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Mohammed A. Hasan
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Edwin T. McFadden III
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

AGENDA
RECREATION COMMITTEE MEETING
Wednesday, January 5, 2022, at 9:00 A.M.
District Headquarters, Board Room, First Floor
1701 N. Lombard Street, Oxnard, CA 93030

Meeting attendees should be aware that the meetings of the Committee are, as required by law, open to the public and the District has very limited powers to regulate who attends Committee meetings. Therefore, attendees must exercise their own judgement with respect to protecting themselves from exposure to COVID-19, as the District cannot ensure that all attendees at public meetings will be free from COVID-19.

OPEN SESSION 9:00 A.M.

1. Public Comment

The public may address the Recreation Committee on any matter not on the agenda within the jurisdiction of the Committee. All comments are subject to a five-minute time limit.

2. Approval of Minutes

Motion

The Committee will review the Minutes from the December 1, 2021, meeting.

3. Monthly Operational Update

Information Item

The Committee will receive and review the monthly report. Additionally, the Committee will receive an oral report and presentation from staff which includes ongoing tasks and activities from the Lake Piru Recreation Area for the month of December 2021 as well as an update on financials.

4. UWCD Board of Directors Motion Item (January 12, 2022, Meeting)

The Committee will review and discuss the following agenda item to be considered for approval at the January 12, 2022, Board of Directors meeting. The Committee will also formulate a recommendation to the entire Board based on the discussions with staff.

Board Agenda Item 4.6: Approval of Licensing Agreement between United Water Conservation District and Tommy's Marine for the Operation of the Marina and Boat Rental Services at the Lake Piru Recreation Area

Motion

The Board will consideration authorizing the General Manager to execute a licensing agreement with Tommy's Marine LLC, for the purpose of operating the Marina and providing boat rental services at the Lake Piru Recreation Area.

5. Future Agenda Items

The Committee will suggest issues or topics of discussion they would like added to future agendas.

ADJOURNMENT

Directors:

Chair Sheldon G. Berger
Mohammed A. Hasan
Edwin T. McFadden III

Staff:

Mauricio E. Guardado, Jr.
Clayton Strahan
Josh Perez
Zach Plummer
Eva Ibarra



Recreation Committee Meeting
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The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs, or activities because of any disability. If you need special assistance to participate in this meeting, or if you require agenda material in an alternative format, please contact the District Office at (805) 525-4431. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.

Approved: _____

General Manager Mauricio E. Guardado, Jr.

Posted: (Date) December 23, 2021

(time) 10a.m.

(attest) Kris Sofley

At: United Water Conservation District Headquarters, 1701 N. Lombard Street, Oxnard, CA 93030

Posted: (Date) December 23, 2021

(time) 10:15a.m.

(attest) Kris Sofley

At: www.unitedwater.org

MINUTES
RECREATION COMMITTEE MEETING
Wednesday, December 1, 2021, at 9:00 A.M.
UWCD Headquarters, Board Room
1701 N. Lombard Street, Oxnard, CA 93030

Committee Members Present:

Chair Sheldon G. Berger
Edwin T. McFadden III

Directors absent

Mohammed A. Hasan

Staff Present:

Maryam Bral, chief Engineer
Anthony Emmert, assistant general manager
Eva Ibarra, administrative assistant
Josh Perez, chief human resources officer
Daryl Smith, controller

Public Present:

No members of the public in attendance

OPEN SESSION 9:02 a.m.

Chair Berger called the meeting to order at 9:02 a.m.

Committee Roll Call

Clerk called the roll. Director Berger and Director McFadden participated in person. Director Hasan was absent.

1. Public Comment

Chair Berger asked if there were any public comments, none were offered.

2. Approval of Minutes

Motion to approve the Committee Minutes from November 3, 2021, Director Berger; Second, Director McFadden. Two ayes (Berger and McFadden); none opposed, one absent (Director Hasan). Motion carried 2/0/1.

3. Concessions Update

Chief Human Resources Officer Josh Perez provided an update on concession activities. He stated that the District has not received any interest in providing proposals for store operations at the Recreation Area. Staff believes Tommy's Marine LLC would be a good partner for the District's boat rental services and will be presenting an agreement for the Board's consideration in the coming months, with the General Manager's approval.



Director Berger suggested the information provided for the economic update slide should show a notation on the six weeks closure that affected the shortage in revenue for the lake during that timeframe.

Director Berger asked if PMC provided shower services. Mr. Perez stated yes and mentioned they have doubled the revenue for shower services, in comparison to PMC's shower services. Both Director Berger and McFadden commended Josh for a great job done taking over the services now provided.

Director McFadden asked how much horsepower does the new tractor have. Mr. Perez stated he would obtain that information and update him at next meeting.

Director Berger asked if we participate in Fred Hall RV Show. Mr. Perez stated yes, we have in the past and typically would provide coupons to visit the Lake Piru Recreation Area at the event. Mr. Perez said Clay had mentioned he has a strong interest in attending the event which features many individuals who are active in Recreation.

Director Berger asked why is there a need for a new full-time person at the kiosk. Mr. Perez said they currently have part time employees that cover the kiosk, the new person would be able to handle all refunds, printing of reservation tickets, and all duties that are needed from the kiosk, with one dedicated person being the point person for all operations on our busy weekends during the season and providing gate support during our shoulder season.

Director McFadden stated he is extremely pleased with new logo.

Director McFadden stated he is concerned when it comes to fuel storage and accessibility and asked where will Tommy's store the fuel to be used for their boating services. Mr. Perez stated the tank is stored in dry storage, in a locked facility not accessible to the public.

Director Berger asked what is the status on the agreement for boating services. Mr. Perez stated at this time our legal department is reviewing and it will then be provided to the General Manager and the Board to review and approve.

Director Berger asked Chief Engineer Maryam Bral if she has anything to report. Ms. Bral said she had nothing to report for this month.

4. Future Agenda Items

Chair Berger asked if there were any future agenda items. None were offered.

ADJOURNMENT 9:25 A.M.

Meeting was adjourned by Chair Berger at 9:25 A.M.

I certify that the above is a true and correct copy of the minutes of the UWCD Recreation Committee meeting of December 1, 2021.

ATTEST: _____
Chair Sheldon G. Berger



Staff Report

To: UWCD Recreation Committee Members

Through: Mauricio E. Guardado, Jr., General Manager

From: Clayton W. Strahan, Chief Park Ranger

Date: December 19, 2021 (January 5, 2022 meeting)

Agenda Item: 3. **Monthly Park and Recreation Department Report**
Information item

Staff Recommendation:

The Committee will receive and file this staff report from the Parks and Recreation Department regarding its activities for the month of December 2021.

Discussion:

December marked the first major rain event of the season at the Recreation Area. Between December 7 and 17, the lake received 3.27 inches of rainfall. The combination of the rainfall and annual water releases from Lake Pyramid provided a boost to the exceptionally low lake levels, adding nearly two vertical feet of water to the lake. Amazingly, the rainfall received thus far has nearly exceeded what we received in the entire 2020 season. There were no substantial damages resulting from the rainfall, and our staff worked in partnership with O&M personnel from the Santa Felicia Dam to clean up the minimal debris flows that did occur. Recreation staff stayed busy completing maintenance projects, attending training, and assisting other departments in their efforts at the lake. Additionally, staff participated in the Piru Community Christmas Parade, decorating a patrol truck and boat, and distributing candy to the community. Finally, staff and legal counsel have been working diligently to finalize a contract between the District and Tommy's Marine for marina services and boat rentals at the Recreation Area beginning next season.

Note – this report contains several tasks and incidents that occurred during the month of November after the filing of the previous staff report and are included here to ensure the Board is fully informed of activities at the Recreation Area.

1. Staff Tasks and Activity Highlights

- **Nov. 22:** Staff cleaned and maintained infrastructure on the face of the Santa Felicia Dam to assist O&M staff in their daily reads and routines.
- **Nov. 22:** Staff completed maintenance on assigned District vehicles to ensure readiness and professional appearance.
- **Nov. 28:** Staff continued repairs on the fish cleaning station to restore service and provide guests a designated area to clean their fish.
- **Nov. 28:** Staff picked up trash that had blown into brush around lakeshore in an effort to prevent it from polluting the lake.
- **Nov. 29, 30:** Staff prepared and painted curbs throughout the Recreation Area to provide clear traffic designations and a professional appearance.
- **Nov. 30:** Staff assisted Environmental Services and Cramer Fish Sciences in the installation of several fish trapping and surveying installation in Piru Creek north of the lake.
- **Dec. 3:** Staff assisted Water Resources and placed multiple warning signs along Piru Creek north of Lake Piru and south of Frenchman's Flat to ensure members of the public were not caught in the canyon during significant water releases down the creek.
- **Dec. 7, 8:** Staff removed Boat 3 from the water, pressure washed it to decontaminate it of quagga mussels, and prepared it for participation in the Piru Christmas Parade.
- **Dec. 7:** Staff prepared the shoreline throughout the Recreation Area for incoming water releases from Lake Pyramid and rainstorms.
- **Dec. 8:** Staff repaired the pressure washer and decontamination unit to ensure availability for any vessels in need of decontamination.
- **Dec. 13:** Staff cleaned and removed debris from drainage ditches in the Recreation Area to reduce the risk of erosion and damage from storm runoff.
- **Dec. 14:** Staff worked with SFD O&M personnel to clear a mudslide across the launch ramp that resulted from significant overnight rains.
- **Dec. 16:** Staff moved the marina and courtesy dock to keep pace with rising lake levels and to provide a pleasant experience for guests.

2. Staff Training/Meetings/Events

- **Nov. 28:** Staff completed monthly safety training regarding safe driving practices from Target Solutions.
 - **Dec. 4, 5:** Staff completed training from DART-drones regarding basic Unmanned Aerial System (UAS) operation and subsequently passed the licensing exam for FAA Part 107 certification. This training and certification will further an ongoing pilot program at the Recreation Area to evaluate the utility of a UAS program for the Ranger staff.
 - **Dec. 6:** Staff completed Homeless Liaison Officer training at the Anaheim Police Department with officers from numerous other agencies around Southern California. The Homeless Liaison Officer training will enable Rangers to work with other government agencies to find a solution for homeless persons residing on District property.
 - **Dec. 14:** Staff completed annual herbicide handling and application training in Saticoy to ensure compliance with state law and District policy.
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3. Monthly Park and Recreation Department Report

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- **Dec. 15-17:** Staff completed training and certification in Public Safety First Aid, which provides a higher degree of certification and knowledge than is provided in a typical one-day class.

3. Revenue and Visitation Recap

2021 Day Use Revenue Recap and Comparison	
2021 Day Use Revenue (Jan. 1 – Dec. 19)	\$369,406.14
2019 Day Use Revenue (Jan. 1 – Dec. 31)	\$232,742.00
Total Revenue Increase/Decrease from Prior Year	\$136,664.14
Annual Increase in %	58%
15-year average for Day Use	\$231,394.00
2021 Camping Revenue Recap and Comparison	
2021 Camping Revenue (Feb. 19 – Dec. 19)	\$501,804.96
2019 Camping Revenue (Jan. 1 - Dec. 31)	\$487,164.00
Total Revenue Increase/Decrease from 2019	\$14,640.96
Annual Increase in %	3%
15-year average for Camping	\$339,909.00
Current and Record Year Comparison (2019 vs. 2021)	
2021 Combined Revenue (Jan. 1 – Dec. 19)	\$871,211.10
2019 Combined Revenue (Jan. 1 – Dec. 31)	\$1,124,151.00

2021 Total Visitation Figures				
Month	# Nights/Sites	# People	# Vehicles	# Vessels
January	0	2,627	1,196	219
February	0	2,047	1,049	155
March	243	3,473	1,771	393
April	624	5,940	2,653	483
May	732	5,346	3,292	507
June	685	5,581	3,025	730
July	1,007	6,986	3,783	817
August	536	4,425	2,463	796
September	631	4,253	2,826	803
October	399	2,377	1,520	371
November	282	2,097	1,037	197
December (1-19)	109	658	372	50
Total	5,248	45,810	24,987	5,521

4. Incidents/Arrests/Medicals

Rangers noted a marked decrease in calls for service and incidents during the month of November. Several items of note are listed below:

3. Monthly Park and Recreation Department Report

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- **December 18:** Rangers worked with Ventura County Sheriff's deputies to ensure the peaceful departure of a guest who refused to depart the campground upon termination of their reservation.
- **Throughout December:** Rangers worked in partnership with wardens from the California Department of Fish and Wildlife to investigate violations of the Fish & Game code as well as other state laws. The investigation concluded with multiple search warrants and arrests by wardens. The investigation, which was aimed at a suspected poaching ring, involved a weeks long investigation after rangers contacted hunters that were engaged in illegal take of deer in and around the lake.

5. Citations/Enforcement Summary

Throughout December, no citations were issued.

However, several warnings were issued for driving off a designated roadway, camping outside a designated area, and parking in restricted area.

It should be noted that numerous other enforcement contacts were made for violations of District ordinances. However, as it is the District's goal to use education as a means for compliance in most cases, Park Rangers used these incidents as an opportunity to educate the guests via verbal warning. Citations are typically issued as a last resort when the violation is egregious or voluntary compliance cannot be obtained.

6. Grants

Nothing new to report at this time.



Staff Report

To: UWCD Recreation Committee Members

Through: Mauricio E. Guardado, Jr., General Manager

From: Clayton Strahan, Chief Park Ranger

Date: December 20, 2021 (January 5, 2022, Meeting)

Agenda Item: 4. **Recommendation to Board of Directors to Approve a Licensing Agreement between United Water Conservation District (District) and Tommy's Marine, LLC to Operate the Marina and Boat Rental Services at the Lake Piru Recreation Area**
Motion

Staff Recommendation:

The Committee members will consider recommending the approval of a licensing agreement between the District and Tommy's Marine, LLC and authorize the General Manager to execute the agreement on behalf of the Board of Directors, to the full Board of Directors.

Background:

The District parted ways with the former concessionaire of the Lake Piru Recreation Area (Parks Management Company) on January 1, 2020. Since then, the District has taken on the operation of the Recreation Area, but staff determined that it was not viable for the District to directly operate the boat rental and marina operation. In August 2020, staff prepared and published a request for bid to run the boat rental and marina operation. After an exhaustive selection process, Tommy's Marine was chosen by staff as the most qualified bid. Since then, staff and legal counsel has been working closely with Tommy's to draft a mutually beneficial licensing agreement. The final agreement has been attached (Attachment A).

Fiscal Impact:

The anticipated fiscal impact is a positive impact to the District with anticipated revenue of \$25,000 or more for a term of one year with a possibility of a five year extension at the Board's discretion.

Attachment:

Attachment A – License Agreement

LICENSE AGREEMENT BETWEEN
UNITED WATER CONSERVATION DISTRICT
AND
TOMMY'S CALIFORNIA VENTURA, LLC
FOR THE USE OF FACILITIES FOR OPERATING AND PROVIDING BOAT
RENTAL SERVICES

THIS LICENSE AGREEMENT ("Agreement") is approved and entered into as of this 15th day of March, 2022 ("Effective Date"), by and between the UNITED WATER CONSERVATION DISTRICT, an independent special district and public agency formed and operating pursuant to the California Water Code Conservation Law of 1931 set forth in California Water Code Section 74000 *et seq.* (the "District") and TOMMY'S CALIFORNIA VENTURA, LLC, a limited liability corporation. ("Tommy's").

RECITALS

WHEREAS, District is the owner of certain real property located at the Lake Piru Recreation Area, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Tommy's desires the use of a portion of the Property; and

WHEREAS, District is willing to grant to Tommy's a license for the non-exclusive access of the Property, the exclusive use of the marina, floating docks, boat house on the dock, and parking lot located on the Property, and the non-exclusive use of the dry storage facility and the counter space in the front office of the Condor Point storefront located on the Property, designated and outlined in red in Exhibit "A" ("License Area") in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties desire by this Agreement to provide for the terms and conditions for the access and use of the License Area.

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License and Use of License Area. District grants a non-exclusive license to Tommy's to access and use the License Area for the limited and sole purposes of operating and providing boat rental and related services ("Program"), as further set forth in Tommy's proposal, attached hereto as Exhibit "B" and incorporated herein by this reference. Any reference to Tommy's use of the License Area shall include use by Tommy's employees, contractors, volunteers or invitees.

Section 2. Monthly Fee. Tommy's shall calculate its adjusted gross revenues ("AGR") attributable to rentals of boats for use on the Property and shall pay the District on a monthly basis, ten percent (10%) of AGR totaling Two Hundred Thousand Dollars (\$200,000) or less and/or fifteen percent (15%) of its AGR totaling more than Two Hundred Thousand Dollars (\$200,000) ("Monthly Fee"). Tommy's must make payment of the Monthly Fee by 5:00 p.m. of the tenth (10th) calendar day of the month, beginning on April 15, 2022, and ending April 15, 2023. The parties acknowledge and agree that the Monthly Fee is not a rental or lease payment for the License Area. Late payments shall be subject to a four percent (4%) late fee.

(a) Special Event Fees. Tommy's may host special events in the License Area upon providing the District a minimum of fourteen (14) days advance written notice and so long as Tommy's special events do not conflict with the District's use of the Property. Tommy's shall pay the District a Four Dollar (\$4) per vehicle parking fee for all special events with more than fifty (50) guests.

(b) Rental of Off-Site Boats. District's grant of license and Tommy's use of the License Area includes Tommy's right to rent Piru-based boats (10 boats in year 1 of the Term) to customers off-site without including such fees in the AGR, solely in cases where less than 60% of the fleet is rented out on a given date/date range, or in cases where any boat vessel is available within two weeks of the inquired date range. In addition, all boats when rented offsite must be maintained in accordance with section 4(f) which addresses invasive species vessel inspection requirements.

Section 3. Term. The Agreement shall commence on the Effective Date and shall conclude at the expiration of this Agreement on March 31, 2023 ("Term"), unless mutually extended in writing by both parties. This Agreement may be mutually extended in writing by both parties for a maximum total term of five (5) years, or not to extend beyond March 31, 2028. This Agreement may be terminated immediately by District: (1) if Tommy's is in material breach of the Agreement, (2) if District determines there are unsafe and/or dangerous conditions, threats to life or property, or (3) without cause upon thirty (30) days written notice.

Section 4. Conditions to Use. Failure to comply with any of the following sections and conditions below shall be considered a material breach of this Agreement.

(a) Repair of License Area. Tommy's shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the use of the License Area by Tommy's, its employees,

volunteers or invitees, excluding only those caused by the sole active negligence or willful misconduct of District. Tommy's shall notify District immediately of any damage caused to the License Area. In the event that Tommy's fails to repair or replace the License Area, District may, at District's sole discretion, undertake any repair or replacement of the License Area and Tommy's shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

(b) Maintenance and Clean Up of License Area. Tommy's shall provide routine maintenance services on the License Area during the Term of the Agreement. Tommy's shall be responsible for the full and complete cleanup of the License Area at the close of each and every day, leaving it in a comparable state as existed prior to Tommy's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash, cleaning or sweeping up spills, and similar related activities.

(c) Hazardous Materials. Under no circumstances during the Term of this Agreement shall Tommy's use or cause to be used in the License Area any hazardous or toxic substances or materials, and under no circumstance during the Term of this Agreement shall Tommy's store or dispose of any such substances or materials in the License Area. Notwithstanding the foregoing, Tommy's may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of Tommy's Program. The method for transporting fuel for rental boats to the dock area or any part of the License Area shall be the sole responsibility of Tommy's. Tommy's must comply with all applicable federal, state, and local laws and regulations. To the extent Tommy's wishes to utilize the one thousand (1,000) gallon fuel tank located in the dry storage facility within the License Area, the District permits Tommy's to do so only upon Tommy's acquiring and showing the District verification of the proper permit from the Ventura County Air Pollution Control Board and Tommy's agreement to maintain detailed and accurate reporting of usage as required by the County of Ventura.

(d) Non-Interference with District Activities. This Agreement shall not grant Tommy's, its employees, volunteers or invitees the right to interfere with any activities of District, as determined by the District in its sole discretion.

(e) Records and Reports. Tommy's shall keep true and accurate books and records showing Tommy's AGR attributable to rentals of boats for use on the Property in a manner that conforms to industry standards and generally accepted accounting principles and practices. Tommy's shall submit to the District, on the tenth (10th) calendar day of the month, a verified income statement showing Tommy's AGR attributable to rentals of boats for use on the Property.

(f) Environmental Management. Tommy's shall be responsible for notifying the District's Park Ranger of the departure of any watercraft pursuant to Tommy's Program so that District staff may perform an invasive species inspection on the watercraft prior to departure from the License Area. Failure to do so may be deemed a material breach of this Agreement and Tommy's may be subject to prosecution pursuant to California and

Wildlife Code Section 2301. Tommy's agrees that all watercraft having been in the waters within the Property for more than 96 consecutive hours will undergo a high-pressure thermal decontamination process administered by a trained District staff person. All such efforts must be coordinated in advance with the District Chief Park Ranger or designee. Pursuant to this Agreement, Tommy's shall not knowingly allow any uninspected vessel or potentially contaminated water vessel to depart the Property without passing an exit inspection or undergoing a vessel decontamination.

(g) Conduct of Tommy's, Employees, Volunteers and Invitees. Tommy's shall insure that all employees, contractors, volunteers have appropriate background and medical clearance, to the extent necessary, and Tommy's shall ensure that all employees, contractors, volunteers, invitees, and all others in attendance will adhere to proper standards of public conduct and comply with all District policies. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the License Area. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer or invitee of Tommy's is failing to adhere to proper standards of public conduct, is in violation of any District policy and/or is in any way disrupting the activities of the District's employees, and/or invitees, the District reserves the right to remove said individual, and/or require Tommy's to remove said individual from the District's Property and prohibit future access to the Property.

(h) Insurance.

(i) Public Liability and Property Damage. Tommy's agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Tommy's use of the License Area under this Agreement. Such insurance shall be in amounts not less than \$5,000,000.00 per occurrence; \$10,000,000.00 for general aggregate and \$1,000,000.00 for property damage.

(i) Automobile Liability. Tommy's also agrees to maintain in full force and effect with regard to any Tommy's owned vehicles which Tommy's brings onto the License Area a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000.00 per accident throughout the duration of the Agreement.

(ii) Workers' Compensation. Tommy's shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$100,000.00 per employee and \$100,000.00 per occurrence.

(iii) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its

directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

(iv) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by Tommy's of the License Area, Tommy's will provide District with an endorsement(s) verifying such insurance and the terms described herein.

(i) Indemnification. Tommy's shall be responsible for, and District, its board members, officers, agents, employees, students and invitees ("District Parties") shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Tommy's, its agents, officers, employees, contractors, volunteers, guests or invitees ("Tommy's Parties"), or resulting from Tommy's Parties' activities at the Property including the License Area or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the License Area. Tommy's shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys' fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Tommy's Parties' activities at the Property including the License Area, this Agreement, and any other use of and operations at the Property including the License Area pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. Tommy's further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Property including the License Area. Tommy's further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Tommy's Parties stored at the Property including the License Area. In connection therewith:

(i) Actions Filed. Tommy's shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. Tommy's shall promptly pay any judgment rendered against Tommy's Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property including the License Area referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against

Tommy's Parties for such damages or other claims arising out of the use of and operations at the Property including the License Area referred to herein. Tommy's agrees, at its option, to defend District Parties or pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(j) Program Materials, Furnishings and Equipment. Tommy's shall provide all materials, furnishings and equipment to be used for its Program, including, but not limited to fuel for boats provided for rental under its Program. Tommy's is responsible for all costs associated with its Program.

(k) Program Supervision and Security. Tommy's shall provide all necessary supervision of its employees, volunteers and invitees while using the License Area. Tommy's is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times. Tommy's shall provide sufficient staffing to support the Program in order to ensure that the operation is maintained in a safe and secure manner. Tommy's shall be responsible for providing and shall provide competent onsite supervision of the Program.

(l) Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the License Area will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the License Area. The District's Representative shall provide Tommy's Representative with two (2) sets of keys necessary to access the License Area.

(m) Parking. Parking in the parking lot specified in Exhibit "A" shall not be reserved and shall be limited to standard-sized automobiles, except in specifically designated areas. No vehicles shall be parked in driveways, loading areas, or other areas not specifically designated for parking or marked as reserved. District events have priority. Tommy's shall coordinate with District, so Tommy's is aware of District events that will impact parking.

(n) Utilities. Tommy's shall be responsible for payment of all utilities associated with operation of its Program and/or use of the License Area during the term of this Agreement, including but not limited to water, electricity, trash, natural gas, propane, fuel and Wi-Fi. Removal and disposal of all rubbish, refuse, and garbage from the License Area shall be Tommy's responsibility and shall be disposed of outside the District's Property and in accordance with applicable laws and ordinances. Should Tommy's wish to utilize the trash receptacles on the Property, Tommy's may inquire with the District and negotiate a price for said usage. In the event Tommy's uses the trash receptacles on the Property and/or License Area without paying the District, the District reserves the right to invoice Tommy's for said unauthorized use and Tommy's shall reimburse District for the costs of using said trash receptacles within thirty (30) days of invoice by District.

(o) Taxes. Tommy's shall be responsible for all taxes associated with its use of the License Area. In the event possessory interest taxes are assessed, Tommy's shall be solely responsible for the payment of all Tommy's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Tommy's that: (i) the License Area is subject to possessory interest taxes, and that such taxes shall be paid by Tommy's; and (ii) Tommy's may be subject to the payment of property taxes levied on the possessory interest obtained by Tommy's. The parties acknowledge that during the term of this Agreement, Tommy's shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the License Area, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

(p) Periodic Inspections/Access. District shall be allowed, but is not required, to perform periodic inspections of the License Area without notice in order to determine the physical condition of the License Area. District shall make every effort to conduct these activities in a manner that does not unduly interrupt Tommy's use of the License Area.

(q) Vacating License Area. Tommy's acknowledges and agrees that this Agreement is a non-exclusive license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to the Tommy's that would be consistent with a lease. Accordingly, Tommy's acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Tommy's will not have access to the License Area and the District may elect to change locks or take other steps to prevent Tommy's from having access to the License Area. The District may remove from the License Area any remaining personal property of Tommy's and/or will endeavor to cooperate with Tommy's to schedule a mutually convenient time to allow Tommy's to remove its personal property, if any remains, from the License Area; however, such access is to be made under the District's supervision.

Tommy's INITIALS: _____

(r) Termination or Expiration of Agreement. Upon termination or expiration of the Agreement, Tommy's shall return the License Area and any then-existing improvements to the District in clean, good order, condition and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. Tommy's shall remove from the License Area all of Tommy's personal property and trade fixtures. All property not so removed shall be deemed abandoned by Tommy's and Tommy's shall be responsible for any costs incurred by the District for the removal of such abandoned property.

Tommy's INITIALS: _____

Section 5. District Special Events. Tommy's shall cooperate with any filming operations and/or special events conducted and/or organized by the District within the License Area and/or Property. Such filming operations and/or special events are exclusively at the discretion of the District, but the District agrees to consult with Tommy's in an effort to avoid interfering with Tommy's Program. Tommy's shall not receive any revenue from the District associated with special events such as fishing tournaments and/or film shots hosted by the District in the License Area and/or Property. Any revenue Tommy's receives pertaining to such District special events shall be paid directly to Tommy's by said fishing organizations and/or film studios for impacts that limit or hinder Tommy's Program and/or use of the License Area. The District agrees to contact Tommy's in advance of all such District special events to determine projected revenue losses and to assist in negotiating the recovery of such fees on Tommy's behalf. Tommy's agrees to submit an invoice to said organizations at the request of the District in order to recover any and all financial losses. The District makes no guarantees that it will successfully obtain any potential loss revenues for Tommy's from such fishing organizations and/or film studios, but shall utilize its best efforts to assist Tommy's in this effort. The District agrees to secure endorsements naming Tommy's as an additional insured on filming companies' insurance policies and indemnification and hold harmless agreements, separately from the District to provide legal indemnities. If Tommy's rents, sells, or loans the use of its equipment, resources, and/or staff to filming companies, it shall make separate arrangements for the terms and payment separately from the District and the District will not be responsible for collection of fees or damage/injury to Tommy's personal property.

Section 6. Compliance With Law.

(a) Tommy's shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the License Area and/or Program, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the License Area. Tommy's shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, including a conditional use permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the License Area. Tommy's shall comply with requirements of state law regarding health screening, fingerprinting and background checks, as applicable. Upon request by District, Tommy's must provide a certified copy of all permits and licenses required above.

(b) District has made no representation or warranty as to the suitability of the Property and/or the License Area for Tommy's Program, and Tommy's waives any implied warranty that the Property and/or the License Area are suitable for Tommy's intended purposes. Prior to the commencement date of the Program, Tommy's shall have taken the appropriate steps and made the appropriate inquiries to confirm that Tommy's is or will be as of the commencement date of the Program in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and Tommy's operation of the Program, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Term.

Tommy's INITIALS: _____

(c) In furtherance of Section 6(b) above, District makes no representation or warranty regarding the condition of the Property with respect to the COVID-19 virus and shall not be responsible or liable for any harm or damage related to the COVID-19 virus incurred by Tommy's or any Tommy's staff or guest entering the Property. By executing this Agreement, Tommy's hereby accepts sole responsibility to take all steps necessary to comply with any law or regulation related to its use of the Property to address the COVID-19 virus throughout the term of the Agreement including, but not limited to, implementing mask requirements, social distancing protocols, and providing extra sanitation through the License Area. Tommy's is solely responsible for determine the COVID-19 regulations or guidelines applicable to its use of the Property and ensuring compliance throughout the term of the Agreement which may include temporarily limiting or stopping use of the Property based on current or future orders by the federal, state, or local government and implementing safety procedures including, but not limited to, requiring face masks, implementing social distancing procedures, conducting "deep cleaning" in high traffic areas, and providing extra sanitary supplies for anyone entering the License Area.

By entering into this Agreement, District is not making any implied or explicit suggestion or warranty that the Property is protected from the COVID-19 virus or otherwise safe for use. Tommy's shall also defend, indemnify and hold harmless District and its Board, employees, and agents from any harm, claim, liability, or damage arising out of, caused by, or from any person claiming to have contracted, or demonstrating contraction of, COVID-19, or any related sickness or ailment as the result of entering the License Area at the permission or request of Tommy's and any claimed violation of any regulation related to COVID-19 arising from Tommy's use of the License Area. Except as explicitly stated in the Agreement, this Agreement does not require the District to take any additional responsibility for additional cleaning or sanitation obligations with respect to the License Area which shall remain the sole responsibility of Tommy's.

Section 7 Improvements Installation of Improvements by Tommy's. Tommy's shall not construct or install any improvements (as defined in Civil Code section 660) on the License Area and/or Property or otherwise alter the License Area and/or Property without the prior written consent of District. District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements for any or no reason. Contractors retained by Tommy's with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements for similar or like projects. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws, including, but not limited to, building codes, fingerprinting requirements, and prevailing wage laws, if prevailing wage requirements are applicable to the project. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work. Tommy's shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability

arising out or caused by any violation by Tommy's or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Section 8. Condition of License Area. District is not aware of any defect in or condition of the License Area that would prevent its use for Tommy's purposes. District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the License Area that calls into question the appropriateness or sufficiency of the License Area for the intended purpose. Tommy's, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the License Area, including, without limitation, those relating to health, safety, noise, environmental protection, zoning conditions, waste disposal, and water and air quality. Tommy's shall not be responsible for any and all environmental conditions that existed prior to Tommy's use and occupancy of the License Area, so long as such environmental conditions are not exacerbated by Tommy's negligence or willful misconduct. District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards for any existing compliance issues prior to the date of execution of this Agreement or that are not triggered by any modifications or improvements made by Tommy's. Tommy's shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by Tommy's. Should any modifications or improvements made by Tommy's change or affect the character of any existing improvements, Tommy's shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards.

Tommy's enters this Agreement fully understanding and acknowledging that the lake levels on the Property and/or License Area will vary substantially. District makes no promises or guarantees for minimum lake levels on the Property and/or License Area. The lake is District's reservoir and is utilized first and foremost for groundwater recharge throughout the basins of District's boundaries, as deemed necessary by District in its sole discretion. Tommy's may make no claim against District for economic damages, and District shall bear no liability to Tommy's, due to varying lake levels within the Property and/or License Area.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property and/or License Area due to Tommy's use and occupancy thereof, Tommy's, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the License Area, to the satisfaction of District and any governmental agencies having jurisdiction over the License Area or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If Tommy's fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the cleanup, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and/or monitoring costs, penalties, fines and/or

disbursements. District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from Tommy's, which shall remain a liability of Tommy's until paid in full.

Section 9. Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Tommy's acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Tommy's against District, or by District against Tommy's. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Ventura County.

Section 10. Title to Property. The parties acknowledge that title to the Property is held by District and shall remain in District's name at all times.

Section 11. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 12. Entire Agreement; Amendment. This Agreement, together with its attachments, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior discussions, negotiations and agreements, whether oral or written made prior to the date hereof. This Agreement may be amended or modified only by a written instrument executed by both parties.

Section 13. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to Tommy's:	Tommy's 146 Monroe Center St. NW, Suite 820 Grand Rapids, MI 49503 Attention: Director, Katie Hicks
If to District:	United Water Conservation District 1701 N. Lombard St. Suite, 200 Oxnard, CA 93030 Attn: General Manager, Mauricio Guardado

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 14. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by Tommy's in the performance of services and functions with respect to this Agreement shall be deemed employees of Tommy's and no Tommy's employee shall be considered as an employee of District under the jurisdiction of District, nor shall such Tommy's employees have any District pension, civil service, or other status while an employee of the Tommy's.

(b) Tommy's shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Tommy's, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 15. Assignment. Tommy's, as a licensee, acknowledges that the rights conferred herein are personal to Tommy's and do not operate to confer on or vest in Tommy's any title, interest, or estate in the License Area or any part thereof, and therefore, Tommy's shall not assign, sublet, hypothecate or mortgage the License Area or any portion thereof, by, through or pursuant to this Agreement.

Tommy's INITIALS: _____

Section 16. Nondiscrimination. In utilizing the Agreement, Tommy's shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 17. As-Is Condition. The License Area are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the License Area and/or its suitability for the Program.

Section 18. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

- Exhibit A: Location and Description of Property and License Area
- Exhibit B: Tommy's Proposal

Section 19. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 20. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between District and Tommy's. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 21. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 22. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof, be construed to limit or extend the meaning of this Agreement, nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 23. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 24. Nonliability of Officials. No director, officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative

Section 25. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement

Section 26. Signs. Tommy's shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the License Area without District's prior written consent, which consent is at the District's sole discretion. The portion of Tommy's website related to Tommy's Program in the License Area must be approved in advance by the District prior to its online posting, and any significant changes thereafter shall be approved by the District.

Section 27. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 28. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable or contrary to law, statute, and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of the Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall continue as valid, legal, and enforceable.

Section 29. Waiver. No delay or omission of the District to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Tommy's hereunder. Any waiver by the District of any breach of any term, covenant, condition, or default must be in writing and shall not be a waiver of any other breach, term, covenant, condition or default concerning the same or any other provision of the Agreement.

Section 30. Execution in Counterpart. This Agreement and all amendments and supplements to it may be executed in counterparts, and all so executed counterparts together shall be construed as one document binding on all parties hereto.

Section 31. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Directors duly passed and adopted.

Section 32. Scanned/Electronic Signatures. This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

District:

**UNITED WATER CONSERVATION
DISTRICT**

By: _____

Its:

Tommy's:

TOMMY'S CALIFORNIA VENTURA, LLC

By: _____

Its:

Exhibit “A”

Description of Property and License Area

(Inserted on Next page)

Exhibit- A



United Water
CONSERVATION DISTRICT

Exhibit “B”

Tommy’s Proposal

(Inserted on Next page)



Lake Piru Proposal

Scope

- ✦ Introduce Tommy's Waterfront/Rental Department to the local and surrounding Lake Piru area, tap into a market consisting of locals and tourists alike, with boat accommodations for all.
- ✦ Visit Tommy's site: www.gettommys.com
- ✦ Visit Tommy's Instagram: @tommysboats

Why Tommy's

- ✦ **New Fleets** - Tommy's provides brand new, current model boats each new rental season, ensuring customers are provided with top-of-the-line technology and quality equipment (please note, the case of market/supply chain issues, Tommy's occasionally retains rental boats for two years)
- ✦ **Customer Service** - Tommy's puts customers first, accommodating every customer need to the best of our ability.
- ✦ **Growth Oriented**- Tommy's is growing rapidly, adding new rental locations across the United States frequently, allowing us to continue our reputation and sustain trust in our customers that visit us in more than one location.
- ✦ **Competitive** - Tommy's consistently analyzes local markets and demand, adjusting pricing in order to stay competitive, and increasing fleet sizes when the demand and need presents itself
- ✦ **Safety** – Tommy's puts safety at the forefront of every decision and step forward - from staff and customer education, partnering with local law enforcement, and by continuously improving current processes and procedures.

Tommy's Amenities:

- ✦ Rental boats (pontoons and inboard surf/wake boats), and accessories (tubes, skis, surfboards, wakeboards). Staff to manage the rental process
- ✦ Staff for assisting DNR with marina/anchor movement
- ✦ Slip availability for DNR vessels (quantity TBD)
- ✦

Revenue Share

- ✦ Tommy's anticipates Year 1 to heavily consist of market penetration as we begin to create our footprint - training employees and customers alike on what Tommy's has to offer; thus, resulting in an enhanced Gross Revenue payout. From Year 2 on, we anticipate penetration and volume to become more prominent, similar to our other existing rental locations - resulting in an adjusted GM payout.
- ✦ 2022
 - 10% rental boat Gross Revenue
 - 15% rental boat Gross Revenue after 200k
 - Does not include pro shop gear sales or rental equipment (tubes, surfboards, etc.)
 - Only applies to boats renting on Lake Piru
- ✦ 2023 onward
 - 10% rental boat Gross Revenue
 - Does not include pro shop gear sales or rental equipment (tubes, surfboards, etc.)
 - Only applies to boats renting on Lake Piru

Tommy's Preferences:

- ✦ Storage building access and parking spaces for servicing rental boats and for Tommy's boat/gear storage (Tommy's would like to utilize this space, so long as it is emptied of past concessionaires' items).
- ✦ Use of office space located on marina dock.
- ✦ Lot space for Tommy's vehicle(s).
- ✦ Lot space for a potential mobile trailer/kiosk utilized for rental check in, storage, and pro shop gear.
- ✦ Availability to all marina slips – for Tommy's owned boats and/or sold slips to external customers.
- ✦ Ability to onboard additional rental boats mid-season and each new season, as necessary.
- ✦ Ability to adjust prices as needed, based on demand, market, and other factors, at any time.
- ✦ Ability to rent boats from Lake Piru elsewhere to accommodate customer requests and preferences.
- ✦ Included in existing and future Lake Piru marketing avenues, promoting Tommy's Rental dept.
 - 1-year contract with a 5-year option - Tommy's will notify Lake Piru of the decision regarding the 5-year option by August 15th, 2022.

Tommy's Process:

Reservations

- ✦ Reservation and walk-up options, with an emphasis/customer training on "reserve as soon as you know your preferred date(s)"
- ✦ 50% deposit, fully refundable up to 2 weeks in advance
- ✦ Half day reservations available (for 2022 to start – most of our other rental locations do not reserve for half days due to full day reservation frequency)
- ✦ Hourly walk-up rental options, with boat availability
- ✦ Reservations and sales run through Dealership Advantage (internal software)

Hours of Operation

- ✦ Approx. annual operation: April-October
- ✦ Approx. hours of operation: 9a-6p, Wed-Sun, weather/traffic dependent
- ✦ Daily rentals: approx. 10a-5p
- ✦ Half day rentals: 4-hour increments

Staff Structure (2022):

- ✦ Lake Piru Waterfront Manager (1)
- ✦ Dockhand Leads (2-3)
- ✦ Dockhands (2-3)

Customer Retention

- ✦ Customers come first – Tommy's rental staff is trained on accommodating customers to the best of our ability, avoiding the word "no" and instead offering a different accommodation. All staff has the authority to make a decision on accommodating a customer/fixing an issue without going up the chain of command (staff is also trained on ensuring a manager is involved if issues/situations escalate or require it).
- ✦ Convenience and streamlined process – Tommy's begins educating customers on safety and Tommy's procedures even before they arrive, through FAQ's and training videos. Once onsite, Tommy's staff utilizes a thorough checklist before handing the keys to the boat to the customer. This process includes driving tests (where applicable), lake rules, safety protocols, etc.

Community Outreach

- ✦ Tommy's strives to make partnerships within local community businesses, offering a small revenue share for customers referred to Tommy's from a particular business, whether that be a VRBO, hotel, restaurant, amusement park, etc.

- ✦ Membership program, attracting locals and tourists alike, with deep discounts and the ability to purchase rental packages (10, 15, 20 days) to be used throughout the calendar year and Lake Piru and/or other current Tommy's rental locations

Maintenance

- ✦ Tommy's maintains our own rental boats with certified marine technicians
- ✦ Tommy's follows preventative maintenance measures with each rental boat. This includes a post-rental check when a customer returns a boat to ensure the boat is still operating as it should, as well as consistent and timely oil changes, etc.

Customer Responsibilities

- ✦ The customer assumes all liability and responsibility after the rental contract is signed. This includes any damages sustained to the rental boat throughout the rental day(s).

Marketing

- ✦ Tommy's has its own in-house marketing team, which has received several awards at National Dealership events, and has a successful following on social media.
- ✦ Tommy's has an existing dealership in Ventura, allowing us to begin capitalizing on rental clientele outreach and education before our 2022 opening date

2022 (Year 1) Projections:

- ✦ Start Date: Between March 1-April 1, 2022
- ✦ Minimum of 10 rental boats – approx. 3 Axis, 7 Pontoons (Tahoe or Starcraft)
- ✦ Anticipated sales: \$160,000 (assumption of 10 rental boats x 5 months of busy season x 4 weekends/month x 2 days per weekend x most popular boat renting at approx. \$400/day).
- ✦ Anticipated GM: \$112,000

Pricing Structure 2022 (subject to change, based on market):

- ✦ 20-22' Pontoons:
 - Half Day: 75% daily rate
 - Daily: \$450-550
 - Multi Day (3+): \$350-450
 - Weekly: \$2,250-\$2750
- ✦ 23-25' Pontoons
 - Half Day: 75% daily rate
 - Daily: \$650-750
 - Multi Day (3+): \$550-650

- Weekly: \$3,250-3,750

✦ Axis

- Half Day: 75% daily rate
- Daily: \$800-900 daily
- Multi Day (3+): \$700-800
- Weekly: \$4,000-4,500