

## CONCESSION AGREEMENT

**THIS CONCESSION AGREEMENT** (this “**Agreement**”) is entered into by and between the City of Lewisville, Texas, a home rule city (the “**City**”) and JSRDALLAS LLC, a Texas Limited Liability Corporation (the “**Concessionaire**”) (collectively, the “**Parties**” and each, a “**Party**”).

### WITNESSETH:

**WHEREAS**, on November 15, 2024, the Secretary of the Army granted to the City a lease, Lease No. DACW63-1-24-0613 (the “**Lease**”), for a period of twenty-five (25) years, commencing on April 15, 2025 and ending on April 14, 2050, to use and occupy the property identified as Parcel A-1 (706 acres), Parcel A-2 (13 acres), Parcel A-3 (38 acres) and Parcel B (236 acres), as more particularly described in Exhibits A and B attached to the Lease, for public park and recreational purposes (reference to said Lease being hereby made for all purposes to the same extent as if fully set forth herein); and,

**WHEREAS**, the Lease authorizes the City to enter into concession agreements with third parties to provide needed services to the public, subject to the provisions of the Lease and the approval of the District Engineer, Corps of Engineers, Fort Worth District (the “**District Engineer**”); and,

**WHEREAS**, the City has determined that the rental of boats and jet skis (“**Watercraft**”) will enhance the public’s recreational experience; and,

**WHEREAS**, the Concessionaire has been selected by the City to operate a Watercraft rental business within a portion of the City’s leased property, specifically, a portion of Lake Park (the “**Concession Area**”), as more particularly described in Exhibit “1” attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties do mutually agree as follows:

**1.0 Incorporation of Recitals.** The foregoing recitals (a) are incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties; (b) are true and correct as of the Effective Date; (c) form the basis upon which the Parties negotiated and entered into this Agreement; (d) are legislative findings of the City Council, and (e) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the

consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

**2.0 Agreement Subject to the City's Lease.** It is expressly agreed and understood that all of the terms, conditions, privileges and obligations incorporated in the Lease issued to the City by the Secretary of the Army are as binding on the Concessionaire as if they were set forth herein. Further, should the Secretary of the Army terminate the Lease issued to the City, this Agreement immediately terminates.

**3.0 Term.** The term of this Agreement is **six (6) months**, commencing on April 18, 2025, and ending on October 18, 2025. This Agreement does not automatically renew and does not grant the Concessionaire any rights in any future years.

**4.0 Commercial Activities.** The Concessionaire is authorized to conduct Watercraft rentals (the "Commercial Activities") only at the Concession Area, as more particularly described on Exhibit "1" attached hereto and incorporated as if fully set forth herein.

- 4.1 The Commercial Activities may only be conducted at the Concession Area between the hours of 7:00 a.m. to 9:00 p.m. unless otherwise approved in writing by the Director of Parks and Recreation. If Lake Park is closed for any reason, the Concessionaire may not conduct any Commercial Activities.
- 4.2 Prior to any launch of Watercraft, the Concessionaire shall:
  - 4.2.1 Provide the park rules for Lewisville Lake Park, attached hereto as Exhibit "7", to its customers;
  - 4.2.2 Provide safety instructions and safety equipment to its customers (Note: the Concessionaire must provide its own safety equipment to its customers, as the use of Lake Park life jackets is prohibited for the Commercial Activities); and
  - 4.2.3 Pre-arrange a meeting time and location with its customers for the Watercraft launch.
- 4.3 The Concessionaire shall remain in the Concession Area for the duration of all Watercraft rentals.
- 4.4 The Concessionaire and its customers shall use only the five (5) parking spaces in the northeast corner of the parking lot next to boat ramp #2, as shown on Exhibit "2" attached hereto and incorporated as if fully set forth herein.

- 4.4.1 Each parking space will be marked for such use by the City. The Concessionaire is responsible for ensuring that customer queuing does not restrict the public right-of-way.
- 4.4.2 The City may adjust the location of the parking spaces for any reason, including, but not limited to, construction, special events, rentals or as otherwise deemed necessary by the Director of Parks and Recreation. City staff will work with the Concessionaire to identify alternate spaces if relocation is deemed necessary.
- 4.4.3 Only one trailer/vehicle/Watercraft in a parking space at a time, and no trailer/vehicle/Watercraft shall be left in a parking space overnight. Trailers/vehicles/Watercraft may not be stored or left in the Concession Area, courtesy dock, or shoreline or displayed along the Concession Area, courtesy dock, or shoreline.
- 4.5 The Concessionaire must remove all Watercraft from the Concession Area every day prior to the close of Lake Park.
- 4.6 The Concessionaire shall only utilize the Watercraft identified in Exhibit “3” unless otherwise approved in writing by the Director of Parks and Recreation.
  - 4.6.1 All Watercraft shall be maintained in good working order.
  - 4.6.2 All Watercraft and vehicles/trailers used to transport Watercraft shall be clearly and professionally marked and shall have appropriate and current licenses and registration.
  - 4.6.3 All Watercraft and vehicles/trailers used to transport Watercraft shall display City-issued permit stickers.
- 4.7 The Concessionaire shall, at all times, comply with the Cleanliness and Operational Plan, attached hereto as Exhibit “4” and incorporated as if fully set forth herein.
- 4.8 The Concessionaire shall, at all times, comply with the Safety Plan, attached hereto as Exhibit “5” and incorporated as if fully set forth herein.
- 4.9 The Concessionaire shall follow all City of Lewisville park rules.

4.10 The Commercial Activities shall be operated in a manner satisfactory to the City and shall conduct the Commercial Activities as the City shall at any time specify.

**5.0 Reports.** The Concessionaire shall submit monthly reports and an end-of-season report, all in a form approved by the City, to the Director of Parks and Recreation. Monthly reports shall be submitted no later than 20 days after the end of the month, and the end-of-season report shall be submitted no later than November 20, 2025.

**6.0 Concession Fee.** The Concessionaire shall pay the City compensation as follows:

6.1 A one-time seasonal fee of TWO HUNDRED DOLLARS (\$200.00) due upon execution of this Agreement; and

6.2 A sum equal of THREE PERCENT (3%) of Gross Revenues (hereinafter defined) per month from all of the commercial activities conducted under this Agreement by Concessionaire which said payments shall be made in monthly installments, each due and payable on or before the 20<sup>th</sup> day of the calendar month following the end of each month.

6.2.1 “Gross Revenues” means all revenues that Concessionaire receives from the commercial activities conducted under this Agreement before deductions for any purpose.

6.2.2 The City shall have the right, with reasonable prior notice to Concessionaire, to audit Concessionaire’s books and records to confirm the amount of gross revenues actually received by Concessionaire from the commercial activities conducted under this Agreement.

6.2.3 All payments shall be remitted to the following:

City of Lewisville  
ATTN: Finance Department  
P.O. Boc 299002  
Lewisville, Texas 75029

**7.0 Compliance with Laws.** The Concessionaire shall comply with all federal, state and local laws and regulations, including, but not limited to, laws and regulations related to water quality and other environmental issues (including proper record keeping and submittal of reports required by regulatory agencies) and invasive species and threatened and endangered species (such as zebra mussels, water hyacinth, and black capped vireo).

**8.0 Transfers, Subleases, Assignments.** The Concessionaire shall not transfer, sublease, or assign this Agreement or privileges thereunder, nor any interest whatsoever in connection with this Agreement without written approval from City.

**9.0 Termination.** The Concessionaire understands and agrees that this Agreement is an at-will agreement which the City may terminate at any time, for any reason in its sole discretion, and with or without cause. Further, the City has no obligation to provide notice of any default or breach and may terminate this Agreement immediately and without any prior notice. In the event the City terminates this Agreement, the Concessionaire shall pay the City for any outstanding fees, as provided in section 6.0 above, generated through the date of termination. The Concessionaire waives any right of recovery or action against the City arising from or relating to this Agreement, including but not limited to any action for any alleged damages in whatever form, whether actual, incidental, or exemplary, or any action seeking declaratory or injunctive relief. Should it be necessary for the City to enforce this Agreement in a court proceeding, the City is entitled to recovery of its reasonable and necessary attorneys' fees and costs. The Concessionaire waives any right of recovery for its attorneys' fees and costs provided by or under Texas law.

**10.0 Protection of Government Property.** The Concessionaire shall be responsible for any damages that may be caused to government property by the Commercial Activities.

**11.0 INDEMNIFICATION. THE CONCESSIONAIRE EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND LICENSEES (FOR PURPOSES OF THIS PARAGRAPH COLLECTIVELY REFERRED TO AS THE "CITY") AND THE UNITED STATES FREE AND HARMLESS FROM ANY AND ALL LOSSES, EXPENSES, INCLUDING ATTORNEY'S FEES, DAMAGES, DEMANDS, CLAIMS, JUDGMENTS OR LIABILITY WHATSOEVER, HOWSOEVER CAUSED OR ARISING OUT OF OR IN CONNECTION WITH INJURIES (INCLUDING DEATH) OR DAMAGES TO ANY AND ALL PERSONS AND/OR PROPERTY IN ANY WAY SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH, OR BY REASON OF, THE PERFORMANCE OR FAILURE TO PERFORM ANY ACT BY ANY AGENT, CONTRACTOR OR EMPLOYEE OF THE CONCESSIONAIRE UNDER THE TERMS OF THIS AGREEMENT. THIS INDEMNIFICATION ALSO INCLUDES, COVERS AND RELATES TO, WITHOUT LIMITATION, ANY NEGLIGENT ACT AND/OR OMISSION (WHETHER JOINT, COMPARATIVE, OR CONCURRENT) OF THE CONCESSIONAIRE. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**12.0 Notice.** Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) three (3) days after sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth

below; (ii) one (1) business day after deposit with a nationally recognized courier service having the ability to track shipping and delivery of notices, including but not limited to, services such as Federal Express of United Parcel Service (UPS); or (iii) on the day actually received if sent by courier or otherwise hand delivered. Any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein.

Notice to the City of Lewisville shall be sent to:  
City Manager's Office  
151 W. Church Street  
Lewisville, Texas 75057

Notice to the Concessionaire shall be sent to:  
JSRDALLAS LLC dba JetSkiRentalDallas  
ATTN: Lamar C. Woodham  
309 ½ W. 6<sup>th</sup> Street  
Denton, Texas 76208

### **13.0 Insurance.**

13.1 Prior to commencing the Commercial Activities under this Agreement, the Concessionaire shall obtain and carry throughout the term of this Agreement insurance as set forth in Exhibit "6" attached hereto and incorporated as if fully set forth herein. Generally, the following insurance is required:

13.1.1 Marine General Liability or Commercial General Liability with no waterborne exclusions: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. This requirement can be met with a combination of Commercial General Liability and Protection & Indemnity (or equivalent) coverage that includes contractual liability;

13.1.2 Workers' Compensation and Employer's Liability: \$500,000 per injury, \$500,000 per occurrence and \$500,000 per occupational disease; and

13.1.3 Automobile Liability: \$500,000 combined single limit.

13.2 The City and the U.S. Army Corps of Engineers must be listed as "Additional Insured" on the insurance set forth in subsection 13.1.

**14.0 Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the

event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

**15.0 Authority and Enforceability; Binding Effect.** The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Concessionaire represents and warrants that this Agreement has been approved by appropriate action of the Concessionaire, and that the individual executing this Agreement on behalf of the Concessionaire has been duly authorized to do so. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**16.0 Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

**17.0 Applicable Law; Venue.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be Denton County, Texas.

**18.0 Non-Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**19.0 Immigration Reform And Control Act (8 U.S.C 1324a).** The City supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Concessionaire shall at all times

during the term of the Agreement comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The Concessionaire also warrants that it has not had an IRCA violation within the last five (5) years.

**20.0 Protection Of Resident Workers.** The City actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Concessionaire shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Concessionaire's expense.

**21.0 Anti-Boycott Verification.** The Concessionaire hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is construed to be a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, but only to the extent such section is applicable, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Concessionaire understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

**22.0 Iran, Sudan and Foreign Terrorist Organizations.**

22.1 The Concessionaire represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:  
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.



22.2 The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable federal law and excludes the Concessionaire and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

22.3 The Concessionaire understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Concessionaire and exists to make a profit.

**23.0 Ethics Disclosure.** The Concessionaire represents that it has completed a Texas Ethics Commission (“TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Concessionaire and the City has not verified such information.

**24.0 Other Agreements and Remedies.** Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may have outside this Agreement against the Concessionaire. The obligations of the Concessionaire hereunder shall be those as a Party hereto and not solely as an owner of the Property. Nothing herein shall be construed, nor is intended, to affect the City's, the Concessionaire’s rights and duties to perform its obligations under other agreements, regulations and ordinances.

**25.0 No Waiver of Governmental Powers and Immunities.** The City does not waive or surrender any of its governmental powers, immunities or rights and, notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the legislative authority or discretion of the City Council of the City.

**26.0 No Third-Party Rights.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give any person or entity other than the Parties any rights, remedies or claims under or by reason of this Agreement, and all covenants, conditions, promises and agreements in this Agreement shall be for the sole and exclusive benefit of the Parties. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third party beneficiary.

**27.0 Modification.** This Agreement may only be revised, modified or amended by a written document duly signed by the City and Concessionaire, unless otherwise specifically provided for herein. Oral revisions, modifications or amendments are not permitted.

**28.0 No Partnership or Joint Venture.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership or joint venture between the Parties.

**29.0 Independent Contractor.** The Concessionaire is an independent contractor and not an agent, servant, employee or representative of the City in the performance of the Commercial Activities. No term or provision herein or act of the Concessionaire shall be construed as changing that status.

**30.0 Non-Discrimination.** The Concessionaire shall not discriminate, directly or indirectly, based on race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability status, genetics, veteran's status, or any other protected classification under federal or state law in the provision of the Commercial Activities under this Agreement.

**IN TESTIMONY WHEREOF,** this CONCESSION AGREEMENT has been entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF LEWISVILLE, TEXAS**

\_\_\_\_\_  
Claire Powell, City Manager

**ATTEST:**

\_\_\_\_\_  
Jennifer Malone, Acting City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

*[signatures continue on next page]*

**CONCESSIONAIRE: JSRDALLAS LLC**

By: 

Name: Lamar C. Woodham

Title: Executive Officer

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

§

Before me on this day personally appeared Lamar C. Woodham proved to me through \_\_\_\_\_ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the person executed the same as the act of JSRDALLAS LLC, a Texas Limited Liability Company, as its \_\_\_\_\_, for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

(NOTARY SEAL)

**EXHIBIT "1"**  
(Concession Area)



**EXHIBIT "2"**  
(Parking Spaces for Commercial Activities)



EXHIBIT "3"  
(List of Approved Watercraft)



VESSEL/Watercraft Listing

All of our equipment is YAMAHA WAVERUNNER brand equipment. Yamaha sets the industry standard for dependability, safety features and stability in hull design. For Pontoon Boat Rental with Aloha HydroSports SunTracker Pontoon Boats what we provide.

**Yamaha WaveRunner fleet details.**

|                            |                              |
|----------------------------|------------------------------|
| 2021 VX DELUXE Waverunner  | TX-7326KM US-YAMA            |
| Red/White New Brake System | 3 Seater Capacity (2 Adults) |



|                             |                              |
|-----------------------------|------------------------------|
| 2020 VX Deluxe Waverunner   | TX-4936HS - USYAMA           |
| Blue/White New Brake System | 3 Seater Capacity (2 Adults) |



|                      |                                |
|----------------------|--------------------------------|
| 2019 VX-C Waverunner | TX- 7290EN US-YAMA0029A919     |
| Yellow/White         | 3 - SEATER CAPACITY (2 Adults) |



|                      |                                |
|----------------------|--------------------------------|
| 2019 VX-C Waverunner | TX-5471EN US-YAMA0031A919      |
| Yellow/White         | 3 - SEATER CAPACITY (2 Adults) |



|                                     |                                |
|-------------------------------------|--------------------------------|
| 2017 Yamaha VX Deluxe Red/White     | TX-2281HL US-YAMA2420A717      |
| Red/White (Newer Body) Brake System | 3 - SEATER CAPACITY (2 Adults) |



|                           |                                |
|---------------------------|--------------------------------|
| 2015 VX Deluxe Waverunner | TX-2631JP US-YAMA              |
| Silver/Blue Brake System  | 3 - SEATER CAPACITY (2 Adults) |



|                       |                                |
|-----------------------|--------------------------------|
| 2016 Yamaha V1        | US-YAMAA2225c616               |
| Green/White TX-3872EM | 3 - SEATER CAPACITY (2 Adults) |



|                |                                |
|----------------|--------------------------------|
| 2016 Yamaha V1 | US-YAMA172L516                 |
| Green/White    | 3 - SEATER CAPACITY (2 Adults) |





|                          |                                |
|--------------------------|--------------------------------|
| 2015 V1 Sport Waverunner | TX-6390DB US-YAMA3329E515      |
| Red/White Reverse System | 3 - SEATER CAPACITY (2 Adults) |



|                          |                                |
|--------------------------|--------------------------------|
| 2015 V1 Sport Waverunner | TX-2966CU US-YAMA3068A515      |
| Red/White Reverse System | 3 - SEATER CAPACITY (2 Adults) |



EXHIBIT 4  
(Cleanliness and Operational Plan)



CLEANLINESS & OPERATIONAL PLAN

As company we understand that park facilities that we operate out of are a large part of the rental experience we create for our customers. We strive to make sure these parks are respected and taken care of while being used.

We have employees that monitor renters and stay close by while rentals are active to ensure there is no damage to Park Property, our equipment, or are customers.

Our Employees periodically pick up trash and debris in Park from Patrons in Picnic areas down near the boat dock and other areas near the shorelines of the Park.

-Provide Trash bags to customers that have created a cook-out barbecue type atmosphere to make sure they do not leave a large mess when they are finished. If there are dumpsters and or trashcans on the premises customers are notified of their location and informed that is important to utilize them as needed.

-Pick up floating trash in the water when it is seen. Plastic & Debris like this can potentially get sucked up into the engine components of a watercraft leaving an operator stranded, we do what we can to prevent that from happening.

-Dispose of loose fishing lines, lures and hooks that may be a potential danger to people swimming in the water or could be ran over by a watercraft or get snagged on a body appendage of some sort.

When customers come into the park for rentals we make sure that they do not park in prohibited areas such as the designated boat Trailer Parking lot, fire lane areas, or places that have a posted "No Parking" sign. It is common for us to direct our customers to park in the gravel parking area past the boat trailer parking lot down near the dock and the shoreline where we do rentals. We also direct them to park in

the designated parking areas that is located across from the bathrooms and picnic area.

Here is map that we give customers directing them where to park in at Lake Park to ensure they do not park in restricted area.



#### Uniforms:

We strive to run a well-groomed clean operation, with employees wearing professionally presented uniforms with Branded Collared shirts and optional Logo hats so we can be distinguished and identifiable at the park.



Park Entrance: We make sure each customer pays park entrance fees and displays park pass correctly on vehicle.

Lewisville Lake Park: In this last year since the "Amilia" Gate System has been implemented we have also helped smooth the flow of people into the park when there is no gate attendant present and issues arise (traffic backed up at gate). Helping Patrons make sure to be able process payment at the gate, enter the correct info in the system and also contacting the Park Ranger if there is an issue that people are having trouble resolving and the gate system needs assistance.

In the past 2 years we have gained a relations and understanding with the Texas Game Wardens Particularly Texas Game Warden Officer Spangler. We have had meetings with officer Spangler to show him rental contract compliance and boaters safety course completion compliance as well.

Every Customer that rents from us is required to Fill out a Rental Form that obtains their Driver's license/ID Information, DOB & current address for verification record. We currently use an online waiver system called "SmartWaiver" that keeps a digital copy of their contract, signatures and information easily accessible and stored digitally. \*View our online Rental Contract/Release of Liability Waiver here: <https://waiver.smartwaiver.com/v/jetskirentaldallas/>

This digital waiver/contract system and primary forms of payment being electronic with a standalone Processing terminal and payments processed over the phone prior

to rental has streamlined our rental process to where little or no paperwork is done upon meeting with customers for rentals.

Our Primary rental fleet consists of 2 primary Tow Vehicles and 2 trailers capable of towing 4 watercraft per trailer. On days with less reservations/bookings we will sometimes will be using a double trailer towing 2 vessels.



EXHIBIT 5  
(Safety Plan)



SAFETY PLAN

On the Main Page of our business website [www.JetskiRentalDallas.com](http://www.JetskiRentalDallas.com) the first thing we express to anyone inquiring about a rental is the "Texas Boater's Safety Act" and the Texas law regarding the boaters safety course. There is a Bright Blue/Green Button that is a link to [www.boaterexam.com](http://www.boaterexam.com) where our customers can obtain boaters safety course certificate. \*All Renters are required to either be exempt from or provide a Valid completed boaters safety course certificate for every rental.

The Recording on our Business phone line gives a verbal description of the Requirements of the boater's safety course how to obtain one and our current requirements for booking a rental.

On our Website we have a Beginners guide section that goes over safety guidelines for beginners and need to know requirements prior to a rental. [www.jetskirentaldallas.com/beginners-guide](http://www.jetskirentaldallas.com/beginners-guide)

Before every rental each rider/driver is briefed on how to operate watercraft on the lake being mindful of No-Wake Zones going at idle speed, Avoiding Swim Areas, Staying out of Marinas, always keeping a safe distance from the shoreline, going under Bridges at idle and being mindful of other boats and vessels on water as well. We try to be as thorough as possible at our rental orientation repetitiously covering the examples above and many others while briefing our customers prior to rental.

All renters are required to wear a "TYPE III USCG (United States Coast Guard Approved) Life Vest" that fits properly and is properly buckled and secured. All riders are required to wear these at all times while on the water on or operating a vessel. \*All necessary life Jackets and safety equipment are included with each and every rental.

Each Renter is briefed on what is called a "Routine Vessel Safety Check". They are notified that at any time for any reason anywhere on the lake anyone in Authority that is registered as a USACE Ranger, Texas Game Warden, or U.S.Coast Guard has the authority to stop and do a Routine Vessel Safety Check. Each Requirement for the Safety is covered and gone over in the following order. 1. Life Jacket is on and buckled/secured properly. We instruct and help customers get fitted with proper vest. 2. The Kill Switch Lanyard to turn off jet ski is attached to the Drivers Person (either attached to Life Vest or wrist strap) 3. You have a Whistle attached to your Kill Switch Lanyard for emergencies (To attract attention of other boaters if in the event of an emergency) 4. Fire Extinguisher is properly furnished and in

good working order, operator is shown location of Fire Extinguisher, how to take out fire extinguisher and use if necessary and how to put back fire extinguisher after Vessel Safety Check. 5. Operator is shown where TPWD Boater Registration card is located (All Registration Cards for Each Vessel are water sealed with adhesive tape on inside of the glovebox of each watercraft) also being shown where all exterior Hull Registration Numbers and stickers are located.

All Rental customers are required to keep a cell phone on the jet ski in the glove box of the vessel (each jet ski has storage space for this and other required safety items) in case of an emergency. We provide waterproof bags to keep the phone in and also encourage customers to bring their own to ensure the protection of their phones while on the water. On their phone prior to jet ski launch renters instructed to drop a pin in their GPS map application so they can ensure that they make it back to the rental launch location safely. Renters are given additional emergency phone numbers to call in case of an emergency.

By law operators on a jet ski are required to stay a minimum of 50 yards from other boats and Vessels. We constantly tell our customers during safety briefing/orientation to always keep a safe distance from other jet skis ESPECIALLY if you are in the same group, also showing renters how to shut off/kill engine if they ever have to get closer than 50ft to each other and to avoid and limiting close interaction. We express to never follow directly beside or behind one another, and to NEVER drive reckless doing donuts, getting aggressive closely, weaving in and out of each other's path or any other boat for that matter, ETC, while operating watercraft.

We also express and imply that if the renters are seen doing this and pose a risk to others and themselves their rental can be terminated at any time, educating them on this behavior to be considered a "reckless driving act". Which is ticket-able offense issued by Texas Game Wardens and local municipal authorities. We also cover/express to always keep a safe distance from Kayaks, smaller boats, canoes and areas near the shore especially designated swim areas and where people are in the water swimming, near boats ramps where boats are loading and unloading. We heavily imply its only safe to driver/operate jetski's far out 200 yards off the shore in deep water away from any other boats or physical/natural structures/obstacles/rocks/shorelines that could be potentially ran into or up on. Our company prides itself in being extremely thorough when it comes to safety protocol and procedure education.

#### Limiting Risk and Mitigation:

To limit possibility of collisions it is a company policy that we do not rent more than 2 watercraft together in the same group. The higher number of jet skis that are out in the same group getting closer together the higher the risk of inherent danger and possible collision. In the rare occurrence that we make an exception to this policy it is done on a case by case

basis that is based on experience level, age, verified repeat customer history, followed safety standard guidelines, has completed boaters safety course and knowledge of lake terrain, etc.

To limit the use of our watercraft by unauthorized drivers, possibility of alcohol involved, non-registered drivers, etc. We do not rent to large groups or cater to large parties with lots of people(15+ people). (Example: 1 or 2 jet ski's with a group of 20+ people). If in the event we are to facilitate a group rental to a smaller manageable group it is on a case by case basis with a group having 1 - 2 designated drivers for each jet ski so not just anyone can get on and operate a ski without consent. If in the event there is a small group rental it is common practice to have a staff member that monitors the group to make sure that things stay safe and run smoothly.

We primarily try to schedule rentals with a group of no more than 2 adults per ski.

The capacity of our Jet Skis/vessels is technically rated as a 3 seater watercraft. With our experience if there is ever 3 adults on 1 vessel there is higher probability of the vessel rolling over. The only time we permit 3 passengers is if it 2 small children under approx. 80 lbs. and 1 adult. If there are 2 adults on 1 vessel the combined weight rating should not exceed 400 lbs. This is to ensure that people on/operating that watercraft have a low probability of rolling over or falling off due to instability. If there is ever a situation that arises where the people attempting to ride is questionable we do what we call a "tip test". While the people are on the ski we attempt to dip one side of the ski in the water to test the stability, if the people appear they would easily fall off then we move people around accordingly or make them take turns operating the vessel to where it is safe and manageable.

In our online rental agreement there is a checkbox renters have to acknowledge that states the statute laws about the boaters safety course -

- YOU AGREE TO PROVIDE A BOATERS SAFETY CARD IF YOU WERE BORN SEPTEMBER 1, 1993 OR AFTER ACCORDING TO THE STATE REQUIREMENTS TO OPERATE A VESSEL

- Texas has a mandatory education law for certain boaters. All boaters born after August 31, 1993, must complete a TPWD-approved course and be certified with the TPWD to operate:

Exemptions for those born after August 31, 1993 include:

- Boaters who are residents of another state that have passed a TPWD-approved course in another state

- Submitting a reservation and failing to complete/obtain the Texas Boater Safety Card will result in forfeiture of all monies paid and cancellation of the reservation with no future rescheduling. It is your responsibility to obtain the card.



- IT IS YOUR RESPONSIBILITY TO OBTAIN THE CARD PRIOR TO THE START OF YOUR RENTAL. ABSOLUTELY NO REFUNDS OR RESCHEDULING WILL BE PERMITTED SHOULD YOU FAIL TO OBTAIN THE CARD - THERE CAN BE NO EXCEPTIONS. TO OBTAIN THE CARD, COMPLETE THE COURSE ONLINE AT: [www.boatersexam.com/texas](http://www.boatersexam.com/texas)

I Agree

**We have a zero-tolerance policy against operating a watercraft under the influence of alcohol or drugs. Here is the clause in our rental agreement-**

#### CUSTOMER NEGLIGENCE

Agrees not to use, nor permit the use of the watercraft for any of the following: for any illegal/unlawful purpose, in a careless/negligent manner, while under the influence of liquor, narcotics and/or other illegal/unlawful substances, or by any other person not a signatory of this agreement, regardless if equally qualified or licensed. LESSEE acknowledges and accepts responsibility for the safe and proper use and lawful operation of the watercraft, and for the safety and welfare of all in LESSEE's party, or any passengers and all other persons. **\*\*IF A CUSTOMER OR ANYONE IN THEIR GROUP/PARTY IS SUSPECTED OF BEING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS AND IS ATTEMPTING TO OPERATE A WATERCRAFT WE RESERVE THE RIGHT TO CANCEL THEIR RENTAL IMMEDIATELY AND RETURN ALL RENTAL EQUIPMENT WITH NO REFUND FOR RENTAL.\*\***

I Agree

**Possible future safety plan implementation:**

-Online video content for customers to watch that goes over safety instructions and proper watercraft operation people can view on their smartphone/smart tv or computer to better educate and verse themselves prior to rental engagement.

-Creation of a condensed safety quiz that people have to take prior to rental to make sure they know all the primary guidelines and ensure they are aware of safety practices.

We focus on the repetition of safety practice constantly promoting, encouraging, and requiring the Texas Boaters Safety Course and how to obtain it. Repetition with safe operation of our watercraft at the time of the rental. And Repetition of what to do and not to do while out on the water during the rental.

In addition to the Rescue mission listed in "History of Vendor" section:

In the span of our company operations lifetime on Lake Lewisville at Lewisville Park there have been instances of other boaters, patrons, swimmers etc. our company employees have rendered necessary aid in an emergency situation.

Examples of this include:

- Helping a drowning swimmer in distress (rescuing a swimmer near the dock that was drowning/in duress. We used a jet ski to swift get to them and pull them out of the water),
- Towing a Sailboat/boater in distress (helping tow in a capsized sailboat that was taking on water slowly sinking)
- Helping tow in other jet ski users that sucked up towrope and were stranded/in-operable.
- Helping jet ski users that have flipped over/capsized their vessel and are struggling to get it flipped back correctly and back to shore (done numerous times, also sometimes being our customers dealing with the situation accordingly).

In summary we try to do whatever we can to become an asset to the park helping out whatever way we can using our equipment to do so if deemed necessary.

**EXHIBIT 6**  
(Insurance Requirements)

**INSURANCE REQUIREMENTS**  
**GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Marine General Liability or Commercial General Liability with no waterborne exclusions. This requirement can be met with a combination of General Liability and Protection & Indemnity (or equivalent) coverage that includes contractual liability.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

**B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract not less than:

1. Marine General Liability or Commercial General Liability with no waterborne exclusions: \$500,000 per occurrence/\$1,000,000 aggregate. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages  
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages  
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

**E. ACCEPTABILITY OF INSURERS**

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. HOLD HARMLESS AND INDEMNIFICATION**

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

# EXHIBIT 7

(Park Rules for Lewisville Lake Park)

**Park Entrance Fees**  
 \$10 Per Vehicle  
 \$65 Annual Vehicle Pass  
*Discounts Available For Lewisville Residents on Annual Pass*

**PICNIC AREAS**  
 A. Perch  
 B. Walleye  
 C. Catfish  
 D. Bass  
 E. Trout  
 F. Goldfish  
 G. Pike  
 H. Whitefish  
 I. Carp  
 J. Crappie

**Park Rules:** Help us keep the park safe and enjoyable for all park goers.

- Observe the 20 MPH speed limit unless otherwise indicated.
- You may not have glass containers anywhere within the boundaries of the park.
- Keep vehicles off: grass, lawn, sidewalks, trails or anywhere else within the park other than areas designated for vehicle use.
- Dispose of bottles, cans, garbage, litter, paper or other refuse in provided receptacles.
- Only build fires in a fireplace, grill or other facility designed for this purpose, **no ground fires**. Fires must be extinguished prior to departure.
- Respect other park users.
- Drink responsibly.
- To find out about events and attractions in Lewisville, stop by the Visitors Information Center, 247 W. Main Street, or go to [VisitLewisville.com](http://VisitLewisville.com). Visitors may be fined and/or ejected from the park if they do not follow these rules and guidelines.
- Protect park property, do not attach items to trees.
- Keep your pets on a leash, not longer than 6 feet.
- Courtesy docks are for loading and unloading of people and items from watercraft. Please do not leave your watercraft unattended at the docks.
- You may not carry or discharge any firearms, firecrackers, rockets, torpedoes or any other fireworks, air guns or slingshots.
- You may not have horses or other livestock without permission of the Parks and Recreation Director.
- You may not drink alcoholic beverages on or within 15 feet of parking areas or roadways.
- You may not use tobacco products (chew, smoke, snuff) or electronic nicotine delivery devices in the park.

**Thank you for visiting Lake Park**

**I-35 E., Exit FM 407  
 Justin Road  
 Turn East To  
 Lake Park Road**

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