

**DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL  
CONTROL  
DIVISION OF PARKS AND RECREATION**

**CONCESSION LICENSE AGREEMENT FOR THE PUBLIC EQUESTRIAN PROGRAM  
AT LUMS POND STATE PARK  
SUNSET STABLES  
CONTRACT LPSP-01-2012**

**AMENDMENT No. II**

WHEREAS, the Department of Natural Resources and Environmental Control, Division of Parks and Recreation ("DIVISION") entered into the Concession License Agreement for the Public Equestrian Program at Lums Pond State Park Equestrian Center at Lums Pond State Park in Bear, Delaware with Sunset Stables ("CONCESSIONAIRE"), with the term from January 13, 2012 to January 12, 2015, and

WHEREAS, the initial term of the contract between the successful CONCESSIONAIRE and the DIVISION was for three (3) years with the option to renew for another three (3) year period with a final option to renew for no more than four (4) years, based on successful completion of the terms and conditions, and

WHEREAS, the DIVISION and the CONCESSIONAIRE utilized the first three (3) year renewal and the contract was renewed through January 12, 2018, and

WHEREAS, the DIVISION has determined to put the property out for Request for Proposal with a focus on potential capital improvements and increased visitors and activities at Lums Pond State Park, and

WHEREAS, the DIVISION and the CONCESSIONAIRE have agreed to renew the contract through January 12, 2019 to allow the DIVISION adequate time for the bid process, and

WHEREAS, the DIVISION is further allowing the CONCESSIONAIRE to eliminate trail rides and add boarding services, through written approval from the DIVISION, and

WHEREAS, this Amendment updates the Operating Schedule and Notice information, and

WHEREAS, through this Amendment No. II, the contract will be mutually extended per the original terms and conditions,

WHEREAS, the DIVISION hereby authorizes the following amendments to listed sections and subsections:

**Section I. Scope of Services and Requirements**

**CONCESSIONAIRE Responsibilities – only the line item listed shall be amended as follows; all other line items remain the same:**

2. Supply and maintain in good health no more than 14 horses for the operation of the public equestrian program. Equines shall possess the temperament needed for their stated use. **Number of horses may be reduced if CONCESSIONAIRE determines, through written permission**

from the DIVISION, to minimize or eliminate trail rides and uses slots for Barn Boarding. Boarded horses shall be maintained the same as CONCESSIONAIRE operation horses.

**Section II. Contract Terms and Conditions**

**Contract Term and Extension** – Shall be replaced as follows:

The term of the contract between the CONCESSIONAIRE and the DIVISION shall be extended through January 12, 2019, that date being inclusive.

Any agreement to renew or renegotiate between the parties shall be mutually agreed upon. The DIVISION may cancel, bid or negotiate with others at the termination thereof unless a new agreement is entered into with the CONCESSIONAIRE.

**Operating Schedule**– Shall be amended as follows:

The CONCESSIONAIRE agrees to provide a concession service in accordance with a minimum program schedule that includes but is not limited to the following:

Year round trail rides (if still being offered by the CONCESSIONAIRE), riding clinics, lessons, boarding (if being offered by the CONCESSIONAIRE) summer camps and private children's parties.

**Hours of Operation are as follows:**

- **Summer Season (June through September)**
    - Weekends – 10:00 a.m. to 4:00 p.m.
    - Monday through Friday – 10:00 a.m. to 8:00 p.m.
  - **Off Season (October through May)**
    - Weekends – 10:00 a.m. to 4:00 p.m.
    - Monday through Friday – 4:00 p.m. to 8:00 p.m. \*
- \*approximate hours based on volume of business and will be communicated with Park Superintendent

CONCESSIONAIRE will contact the Park Superintendent prior to canceling service for the day and receive his or her permission to cancel service. The Division reserves the right to revoke the Contract of the CONCESSIONAIRE if they do not adhere to the schedule of operations.

**Notice** – Shall be amended as follows:

Any notice to the State of Delaware required under the contract shall be sent by mail and/or e-mail to:

**Kerri Bennett**

Department of Natural Resources and Environmental Control  
Division of Parks and Recreation/**Office of Business Services**  
89 Kings Highway  
Dover, Delaware 19904

~~Kerri.bennett@state.de.us~~ **Parks\_OBS@state.de.us**

Any notice to Sunset Stables required under the contract shall be sent by mail and/or online to:

Lums Pond State Park Equestrian Center  
Amendment No. II

Suzanne Campbell  
Lums Pond State Park Equestrian Center  
1030 Howell School Road  
Bear, Delaware 19701  
[www.sunsetstable.com](http://www.sunsetstable.com) [sunset2261@aol.com](mailto:sunset2261@aol.com)

All other terms and conditions of Amendment No. I and the original Contract remain unchanged and shall continue in full force and effect.

Sunset Stables, hereby agrees to comply with Amendment No. II and all terms and conditions contained in Amendment No. I and Contract LPSP-01-2012.

SIGNATURE PAGE TO FOLLOW