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. III

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 a one (1) year renewal through January 12, 2019 while the DIVISION engaged in the bid process, and

WHEREAS, the DIVISION has cancelled the bid solicitation and wishes to engage in the final three (3) years of renewal available under the terms of the Contract, and

WHEREAS, this Amendment updates the Operating Schedule, Contract Fee and adds some Vendor deliverables, and

WHEREAS, through this Amendment No. III, effective January 13, 2019, 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 – additional conditions as follows:

20. CONCESSIONAIRE shall offer campers at Lums Pond State Park free-intro horse care and one-complimentary pony ride. CONCESSIONAIRE shall require proof of camping at Lums Pond State Park and activities must take place during reserved camping time period.

21. CONCESSIONAIRE shall utilize sand and/or clean soil to fill and level low areas on the Concession grounds. This will ensure proper footing, minimize soil erosion/mud and provide an aesthetically pleasing environment.

22. CONCESSIONAIRE shall make all repairs to existing structures and roof; all repair/construction actions and plans must have written approval from the DIVISION prior to any work being done on the premises.

24. CONCESSIONAIRE service offerings shall include, but is not limited to: pony rides, trail rides (if offered; contingent upon boarding services), boarding services (if offered with approval from the DIVISION), parties, services for the Lums Pond Campground, retail sales, and camps (camps must adhere to Delaware laws, requirements and background checks).

DIVISION Responsibilities – Replaces #2 as follows:

2. Responsible for major utility and maintenance of riding trails, entrance road, parking lot and entrance gate.

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, 2022, that date being inclusive. There are no additional renewal periods. This extension term shall be effective January 13, 2019.

Contract Fee – Shall be replaced as follows:

The CONCESSIONAIRE, as a fee for the contract and concession rights herein granted, agrees to pay the Department of Natural Resources and Environmental Control, Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901, an annual contract flat fee of $14,000.00.

The annual contract fee shall be due in two (2) equal monthly installments on July 15th and September 15th during the term of this license.

The CONCESSIONAIRE agrees to submit a monthly receipts report, including a cash register "Z" tape or POS daily close out report covering each day's operation under this agreement to the Office of Business Services plus a tabulated annual gross receipts report for the period of operation on or before December 31st of each year.

Items for Sale or Rent – 2nd bulleted paragraph shall be replaced and a 3rd bullet is added as follows:

- Prepackaged snack foods, candies and canned sodas and other non-alcoholic beverages approved by the DIVISION.
- Hand dipped ice cream from April 1st to October 1st annually.

Operating Schedule– Third paragraph shall be amended as follows:

Hours of Operation are as follows: Open daily 10:00 a.m. to 6:00 p.m. year round and later on lesson evenings. CONCESSIONAIRE shall be on-site during Operational hours.

All other terms and conditions of Amendment No. II, 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. III and all terms and conditions contained in Amendment No. II, Amendment No. I and Contract LPSP-01-2012.

SIGNATURE PAGE TO FOLLOW