

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 18, SERIES 2024**

**A RESOLUTION APPROVING THE PURCHASE OF THE CONTRACT WITH
COLORADO JUMPS, INC DBA AIRBOUND FOR INTERACTIVE ENTERTAINMENT
SERVICES**

WHEREAS, the Town Council of the Town of Timnath (the “Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS attached hereto as **Exhibit A** is the Independent Contractor Agreement for Recreational Services for Interactive Entertainment Services between the Town and Colorado Jumps, Inc dba Airbound, dated February 5, 2024; and


WHEREAS, the Town Council is familiar with the Independent Contract Agreement for Recreational Services and finds it to be in the best interest of the Town, its residents, and the general public to enter into the agreement.


NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$48,365.00 is hereby approved, authorized, and ratified to enter into a contract with Colorado Jumps, Inc dba Airbound for interactive entertainment services. The required agreements may be finalized by the Town Manager, in consultation with Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON FEBRUARY 13, 2024.

TOWN OF TIMNATH, COLORADO

Mark J. Soukup, Mayor

ATTEST:

Milissa Peters-Garcia, CMC
Town Clerk



**INDEPENDENT CONTRACT AGREEMENT FOR RECREATIONAL SERVICES
(Interactive Entertainment Services)**

This INDEPENDENT CONTRACT AGREEMENT FOR RECREATIONAL SERVICES, including all exhibits attached hereto, (the “Agreement”) is entered into as of the 29th day of May, 2024, by and between TOWN OF TIMNATH, a home rule municipality and political subdivision of the State of Colorado (the “Town”), and COLORADO JUMPS, INC DBA AIRBOUND (the “Contractor”), a limited liability company of the state of Colorado, in good standing with the Colorado Secretary of State (*see Exhibit C*). The Town and Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a home rule municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to § 31-15-101, C.R.S.;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by Contractor under this Agreement;

WHEREAS, the Town desires to engage Contractor to render the services described in this Agreement;

WHEREAS, Contractor has represented that it has the professional experience, skill and resources to perform the services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**. In the event of any conflict between terms in the body of this Agreement and **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to incur any obligation or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town.

2. **TERM/RENEWAL.** This Agreement shall be effective as of the date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 14 hereof; (ii) completion of the Services; or (iii) December 31st of the year of execution of this Agreement.

3. **ADDITIONAL SERVICES.** The Town may request, in writing, that Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of such services

shall be subject to the mutual agreement of the Parties pursuant to a written service order or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount.

4. GENERAL PERFORMANCE STANDARDS

a. Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement.

b. Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by Contractor is delayed due to factors beyond Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the Town and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. Contractor agrees that it will continue comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, equal opportunity and non-discrimination in employment, and immigration laws.

d. The responsibilities and obligations of Contractor under this Agreement shall not be relieved or affected in any respect by the presence of, review by, or acceptance by any agent, contractor, subcontractor or employee of the Town.

5. BACKGROUND CHECKS. Contractor shall provide the Town with a list of all employees, subcontractors or volunteers (collectively "Contractor's Agents"), which will be performing the Services for the Town. Prior to beginning any classes/camps/programs or adding any new Contractor's Agents, Contractor shall provide the Town with proof that it has conducted a comprehensive background check within the past six months on all of Contractor's Agents over the age of 16, which will have contact with vulnerable persons, defined as youth under the age of 18 or elderly citizens over the age of 65 or persons with disabilities, as part of the Services. The background check shall include, at a minimum, confirming identity, checking for national and local criminal convictions (including all counties in which Contractor's Agents have lived in for the past seven years) and checking the sexual offender registry. The background checks on Contractor's Agents should be renewed at least every 12 months. If the background check reveals any felony charges or convictions or criminal charges or convictions related to vulnerable person(s) or involving violence, sexual assault or molestation, such individuals shall not be allowed to participate in the Services.

6. SAFETY PROTOCOLS.

a. Contractor has adopted and shall follow its policies on employment screening and harassment attached hereto as part of Exhibit A.

b. Employees, subcontractors and volunteers of Contractor are prohibited from being alone with or transporting any youth under the age of 18 or persons with disabilities, without the express advanced written permission of the Director of Parks and Recreation and the parent/guardian.

c. Contractor shall notify the Town any time that Contractor becomes aware of a pending charge or conviction for crimes that are violent or harmful to children or vulnerable parties by someone performing the Services, pursuant to the procedure set forth in subsection f below.

d. Contractor shall provide written notice to the Town within 24 hours or receiving any complaint of inappropriate behaviors, sexual harassment or abuse or molestation, on behalf of any employee, subcontractor, volunteer, agents or participant in the Services, including a full report detailing the allegation. Contractor shall provide all information in connection with the allegation to the Town and cooperate with the Town in its investigations. Contractor shall not retaliate against anyone for reporting an incident or participating in the processes for investigating and addressing complaints. Such reporting shall be submitted via email to all of the following individuals, followed by a Copy mailed to the Town Manager at 4750 Signal Tree Drive, Timnath, CO 80547:

Tom Casal, Director of Parks and Recreation tcasal@timnathgov.com	Aaron Adams, Town Manager aadams@timnathgov.com
Carolyn Steffl, Town attorney csteffl@dietzedavis.com	Patricia Damiano, Town Paralegal pdamiano@timnathgov.com

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services shall be as follows:

TOWN TO PAY CONTRACTOR. The Town shall pay Contractor, in accordance with **Exhibit A**. Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Concurrent with the execution of this Agreement, Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain an itemized statement of the Services performed. Payment for the Services shall be made by the Town within 30 days of receipt of a timely, satisfactory and detailed invoice. In the event that the Town contests all or a portion of an invoice, the Town shall provide

timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

b. Interest on late payments, if any, other than amounts disputed by the Town, shall accrue and be paid at a rate of 12 percent per annum.

8. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and nothing in this Agreement shall constitute or designate Contractor or any of its employees or agents as employees or agents of the Town. Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town shall not secure nor provide, any insurance coverage or employment benefits of any kind to Contractor or its employees or sub-contractors, including without limitation, tax contributions, insurance contributions (e.g. FICA taxes), disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits or retirement account contributions. Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. **Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than the Town, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

9. PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor's employees that are members of the Colorado Public Employees' Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town's obligations to perform under this Agreement are specifically conditioned on Contractor's performance as required under this Section 9.

10. CONTRACTOR'S INSURANCE.

a. Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. The commercial general liability and comprehensive automobile liability insurance policies will be endorsed to name the Town as an additional insured and shall contain waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, Contractor shall provide the Town with certificates evidencing the policies required by this Agreement, as well as the amounts of coverage, which certificates shall be attached hereto as **Exhibit B-1**. All subcontractors,

if any, shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and Contractor; provided, however, that the subcontractors shall not be required to provide coverage in excess of that which is required hereunder of Contractor. If the coverage required expires during the term of this Agreement, Contractor or subcontractor shall provide replacement certificates evidencing the continuation of the required policies.

c. Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit Contractor's liability under any provision in this Agreement. Contractor shall be responsible for the payment of any deductibles on issued policies.

11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Contractor shall hold in strict confidence, and shall not disclose or use in competition, any information which Contractor becomes aware of under this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to Contractor (ii) provided to Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by Contractor without use of the Town's confidential information. If requested by the Town, Contractor will enter into a confidentiality agreement in a form reasonably acceptable to the Parties. Contractor agrees that any of its employees, agents or subcontractors with access to any information designated as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclose or Contractor may obtain directly for customers Personal Identifying Information or "PPI". "PPI" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. If Contractor receives PPI, in compliance with § 24-73-102, C.R.S., Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the PPI; and (ii) reasonably designed to help protect the PPI from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, Contractor agrees to notify the Town of any conflicts of interest known to Contractor that impact Contractor's provision of Services to the Town.

12. INDEMNIFICATION.

Contractor shall indemnify and save and hold harmless the Town, its councilmembers, officers, agents, contractors, and employees from and against: (1) damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers and employees of the Town) and (2) claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees costs), causes of action, or other legal, equitable or administrative proceedings, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation which is incurred by the Town, caused by or arising out of the errors and omissions, willful misconduct, criminal, tortious or negligent actions or omissions of Contractor, in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including such acts or omissions of employees, agents, subcontractors, volunteers, or representatives of Contractor; provided however, that Contractor need not indemnify the Town from damages proximately caused by the negligence of the Town's officers, agents and employees. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary.

13. SUBCONTRACTORS. Contractor shall not subcontract any Services without prior written approval by the Town. Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by Contractor or a subcontractor, and neither the Town's approval of any subcontractor or supplier, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect Contractor's duties, liabilities, or obligations under this Agreement. Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

14. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or convenience by the Town by giving Contractor thirty days' prior written notice or for default, as set forth in Section 16 below.

15. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, per Section 16 below. If any default is not cured within ten days of such notice, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations by an action for injunction or specific performance. This Town may immediately terminate this Agreement if it finds that the actions or inactions by Contractor pose a risk to health, safety and welfare of residents or participants in the Services, including without limitation, failure to comply with the requirements of Section 5 and 6.

16. NOTICES. Except as set forth in Section 5 and 6 hereof, any notice required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight courier service, or sent by certified mail, return receipt requested. Notices shall be deemed received upon: (a) delivery, if hand-delivered; (b) the earlier of actual receipt or three days after mailing, if sent by registered or certified mail; or (c) one business day after being deposited with a nationally recognized overnight air courier service. Any Party may at any time, by giving written notice to the other Party as provided in this Section, designate additional persons to whom notices will be given or change the address to which such notice will be given. Such notices will be given to the Parties at their addresses set forth below:

To the Town: Town of Timnath
 Attn: Town Parks and Recreation Director
 4750 Signal Tree Drive
 Timnath, CO 80547
 970-224-3211 (phone)
 970-224-3217 (fax)

With copy to: Timnath Town Attorney
 4750 Signal Tree Drive
 Timnath, Colorado 80547
 (970) 224-3211 (phone)
 (970) 224-3217 (fax)

Contractor: Colorado Jumps, Inc dba Airbound
 PO Box 273008
 Fort Collins, CO 80527
 Attention:
 (970) 613-4343 (phone)

17. RECORDS. The Town shall have the right to review or audit, with reasonable notice, any of Contractor's records necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets and payroll records). Contractor agrees to maintain adequate records for such purposes during this Agreement and for two years after expiration or termination and to make the same available to the Town at all reasonable times and for so long thereafter as there are unresolved questions or disputes regarding any item pertaining thereto.

18. GENERAL PROVISIONS.

a. Entire Agreement / Amendment. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other on the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may modified only by a writing executed by both Contractor and the Town.

b. Assignment. Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part the Town's consent shall be null and void and of no effect.

c. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

d. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

e. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the work is being performed. The Parties expressly and irrevocably waive any objections to venue, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings, and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

f. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the State of Colorado.

g. Litigation. At the Town's request, Contractor will consent to being joined in litigation between the Town and third parties related to the Services or this Agreement, but such consent shall not be construed as an admission of fault or liability.

h. Annual Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or financial obligation whatsoever. Financial obligations of the Town pursuant to this Agreement are subject to annual budgeting and appropriations.

i. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town, including without limitation protections under the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

j. Negotiated Provisions and Priority. This Agreement shall not be construed more strictly against one Party than against the other merely because it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

k. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, there shall automatically be added

to this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

l. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement.

m. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

n. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Aaron Adams
A7C880DD439C4A8...
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:
Milissa Peters-Garcia
07A8AF3B02114D7...
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carolyn Steff
F44B3963ECCD949F...
Town Attorney
Carolyn Steff

Town's Signature Page to Independent Contractor Agreement for Recreation Services (Interactive Entertainment Services) with the Town of Timnath and Colorado Jumps, Inc dba Airbound, dated May 29, 2024

COLORADO JUMPS, INC DBA AIRBOUND:
a Colorado limited liability company

DocuSigned by:
Mariah Wilcox
027DF8A5498F4CC...

Printed Name: Mariah Wilcox

Title: General Manager

***Contractor's Signature Page to Independent Contractor Agreement for Recreation Services
(Interactive Entertainment Services) with the Town of Timnath and Colorado Jumps, Inc dba
Airbound, dated May 29, 2024***

EXHIBIT A
SCOPE OF SERVICES

The Event Service Order with the Event ID 246510 dated January 26, 2024, the Event Service Order with the Event ID 246512 dated January 26, 2024, the Event Service Order with the Event ID 246514 dated January 19, 2024, and the Event Service Order with the Event ID 246516 dated January 26, 2024 from Contractor to the Town shall constitute the Scope of Services.

Additionally, Contractor's policies on employment screening and harassment are attached hereto and incorporated into the Scope of Services.



Colorado Jumps Inc. - dba AIRBOUND

Phone: (970) 613-4343 | P.O. Box 273008 - Fort Collins, CO 80527-3008 | AirboundColorado.com

EVENT SERVICE ORDER

Event ID # 246510 | Salesperson: Sydney Bloom | Order Date: 1/26/24

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (970) 690-7951

CLIENT INFO:		EVENT INFO:	
Name:	Callie Hoppe	Event Date:	Friday, June 7, 2024
Organization:	Town of Timnath	Event Times:	5:30 PM - 8:00 PM
Phone:	970-980-4501	Event Location:	Timnath Community Park
Email:	callie@overlordcreations.com	Event Address:	5500 Summerfields Parkway
Address:	4750 Signal Tree Drive		Timnath, CO 80547
	Timnath, 80547	Event Name:	Ice Cream Social

Qty.	Item	Price
1	Mind Winder Amusement Ride	\$3,050.00
1	Rock Climbing Wall (5 Lane)	\$1,575.00
1	MEGA Battle Zone	\$1,850.00
1	MEGA PLUS Ultimate Challenge Inflatable Obstacle Course 170' (Straight)	\$2,250.00
1	Kraken Dual Lane Slide	\$1,700.00
1	Street Curling Express	\$825.00
1	Monster Truck Combo House	\$825.00
1	Combo Bounce House	\$525.00
1	Toddler Zone	\$525.00
1	Inflatable Midway Game(s)	\$425.00
1	Inflatable Sports Game(s)	\$425.00
1	**Airbound Staff Included**	
1	**Stakes Used To Secure Equipment**	
1	*Set Up & Delivery*	
1	Generator	\$1,060.00
1	**Generator - Towable (LG)**	
		Discount (-): Multiple Items \$600.00

Payment Terms: 50% Deposit due upon execution of the Agreement /Final balance due within 30 days upon receipt of a valid invoice following the Event.

MAKE PAYMENT TO: AIRBOUND

Package Total:	\$14,435.00
Paid:	\$0.00
Balance:	\$14,435.00



Colorado Jumps Inc. - dba AIRBOUND

Phone: (970) 613-4343 | P.O. Box 273008 - Fort Collins, CO 80527-3008 | AirboundColorado.com

EVENT SERVICE ORDER

Event ID # 246512 | Salesperson: Sydney Bloom | Order Date: 1/26/24

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (970) 690-7951

CLIENT INFO:		EVENT INFO:	
Name:	Callie Hoppe	Event Date:	Thursday, July 4, 2024
Organization:	Town of Timnath	Event Times:	5:30 PM - 9:30 PM
Phone:	970-980-4501	Event Location:	Timnath Reservoir
Email:	callie@overlordcreations.com	Event Address:	5824 East County Road 40 Fort Collins, CO 80525
Address:	4750 Signal Tree Drive Timnath, 80547	Event Name:	Timnath 4th of July

Qty.	Item	Price
1	Quad Bungee Trampoline	\$5,065.00
1	Coconut Tree Climb	\$1,980.00
1	Human Gyroscope Ball	\$1,700.00
1	MEGA Toxic Crush Obstacle Course 150'	\$2,610.00
1	Crane Truck Dual Lane Slide	\$1,220.00
1	Wrecking Ball	\$1,070.00
1	Bungee Run (3 Lane)	\$1,185.00
2	Combo Bounce House	\$1,420.00
1	Toddler Zone	\$710.00
2	Inflatable Midway Game(s)	\$1,175.00
1	**Generator(s)**	\$1,200.00
1	**Airbound Staff Included**	
1	**Stakes Used To Secure Equipment**	
1	*Set Up & Delivery*	
		Discount (-): Multiple Items \$330.00

Payment Terms: 50% Deposit due upon execution of the Agreement /Final balance due within 30 days upon receipt of a valid invoice following the Event.

Package Total:	\$19,005.00
Paid:	\$0.00

MAKE PAYMENT TO: AIRBOUND

Balance:	\$19,005.00
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Colorado Jumps Inc. - dba AIRBOUND

Phone: (970) 613-4343 | P.O. Box 273008 - Fort Collins, CO 80527-3008 | AirboundColorado.com

EVENT SERVICE ORDER

Event ID # 246514 | Salesperson: Sydney Bloom | Order Date: 1/19/24

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (970) 690-7951

CLIENT INFO:		EVENT INFO:	
Name:	Callie Hoppe	Event Date:	Friday, August 9, 2024
Organization:	Town of Timnath	Event Times:	8:30 PM - 11:00 PM
Phone:	970-980-4501	Event Location:	Timnath Community Park
Email:	callie@overlordcreations.com	Event Address:	5500 Summerfields Parkway
Address:	4750 Signal Tree Drive		Timnath, CO 80547
	Timnath, 80547	Event Name:	Timnath Movie Night

Qty.	Item	Price
1	Inflatable Movie Screen/ Up-Graded Sound/ Tech	\$1,050.00
1	**Airbound Staff Included**	
1	**Generator(s)**	\$125.00
1	**Stakes Used To Secure Equipment**	
		Discount (-): \$0.00

Payment Terms: 50% Deposit due upon execution of the Agreement /Final balance due within 30 days upon receipt of a valid invoice following the Event.

MAKE PAYMENT TO: AIRBOUND

Package Total:	\$1,175.00
Paid:	\$0.00
Balance:	\$1,175.00



Colorado Jumps Inc. - dba AIRBOUND

Phone: (970) 613-4343 | P.O. Box 273008 - Fort Collins, CO 80527-3008 | AirboundColorado.com

EVENT SERVICE ORDER

Event ID # 246516 | Salesperson: Sydney Bloom | Order Date: 1/26/24

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (970) 690-7951

CLIENT INFO:		EVENT INFO:	
Name:	Callie Hoppe	Event Date:	Saturday, September 28, 2024
Organization:	Town of Timnath	Event Times:	10:30 AM - 3:00 PM
Phone:	970-980-4501	Event Location:	Timnath Community Park
Email:	callie@overlordcreations.com	Event Address:	5500 Summerfields Parkway Timnath, CO 80547
Address:	4750 Signal Tree Drive Timnath, 80547	Event Name:	Fall Festival

Qty.	Item	Price
1	Phantom's Revenge Amusement Ride	\$3,425.00
1	The Wizzer	\$1,500.00
1	MEGA Jump N Slide	\$2,075.00
1	MEGA Corn Maze	\$1,950.00
1	Rodeo Roper	\$1,300.00
2	Combo Bounce House	\$1,245.00
1	Toddler Zone	\$625.00
1	Inflatable Sports Game(s)	\$425.00
1	Inflatable Midway Game(s)	\$595.00
1	Inflatable Sports Game(s)	\$595.00
1	**Generator(s)**	\$615.00
1	*Set Up & Delivery*	
1	**Airbound Staff Included**	
1	**Stakes Used To Secure Equipment**	
		Discount (-): Discount \$600.00

Payment Terms: 50% Deposit due upon execution of the Agreement /Final balance due within 30 days upon receipt of a valid invoice following the Event.

Package Total:	\$13,750.00
Paid:	\$0.00

MAKE PAYMENT TO: AIRBOUND

Balance:	\$13,750.00
-----------------	--------------------



AIRBOUND
A Division of Colorado Jumps Inc

Pre-Employment Screening

All Airbound Employees go through many different pre-screening processes prior to and during their employment. These have been listed below with multiple forms/explanations for Town of Timnath.

Hiring Screening:

Name:

Do you have a Drivers License?

If yes, would you be willing to help with carpooling?

Where are you willing to travel in Colorado?

Do you have any medical restrictions we need to know about?

(Mainly lifting restrictions)

Do you have any **legal restrictions** when it comes to working with children or vulnerable parties?

To accept the job, they must sign/abide by the following:

Sounds of the Rockies Entertainment Grp, LLC -and- Colorado Jumps, Inc.

HARRASSMENT POLICY

Sounds of the Rockies Entertainment Grp, LLC and Colorado Jumps, Inc. are "equal opportunity" employers. Harassment of any sort on company time or grounds will not be tolerated.

Sounds of the Rockies Entertainment Grp, LLC and Colorado Jumps, Inc. will not discriminate and will take "affirmative action" measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, creed, color, national origin, or sex.



AIRBOUND
A Division of Colorado Jumps Inc

Sounds of the Rockies Entertainment Grp, LLC and Colorado Jumps, Inc. are both highly committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

If an employee feels that he or she has been harassed based on his/her sex, race, national origin, ethnic background, or any other legally protected characteristic they should immediately report the matter to his or her supervisor at the time of the occurrence. If that person is not available, or if the employee feels it would be unproductive to inform that person, the employee should immediately contact either the Scheduling Manager, that supervisor's direct superior, or the company's General Manager. Once the matter has been reported, it will be promptly investigated, and any necessary corrective action will be taken where appropriate. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

Any employee engaging in improper harassing behavior will be subject to disciplinary action, including but not limited to legal action and immediate termination of employment.

I have read and agree to all policies stated in this document. Failure to comply with any and all our company policies may result in termination. By checking this box, you have read and are agreeing to all policies of Sounds of the Rockies Entertainment Group, LLC and/or Colorado Jumps Inc, and all associated companies.



AIRBOUND
A Division of Colorado Jumps Inc

Sounds of the Rockies Entertainment Grp, LLC -and- Colorado Jumps, Inc.

EMPLOYEE POLICIES

Drinking / Drug Policy:

Sounds of the Rockies Entertainment Group, LLC and Colorado Jumps, Inc. and all associated companies have a **ZERO tolerance** policy for drug/ narcotic (legal or illegal) use of any kind (including alcohol, marijuana, prescription medication or any other narcotic) while representing any of our associated companies in the workplace, office, warehouse, events, vehicles or in/on/near any company property. This includes any event/venue property, Company vehicles, or any company equipment that you may have in your possession or personal vehicle. While we respect your privacy on your own time, it is our company policy that drinking and/or any sort of drug use is not tolerate in our workplace. This will include if you take any prescription medication that may hinder your ability to perform assigned work. Any violation on this policy will result in immediate termination of employment and/or legal action if applicable. PLEASE NOTE: Any injuries that happen on the job will result in an immediate drug testing before the employee is treated to determine cause for the insurance company's claim handling.

Behavioral Policy:

Sounds of the Rockies Entertainment Group and Colorado Jumps, Inc. and all associated companies expects every employee (included are independent contractors), to behave in a respectful and professional manner while representing the company and themselves. Any situations that arise should be handled in a calm and intelligent way. *If an employee has discrepancies or issues with employees and/or clientele, the situation should be handled with the PIC (Person in Charge) of the shift. If this cannot be resolved, it should then be put on hold and referred to office management.* In office management will work as a mediator between the two parties with an issue to keep everything handled calmly and professionally. Inappropriate behavior by an Employee causing a loss to the company of property or clients may be cause for immediate dismissal.



AIRBOUND
A Division of Colorado Jumps Inc

After signing and being accepted as an employee:

- Social security screening
- If they have a Parole or Probation Officer, it is a requirement for them to contact the business per their supervision requirements. If this process takes place, we as a company confirm that none of the crimes committed are violent or harmful to children or vulnerable parties.
- Airbound works with all Military Bases in Colorado which provides background checks back to Airbound
- Many City and Government contracts require fingerprinting or background checks.

Though Airbound may not screen like all government processes with a standard background check, we have many processes in place that confirm the culpability of each employee as well as upholding our standards throughout their employment. We do not hire or retain employees with violent crimes or those who cannot work with children or vulnerable parties.

EXHIBIT A-1
CONTRACTOR'S COMPLETED W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

COLORADO JUMPS INC

2 Business name/disregarded entity name, if different from above

COLORADO JUMPS INC dba AIRBOUND

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**
- Other (see instructions) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P O Box 273008

6 City, state, and ZIP code

Fort Collins, CO 80527

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number								
8	4	-	4	5	3	3	4	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ **02/23/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

EXHIBIT B

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 13 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of Colorado.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;*
 - d. broad form property damages; and
 - e. medical payments.

***This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement.**
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of operation or use of an automobile.**
4. If applicable: Consultant shall secure and maintain a third party fidelity bond in favor of the Town covering the Consultant and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the Town. Such bond shall protect the Town against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging to or in the possession of the Town. Said bond shall be in an amount as determined by the Town, from a surety acceptable to the Town.

EXHIBIT B-1
CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA Select LLC 2721 Council Tree Ave Suite 218 Fort Collins CO 80525	CONTACT NAME: Stephanie Van Buskirk PHONE (A/C, No, Ext): 303-615-7723 FAX (A/C, No): E-MAIL ADDRESS: stephanie.Vanbuskirk@imacorp.com														
INSURED Colorado Jumps, Inc. PO Box 273008 Fort Collins CO 80527	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Owners Insurance Company</td> <td style="text-align: center;">32700</td> </tr> <tr> <td>INSURER B : *Pinnacle Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Owners Insurance Company	32700	INSURER B : *Pinnacle Assurance	41190	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

License#: PC-1210733
COLOJUM-01**COVERAGES**

CERTIFICATE NUMBER: 312181108

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			5057471400	12/12/2023	12/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		4161988	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Information: Proprietors/Partners/Executive Officers/Members Excluded: subject to the policy terms and conditions.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Timnath
 4750 Signal Tree Drive
 Timnath CO 80547

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 386-775-1781 First Commercial Insurance Agency 2220 Saragossa Ave DeLand, FL 32724 INSURED Colorado Jumps Inc. dba Airbound 8234 S. County Road 9 Fort Collins, CO 80528	CONTACT NAME: First Commercial Insurance Agency PHONE (A/C, No, Ext): 386-775-1781 FAX (A/C, No): E-MAIL ADDRESS: insuranceguy@cfl.rr.com <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : CERTAIN UNDERWRITERS AT LLOYD'S,</td> <td>AA-112862</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : CERTAIN UNDERWRITERS AT LLOYD'S,	AA-112862	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	✓		ZISMB2387	04/30/2023	04/30/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> 3 Year Extended Reporting Perio						MED EXP (Any one person) \$ 0
	<input checked="" type="checkbox"/> Retroactive Date: 04/30/2023						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> AUTOS ONLY							\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$
DED RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Participant Accident			ZAH1493	04/30/2023	04/30/2024	Per Accident \$25,000 Aggregate \$250,000 Deductible \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured in regards to General Liability, within respect to the named insured operation.

CERTIFICATE HOLDER Town of Timnath 4750 Signal Tree Drive Timnath, CO 80547	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Colorado Jumps, Inc.

is a

Corporation

formed or registered on 12/06/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191964647 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/14/2024 that have been posted, and by documents delivered to this office electronically through 02/15/2024 @ 17:59:20 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/15/2024 @ 17:59:20 in accordance with applicable law. This certificate is assigned Confirmation Number 15757053 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."