



Make your day.

Jackson County Parks + Rec 2020 Longview Lake Beach Use Agreement

11th This Longview Lake Beach Use Agreement (the "Agreement") is made and entered into on this day of March, 2020, by and between Jackson County Parks + Rec ("JCPR") and Rowdy Ribbits, LLC and its Owner Brittani Hatley residing at 13661 County Road 355, Savannah, MO 64485 ("RR").

WHEREAS, JCPR is a recreation department organized to provide quality, cost-effective recreation programs and facilities that reflect the needs of Jackson County residents and that add value to the Greater Metropolitan Community;

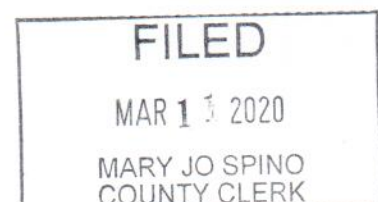
WHEREAS, RR is a business who is interested in partnering with JCPR to provide a seasonal water based family entertainment center at the Longview Lake Beach; and

WHEREAS, RR desires to utilize the JCPR facilities for the purpose of offering a Wibits Water Sports Park, and JCPR is willing to allow such use, both subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and, in accordance with the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. Management Company Duties.

- A. **Water Sports Park.** A Wibits Water Sports Park is a series of rubber sealed air inflatables, topped off weekly or semi weekly as deemed necessary. The placement of each inflatable is determined by either depth of water or pattern of play. The inflatables are designed for individuals reaching a minimum height of 48 inches tall. The water play structure would be anchored at the south side of the beach area and protected by a buoyed rope system. A secondary portion of the experience is the option to use Corcls and Paddlers in a lazy river type area surrounding the water structure.
- B. **Anchors.** The water play structure will be anchored at the south side of the beach area and protected by a buoyed rope system. The anchoring system consists approximately of 40 tires filled with 1/3 yard of concrete each, rope, chain and hooks. Tire anchors may remain in the lake attached to identifying buoys for future use.



- C. **Standards of Conduct.** RR agrees that a Wibits Water Sports Park may be perceived as a JCPR facility and RR and his/her staff may be perceived as being part of the JCPR staff. Therefore, RR's owner(s) and staff agree to conduct themselves and administer the Wibits Water Sports Park, according to the highest standards. RR also agrees to ensure their staff shall act according to the same high standards.
- D. **Season Dates.** The Wibits Water Sports Park would be open Memorial Day through Labor Day during the same hours as Longview Beach: Sunday-Saturday 11:00 a.m. to 7:00 p.m. The Wibits Water Sports Park closures would coincide with Longview Beach closings based upon special events, inclement weather or water quality issues.
- E. **Equipment.** RR shall provide all equipment necessary to operate the Wibits Water Sports Park at no cost to JCPR. For example, but not limited to, inflatable water apparatus, anchoring system for the water apparatus, rental equipment, registration kiosk, perimeter buoys and rope, life-saving devices such as a ring buoy and line, shepherds hook or rescue tubes. Excluding the anchors, all equipment must be removed from the Longview Lake Beach no later than September 30, 2020. Neither the anchoring system nor the inflatables are permanent structures. All cleaning or spraying of the inflatables must occur on land. No chemicals of any kind are permitted to enter the water.
- F. **Signage.** RR shall provide all signage associated with the operation of the Wibits Water Sports Park at no cost to JCPR. Water safety requirements, emergency phone numbers, and USACE Title 36 Regulations must be posted on protected bulletin boards, located where swimmers may view them prior to entering the water.
- G. **Location of water sports park.** Longview Lake Beach, 11101 Raytown Road, Kansas City, MO 64134.
- H. **Insurance.** RR shall provide proof of Comprehensive General Liability Insurance indemnifying the United States and Jackson County, MO, and naming them as additional insureds with a minimum \$2 million per occurrence and a \$2 million general aggregate. Proof of Liability insurance shall be presented to Jackson County, Missouri no later than April 3, 2020. RR must also be insured for vandalism or damage to the water structure while anchored in the lake.
- I. **Patron Reservation Fees.** RR shall be responsible for all financial transactions related to the Wibits Water Sports Park. RR shall be wholly responsible for the collection and payment of any and all state and local sales and use taxes due from the sale of admission, memorabilia or rental of equipment at the site. RR shall sell tickets via the internet or on-sight at the Longview Beach. RR staff will be responsible for all equipment associated with financial transactions: ticket booth, computer, cash drawer, start up cash, credit card readers Wi-Fi connection, proof of purchase identifying wrist bands and any other equipment deemed necessary.
- J. **JCPR Approval of Outside Entity / Individual Involvement.** No later than (7) days prior to the commencement of a Wibits Special Event, RR shall notify the JCPR staff liaison of any proposed promotional happenings, contests, raffles, and/or other similar events at the time period offered. The operation of any of the aforementioned contests or competitions

and involvement with the event by any outside individual must be approved by JCPR and JCPR may, at its sole discretion, prohibit any such activity or involvement.

- K. **Staff Requirement.** RR is responsible for hiring, training, supervising and compensating all staff associated with the operation of the Wibits Water Sports Park. RR Staff must be on-site at least (30) minutes prior to the scheduled beach opening time each day and remain on site until the Longview Beach closes. If the required number of RR staff is not present upon opening of the beach the attraction will not open. If the attraction opens for the day and staffing falls below the required number, the attraction will be closed. RR, or its designee, such designee being at least twenty-one (21) years of age, must be on-site throughout the duration of the day. RR shall hire certified lifeguards to work the Wibits Water Sports Park. JCPR requires a minimum of 3 lifeguards be assigned to guard the Wibits Water Sports Park at all times. JCPR requires RR to position 2-4 staff members plus a daily manager on the beach to assist with the management of the water sports park, including but not limited to selling of tickets, signing of waivers, equipment rental, training of participants and the fitting of patrons with US Coast Guard approved lifejackets and identification wristbands.
- L. **Emergency Action Plan SOP.** RR and JCPR beach staff will utilize the same Emergency Action Plan SOP to insure the safety and security of all patrons visiting the Longview Beach.
- M. **Patron Participation Requirements.** Participation in this attraction will require individuals to pay the established beach admission fee (\$7 per adult 16 and older, \$5 for kids 3-15), plus purchase a separate ticket to participate at the water sports park. Safety regulations would include each participant signing a waiver, wearing a wristband and being fitted with an appropriate sized US Coast Guard approved lifejacket. Participants may not enjoy the attraction without fulfilling these requirements.
- N. **Special Needs.** RR shall communicate any special needs to the JCPR staff liaison a minimum of (48) hour prior to the need.
- O. **Memorabilia.** Upon signing this agreement, RR shall inform the JCPR staff liaison whether or not he/she will sell Wibits Water Sports Park memorabilia.
- P. **Property.** RR assumes all responsibility and JCPR and the United States assumes no responsibility whatever for any property of RR, RR exhibitors or participants placed on said property and the County is released from any and all liability for loss, injury or damage to any property brought onto Park property throughout the season. Additional recreational equipment must be secured in a locked storage container at the conclusion of each day's business. The container must be placed at the south end of the beach against the chain link fence, within the locked fence area of the beach facility throughout the season.
- Q. **Keys.** Prior to the beginning of the season, RR management staff will be issued 3 sets of keys to the Longview Lake Beach gates and restroom facilities. At the conclusion of the season, RR must return all sets of keys to JCPR, no later than September 13, 2020. If RR staff misplaces keys during the season, they will be charged \$50 per set to replace. JCPR has the right to request keys be returned prior to the conclusion of the season, if RR management staff allows use of the keys by non-approved individuals.

- R. **Property Damage.** RR will be responsible for repair of any damages to park property, caused through negligence by RR staff, volunteers and/or employees. At the conclusion of the season, RR will be responsible for restoring the property to its condition prior to the season. If the property is not restored within 30 days of season end, the County may retain any and all vendors, suppliers and or contractors necessary to restore the property to its original condition. The cost of such restoration shall be at the sole cost of the RR.
- S. **Agreement Assignment.** RR shall not assign this Agreement, nor suffer any use of said Property other than specified in this agreement nor sublet the Property or any part thereof, without expressed written consent of the County.

II. **JCPR Duties.**

- A. **Beach Front Headquarters.** JCPR shall provide an area designated on the Longview Beach as the Wibits Water Sports Park headquarters. This area shall serve as the official entry point into the Wibits Water Sports Park, along with adequate space to conduct daily business activities.
- B. **Additional Services/Items Provided by JCPR.** JCPR shall provide such services/items, including, but not limited to, a staff liaison, restrooms, trash barrels, and trash removal, refrigerated storage for staff use and a designated parking area for equipment storage trailer on the Longview Beach parking lot. JCPR shall not provide such services/items, including, but not limited to, paid advertising, equipment or equipment repair, lifeguards, site manager or registration staff.
- C. **Water Delineation and Safety.** JCPR will install a minimum of two depth markers delineating each 1-ft change in water depth in the designated swimming area. JCPR will install "Boats Keep Out" buoys not less than 100-ft beyond the delineated swim area.
- D. **Beach Set-Up.** JCPR staff will prepare the beach and restrooms daily for public use. This includes, but not limited to, cleaning of restrooms, removal of trash and debris from beach grounds and parking lot, removal of goose droppings from sand and sidewalks and weekly dragging of sand.
- E. **Beach Manager.** A JCPR Beach Manager is on site to help with enforcement of JCPR policies, lifeguard scheduling, daily beach preparation and managing the sale of admissions each day. No additional fees will be charged to the RR for the assignment of this individual.
- F. **Proceeds Retained by JCPR.** JCPR shall retain proceeds from all concession sales and 10% of gross revenue collected by RR through the sale of admission tickets, memorabilia and rentals from the Wibits Sports Park. RR shall retain 90% of the remaining percentage of gross revenue collected through the sale of admission tickets, memorabilia and rentals generated from the Wibits Water Sports Park. JCPR requires payment on a monthly basis beginning July 1, 2020. Payment must be accompanied by a gross revenue report outlining the previous month's activity and mailed to Jackson County Parks + Rec, 22807 Woods Chapel Road, Blue Springs, MO 64015. Attn: Tina Spallo, Superintendent of Recreation.

It is understood by RR that all water park participants are required to pay the beach admission fee (\$7 adults 16 and older, \$5 children 3-15 years of age). 100% of these fees will be retained by JCPR.

- III. **Longview Beach Use Guidelines.**
- A. **Publication of Rules.** RR shall provide all signage related to the operation of the Wibits Water Sports Park. This would include, but not limited to, rules, pricing, hours and refund policy information. It is recommended that signage be printed in English and Spanish.
 - B. **Behavior Rules.** RR agrees that the Wibits Water Sports Park rules contain provisions ensuring that the behavior of participants and spectators is appropriately controlled.
 - C. **Maximum Number of Participants.** At no time will RR staff permit more than 100 individuals to be on the water apparatus at one time.
 - D. **Food and Drink.** JCPR allows beach participants to carry in food and drink for consumption inside of the Longview Beach facility. No alcohol or glass containers are allowed. Special event days may be scheduled at the Longview Beach, where food trucks are invited to set up in the parking lot. Food Truck vendors would be required to pay a vendor fee to JCPR and must comply with the Jackson County Environmental Health Standards. All Food Truck revenue would be retained by the Food Truck vendors.
- IV. **Additional Information About JCPR Facilities.** Full service restrooms, with shower and changing facilities are available for use by all paying participants.
- V. **Term.** This agreement will commence upon its execution and expire September 30, 2020. If JCPR and RR mutually agree to continue partnering, RR will be given right of first refusal for corresponding beach season dates for the next year. RR must provide JCPR in writing its intent to continue offering the Wibits Water Sports Park at Longview Beach no later than October 30, 2020.
- VI. **Indemnification.** RR agrees to indemnify and hold harmless Jackson County, Missouri and the United States, their elected officials, employees, agents and assigns from any personal injury or property damage incurred by RR, RR employees, agents and assigns, the participants at the water sports park, RR invitees and or any person(s) observing throughout the Longview Beach season.
- VII. **Final Authority.** JCPR shall have the final decision in any and all matters, including decisions related to inclement weather.
- VIII. **Termination of Agreement.** JCPR may terminate this agreement at any time based upon, but not limited to unsatisfactory level of service, staffing issues, non-payment of proceeds retained by JCPR and safety enforcement.
- IX. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first set forth above.

Jackson County Parks + Rec

By: [Signature]
Bob Crutsinger

Title: Director of Finance

Date: 2-28-2020

Approved as to form

Rowdy Ribbits, LLC

By: [Signature]
Brittani Hatley

Title: Owner

Date: 3-5-2020

[Signature]
Jay Haden, County Counselor's Office

Attest:

[Signature]
Clerk of the County Legislature