

**CANOE & KAYAK OUTFITTER SERVICES AGREEMENT BETWEEN
THE CITY OF PRINCETON
&
PADDLE BRIDGE LLC**

Term of Agreement

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until September 30, 2022, subject to earlier termination as provided in this Agreement. The Term of this Agreement may also be extended with the written consent of the Parties.
2. In the event that either Party wishes to terminate this Agreement prior to September 30, 2022, that Party will be required to provide 90 days' written notice to the other Party.

Section 1

Program Coordination & Overview:

The City of Princeton will lead in marketing, promoting and advertising the Canoe & Kayak Outdoor Recreation Program through social media, ads and networks. Advertising to recognize sponsors as determined appropriate by the City of Princeton.

A Web page and presence will be established and maintained for the program by the City of Princeton. Customer inquiries, primarily consisting of emails and phone calls, will be responded to by the City during weekdays. On weekends, customer inquiries will be responded to by Paddle Bridge staff.

The user registration system and forms are being established and maintained by the City of Princeton. The system will be accessible to Paddle Bridge staff in order to perform verification that all users have signed the required authorization, releases and paid all appropriate fees. Paddle Bridge shall not disclose any information contained therein to third parties to ensure data practice compliance.

The City of Princeton will provide a fleet of at least 2 canoes, 6 river tubes, 1 tandem kayak and 6 single kayaks along with at least 12 life vests and 12 paddles, as well as a trailer to haul canoes and kayaks. The City of Princeton will also provide a vehicle to be used by Paddle Bridge and insured with liability coverage by Paddle Bridge, LLC. for transportation of canoes/kayaks and participants.

The City of Princeton will provide use of Riverside-Riebe Park for storage of equipment, river access, Friday & Saturday camping for up to one RV as available or 2 tents and a base of operation to greet and register guests by Paddle Bridge staff.

The City of Princeton assumes all responsibility for equipment storage and holds responsibility of misuse through theft, loss or appropriation of said equipment and any resulting liability. Equipment: all kayaks, river tubes, canoes, life jackets and other materials will be stored at

Riverside Riebe Park in an enclosed trailer and canoe trailer. Paddle Bridge recommends secure overnight storage during the week and times when no staff are present.

The 2022 Program will commence May 27, 2022 and will end September 4, 2022, pursuant to the schedule attached hereto.

Operating hours are to be from 10:00 a.m. to 5:00 p.m. Operations are to be staffed until 5:00 p.m. or when all paddlers and equipment are in and accounted for, whichever is later. All rentals shall occur no later than 4:45 p.m.

Route anticipates use of Pioneer Park, Riverside Park & ISD 477 Princeton Middle School.

Special Event Fun Runs may occur. These events will be pre-planned with prior agreement between the City of Princeton and Paddle Bridge with fees for all and any additional costs for extra dates being agreed upon prior to the events by the City of Princeton and PaddleBridge.

Section 2

Paddle Bridge, Theo Byrnes

Paddle Bridge LLC and Theo Byrnes will be authorized to manage and administer the Princeton Canoe & Kayak Outdoor Recreation Program pursuant to the terms outlined herein and as further determined by the parties.

Paddle Bridge is to oversee day to day protocol in determining suitable operating conditions of weather and water. Primary responsibilities will be to organize, manage and supervise the outdoor Canoe & Kayak Recreation Program under the policies outlined and developed over the course of operations.

Paddle Bridge will support the marketing efforts of the Princeton Canoe & Kayak Outdoor Recreation Program by promoting and utilizing Paddle Bridge's social media pages and advertising promotions, events and activities in Princeton. A link between web sites will be developed to provide the public programming and registration information.

Paddle Bridge responsibilities shall include:

- Maintenance and set-up of wayfinding signs and materials by Paddle Bridge.
- Meet, greet and assist customers by providing services to customers to utilize the Canoe & Kayak Outdoor Recreation Program in Riverside Park
- Provide assistance in utilizing rental canoes, kayaks and equipment.
- Provide all users with a basic 10-minute overview of canoe, kayak and river usage tips.
- Operate drop & splash to County Rd 13, Saddle Horn Bridge; and other accessible drop off locations along the Rum River.
- Responsible for inspecting and maintaining equipment in good working order.
- Responsible for ensuring all required paperwork is completed and fees paid prior to usage.
- Responsible for receiving calls when onsite and as available from paddlers with questions, issues and troubleshooting solutions that prioritize program safety.

- Provide periodic minor river clearance of blockages to maintain pleasant adventure passage on the Rum River.
- Responsible for maintaining records of the Canoe & Kayak Outdoor Recreation Program including user numbers and financial records and provide the same to the City as requested.
- Paddle Bridge LLC shall be solely responsible for wages and benefits of its employees.
- Paddle Bridge LLC assumes responsible for materials:(Kayaks, tubes, canoes, paddles, lifejackets) only when employees are on site at Riverside-Riebe Park.

- Paddle Bridge holds the right to decide all safety issues and can shutdown operation for a period of time due to weather or any other safety concern. If any of the agreed upon dates as listed in this contract are cancelled for weather, safety or unforeseeable circumstances the City of Princeton shall be refunded \$120.00 per full day of the outfitting cancellation. This contract is valid for the following dates:
 - May 27, 28, 29
 - June 10, 11, 12
 - July 1, 2, 3, 22, 23, 24
 - August 5, 6, 7
 - September 2, 3, 4

Section 3

Paddle Bridge agrees to hold harmless, defend and indemnify the City of Princeton against any claims brought or actions filed against the City, or any officer, employee or agent of the City acting within the scope of their employment or duties, for any injury to, death of, or damage to the property of any third person or persons, arising from the exercise of its rights or the performance its duties with respect to the obligations required by this agreement. Paddle Bridge shall maintain liability and property damage insurance to cover the above-described risk in an amount not less than the limits of the City's municipal tort liability as defined by Minnesota Statutes, Chapter 466.

City Princeton agrees to hold harmless, defend and indemnify Paddle Bridge against any claims brought or actions filed against the Paddle Bridge or the, or any officer, employee or agent of Paddle Bridge acting within the scope of their employment or duties, for any injury to, death of, or damage to the property of any third person or persons, arising from the exercise of its rights or the performance its duties with respect to the obligations required by this agreement. The City shall maintain liability and property damage insurance to cover the above-described risk.

OR

Indemnification

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement. Paddle Bridge assumes responsible for all materials only when employees are on site at River Park.

Paddle Bridge is an independent contractor with the City of Princeton and no terms herein shall be deemed to create an employer/employee relationship.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Inurement

This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Compensation of \$9,225 to be paid upon invoice in three equal amounts, June 3rd, July 30th and September 9th with an end of season bonus of 5% of the season's gross receipts after all discounts are applied by the City. Payments will be made to Paddle Bridge LLC - To be delivered by verified mail within 10 days of invoicing.

Paddle Bridge LLC
3519 E 42nd St
Minneapolis MN 55406

A bonus payment paid upon receipt of all records, deposits and reports including an oral report to the Council allowing 30 days for processing and City Council approval. To be made to Paddle Bridge LLC.

Notice

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

A. Please list address you would like used

B. Paddle Bridge LLC
3519 E 42nd St, Minneapolis MN 55406

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

A bonus payment paid upon receipt of all records, deposits and reports including an oral report to the Council allowing 30 days for processing and City Council approval. To be made to Paddle Bridge LLC.

Theo Byrnes,
Owner
Paddle Bridge LLC

Thom Walker
Mayor
City of Princeton

Date: 5/10/2022

Date: 5/12/2022