

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Parks Department



SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

NO. 2023, 286

2/14/24
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN
DOUGLAS COUNTY
PO BOX 218
MINDEN NV 89423
("COUNTY")

AND

RENT. FUN LLC
120 WEST MAIN STREET SUITE 300
NORTHVILLE, MI 48167
386-200-1385 (PHONE)
("CONTRACTOR")

WHEREAS, Douglas County is a political subdivision of the State of Nevada, and from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described; and

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. This contract shall not become effective until and unless approved by both parties, and shall remain in effect for five years for the effective date unless terminated sooner in accordance with this Agreement.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700(3)(b), as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;

(6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with ¶ B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

RENT. FUN LLC. has entered into a contract with Douglas County to provide a self-service kayak rental program for Topaz Lake Campground. And requests that the State Industrial Insurance System provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required worker's compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six-month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that it is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the services to be performed by Contractor are specified in the December 11, 2023 quote to install a 4-unit self-service kayak rental program for Topaz Lake Campground in an amount not to exceed \$18,000.00 and to share 50% of the rental proceeds with the County as set forth in **Exhibit 1**.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in ¶ 4 at a cost not to exceed **\$18,000.00**. Contractor shall be paid in full only upon completion of all of the Services set forth in ¶ 4, and after a satisfactory final inspection of the work is completed by Douglas County

6. NON APPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

7. CONSTRUCTION OF CONTRACT & DISPUTE RESOLUTION. This contract shall be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the

Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

8. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state of Nevada, and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all immigration and naturalization laws.

9. ASSIGNMENT. Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

10. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

11. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested remittance and delivery by Contractor of the items. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

12. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against

the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

13. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all third-party claims, causes of action or liability, including attorney's fees, expert fees, and other costs, arising from the performance of this contract by Contractor or Contractor's agents or employees.

14. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000.00 per occurrence and \$5,000,000 aggregate during the term of this Contract at Contractor's sole expense and name the County as an additional insured. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

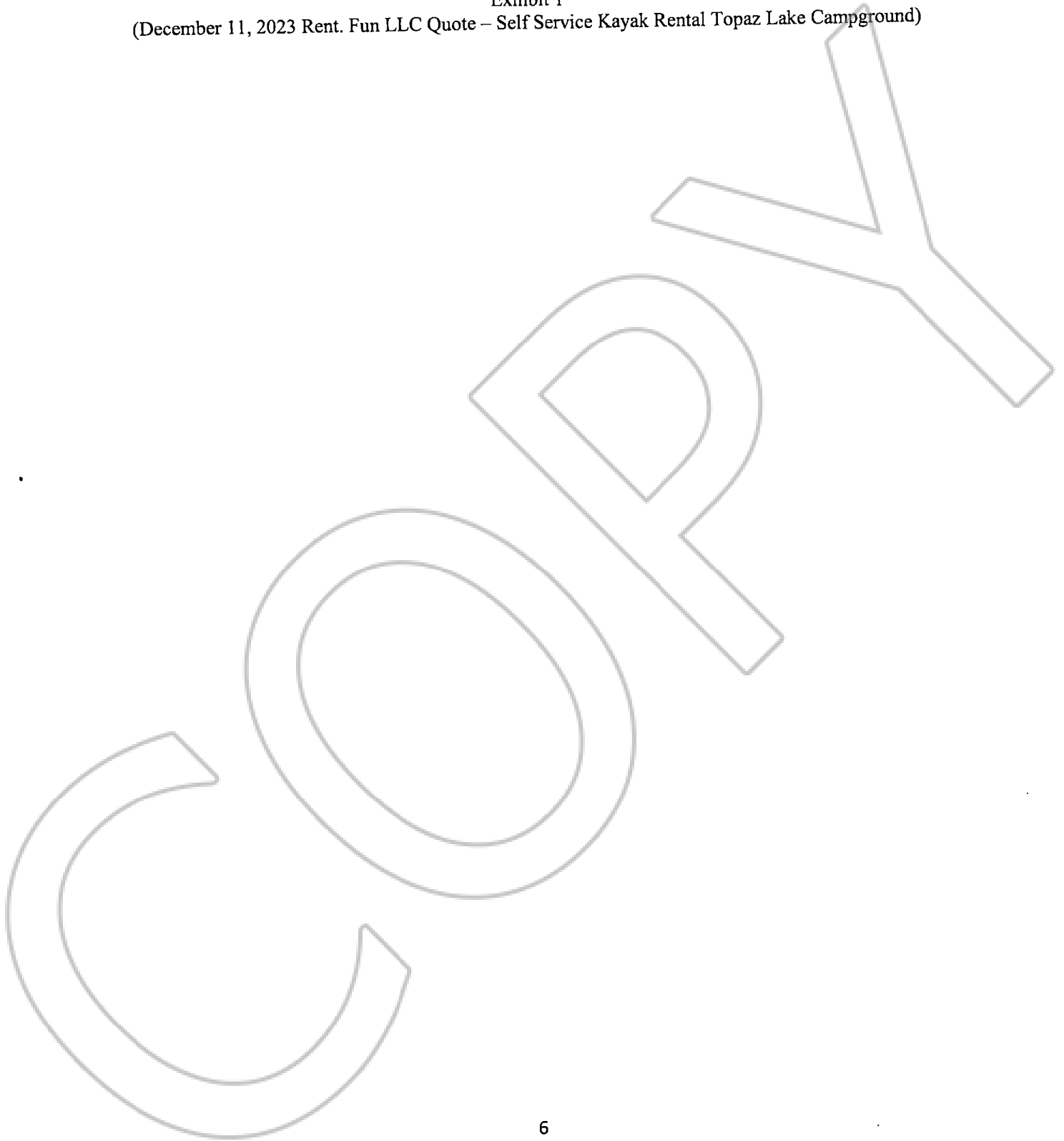
15. INTEGRATION & MODIFICATION OF CONTRACT. This contract supersedes all prior agreements between the parties, constitutes the entire contract between the parties, and may only be modified by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Adam Greenstein 01/09/2024
Rent. Fun LLC (Date)

Jenifer Davidson 1/30/24
Jenifer Davidson, County Manager (Date)
By and On Behalf of
Douglas County, Nevada

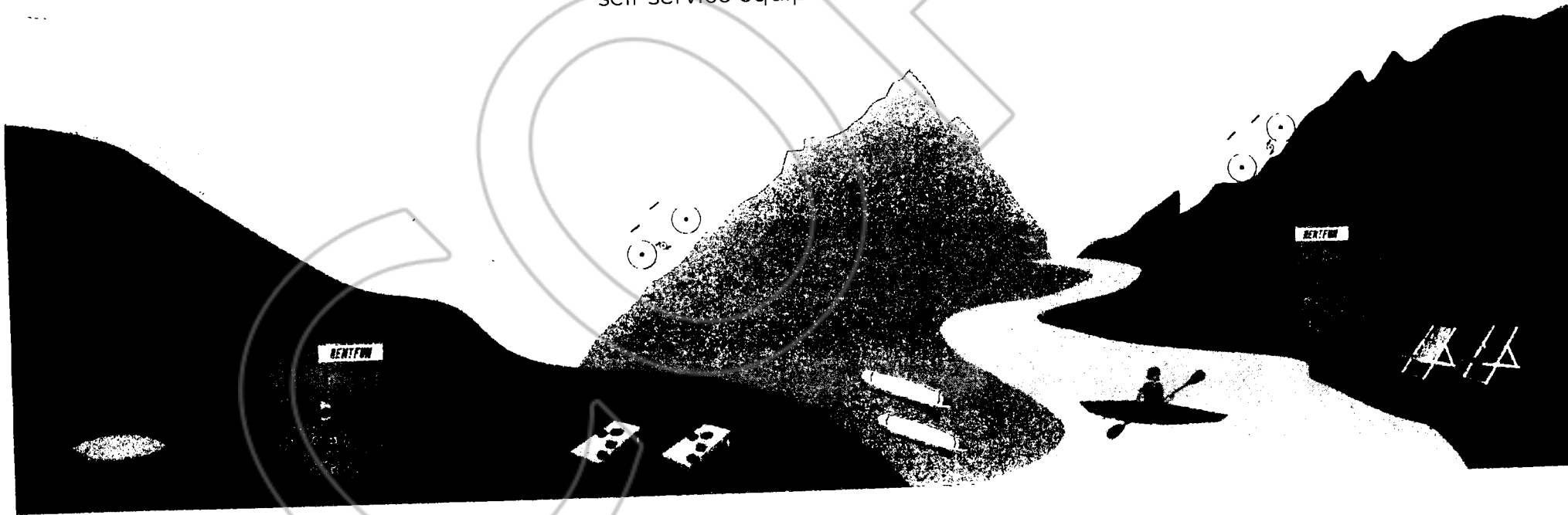
Exhibit 1
(December 11, 2023 Rent. Fun LLC Quote – Self Service Kayak Rental Topaz Lake Campground)



REN! FUN

UNLOCK ADVENTURE

Activate your parks and open spaces with
self-service equipment rentals



Everything you need for a self-service kayak rental program, with **no staff required**

FULL-SERVICE MAINTENANCE

Rent.Fun's hires local Field Service Technicians who provide ongoing maintenance to the locker and all rental equipment.

LOCAL MARKETING

We'll build a custom website for your program and run targeted advertisements online so your whole community knows about it.

EQUIPMENT REPLACEMENT

As equipment gets damaged or goes missing, we repair and replace so your station is always ready to go.

RISK MANAGEMENT

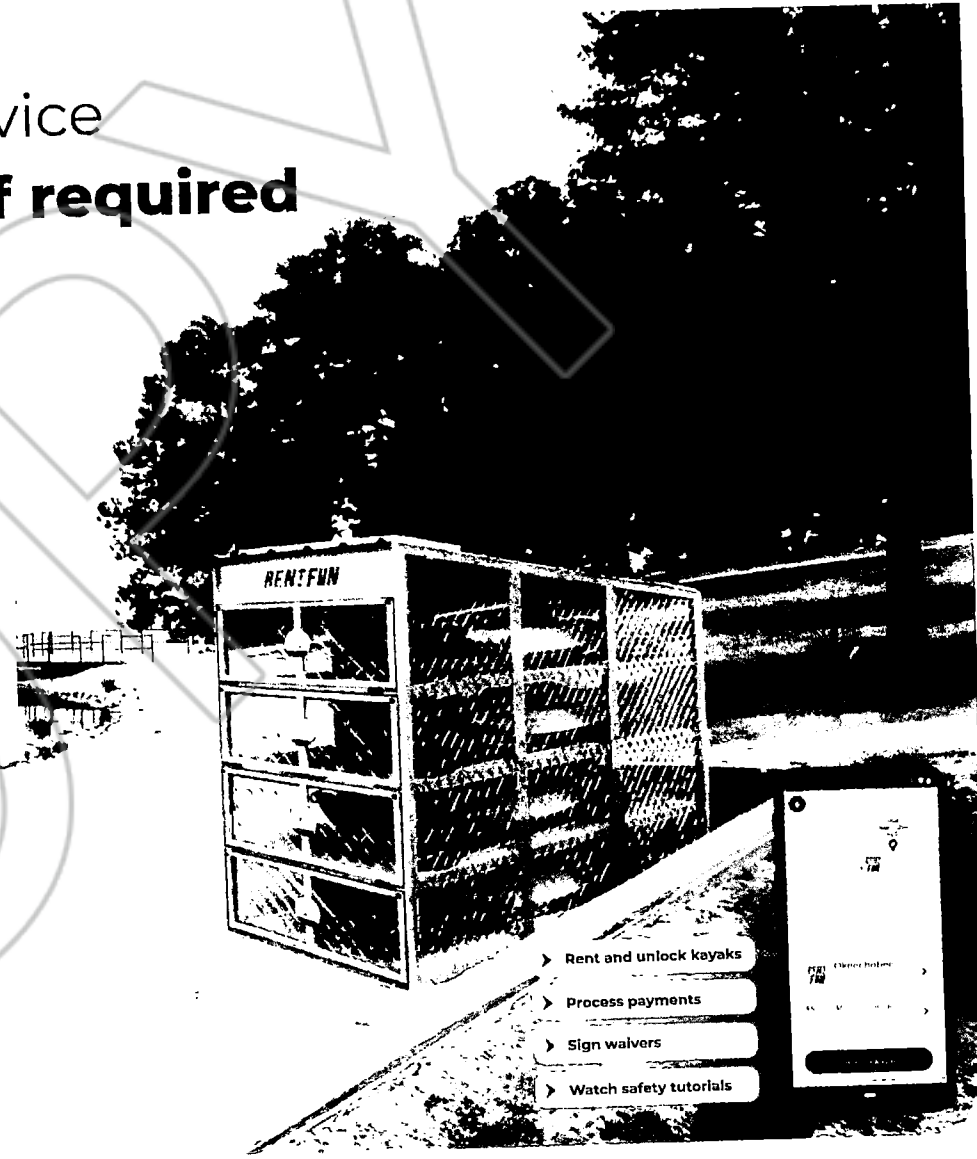
All users must sign a digital waiver in app prior to rentals. Rent.fun will add your city as an additionally insured on our \$5M insurance policy.

DELIVERY AND INSTALLATION

Rent.Fun handles delivery and installation. Our Smart Lockers can be installed on any surface and do not require access to electricity or wi-fi.

CUSTOMER SUPPORT

The public calls us, not you. Our team is on call 7 days per week to assist users with billing or technical issues.



TRUSTED BY

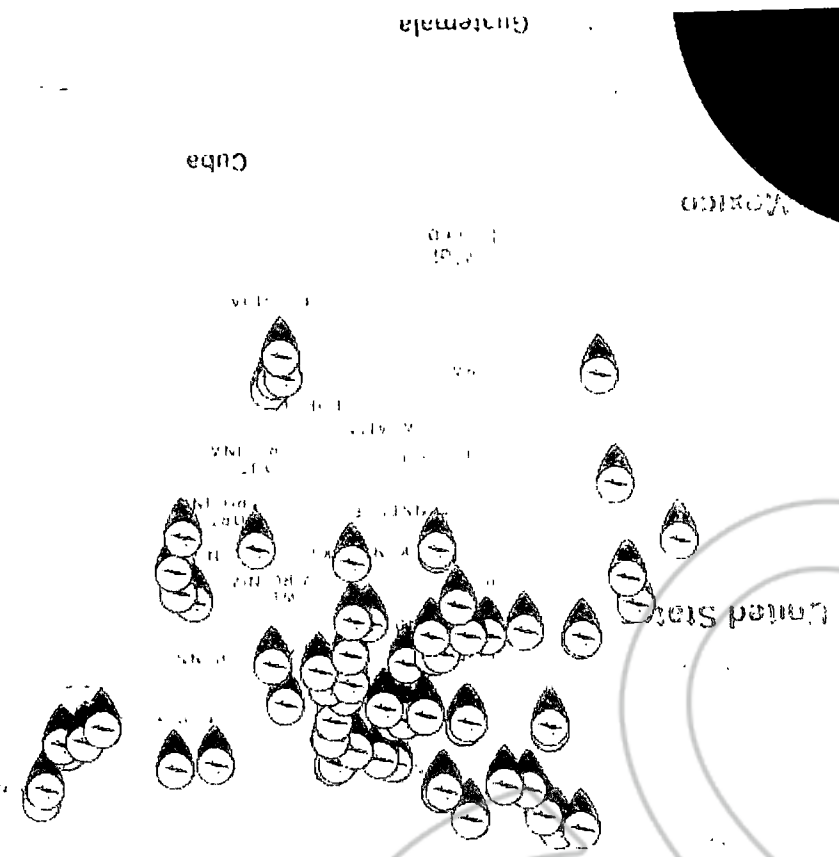
100+ GOVERNMENT

AGENCIES



"People are loving the kayak rentals and the self-service approach is really reducing the burden on our staff."

— Celeste Lewis, Olmsted County, MN



RENTFUN

4 - UNIT



\$18,000

Activation Fee (one time fee)

PROGRAM DETAILS

City Rev Share: 50%
Term: 5 years
Renewal: No Cost

SERVICES

Software Set Up
Custom Website
Monthly Utilization Reporting
7-day customer support
Installation

EQUIPMENT

Paddles
Adult Lifevests
Single Kayaks

8 - UNIT



\$27,000

Activation Fee (one time fee)

PROGRAM DETAILS

City Rev Share: 50%
Term: 5 years
Renewal: No Cost

SERVICES

Software Set Up
Custom Website
Monthly Utilization Reporting
7-day customer support
Installation
Branded Signage

EQUIPMENT

Paddles
Adult Lifevests
Single Kayaks
Youth Lifevest (13 yo+)
Paddleboards

12 - UNIT



\$35,000

Activation Fee (one time fee)

PROGRAM DETAILS

City Rev Share: 50%
Term: 5 years
Renewal: No Cost

SERVICES

Software Set Up
Custom Website
Monthly Utilization Reporting
7-day customer support
Installation
Branded Signage

EQUIPMENT

Paddles
Adult Lifevests
Single Kayaks
Youth Lifevest (13 yo+)
Paddleboards

One-time
Activation Fee,
**No Annual
Service Fees**

MEDIUM-SIZED CITY 50-250K IN POPULATION			
CITY	POP.	# Kayaks	
OLATHE, KS	143,000	4-unit	
LENEXA, KS	59,000	4-unit	
MCKINNEY, TX	203,000	4-unit	

AVERAGE RENTALS / VISITORS PER YEAR	AVERAGE CHARGE PER RENTAL	TOTAL REVENUE PER YEAR	CITY REVENUE PER YEAR (50% REVENUE SHARE)	COST RECOVERY % AFTER 5 YEARS
670	\$25.42	\$17,031.40	\$8,515.70	236%
630	\$25.94	\$16,342.20	\$8,171.10	227%
1038	\$10.41	\$10,805.58	\$5,402.79	150%

SMALL CITY 25K-50k IN POPULATION			
CITY	POP.	# Kayaks	
JEFFERSON CITY, MO	43,000	4-unit	
PONCA CITY, OK	24,000	4-unit	
ELK RIVER, MN	27,000	4-unit	

AVERAGE RENTALS / VISITORS PER YEAR	AVERAGE CHARGE PER RENTAL	TOTAL REVENUE PER YEAR	CITY REVENUE PER YEAR (50% REVENUE SHARE)	COST RECOVERY % AFTER 5 YEARS
270	\$31.92	\$8,618.40	\$4,309.20	120%
350	\$22.78	\$7,973	\$3,987	111%
326	\$23.14	\$7,543.64	\$3,771.82	105%

TOWN < 25K POPULATION			
CITY	POP.	# Kayaks	
CHARLESTON, IL	17,700	4-unit	
SMITHFIELD, VA	7,800	4-unit	
MAYNARD, MA	17,000	4-unit	

AVERAGE RENTALS / VISITORS PER YEAR	AVERAGE CHARGE PER RENTAL	TOTAL REVENUE PER YEAR	CITY REVENUE PER YEAR (50% REVENUE SHARE)	COST RECOVERY % AFTER 5 YEARS
690	\$20.73	\$14,304	\$7,152	199%
490	\$28.71	\$14,068	\$7,034	195%
360	\$28.07	\$10,105	\$5,053	101%

Cities of all sizes can achieve 100%+ cost recovery with our revenue share program

FAQS

THE RENTAL PROCESS

How do people pay for the rentals?

All users must create an account in the rent.fun mobile app and add their credit or debit card information prior to starting a rental.

Are there any age restrictions?

Yes, users must be 13 and up to rent our equipment.

Do you have to make a reservation in advance?

No. All rentals are on demand and no reservations are required. Users can look in the app to see how many kayaks are available in real time.

How do you know if equipment is returned?

Users must use the rent.fun mobile app to take a photo of the equipment in the locker prior to ending their rental.

How much does it cost to rent?

We customize the rental pricing based on each location and our partner's goals. Most rent.fun programs charge "market rates" (\$20 - 25 per rental).

LOCATION REQUIREMENTS

Is a concrete pad required?

No. We can install on any surface - including grass, sand, gravel, etc.

Are utilities are required?

No. Rent.Fun units are solar-powered and do not require access to water or electricity.

Is wi-fi required?

No. Rent.Fun rental stations operate on cellular technology. You need to have at least one bar of cell service at the location.

Who performs the installation?

Rent.Fun technicians install all equipment. No support is need from our partners / hosts.

What happens in the event of a flood?

Our cage can take on up to 3 feet of water. If we expect higher water levels, we move the cage off site and put it back after the flood.

EQUIPMENT MANAGEMENT

Does the city have any maintenance obligations?

No.

Who maintains the equipment?

For every rent.fun program, we recruit, hire, and train a part-time Field Service Technician local to your community (within 30 minutes drive of the install).

How often is the equipment inspected?

Typically 2 to 4 times per month, through a combination of Preventative Maintenance Checks and Reactive Repairs.

If something is damaged or goes missing, what is the turnaround time to replace?

The most common issue is missing or damaged lifevests and paddles. Rent.Fun are provided with safety stock of these items to ensure prompt replacement within 2-4 business days.

Can the city access the equipment or the locker in the case of an emergency?

Yes, we provide admin access to unlock units remotely.

LIABILITY & RISK MANAGEMENT

Do users sign waivers?

Yes, all users must sign a waiver in the rent.fun mobile app prior to taking a rental. The waiver expressly releases the city / land owner from liability. Waivers may be customized to further meet the needs fo our city / land owner partners.

What happens if the city gets sued.?

Our standard agreement with cities include indemnification provisions, which state that rent.fun will cover the city's legal expenses. in the event of claim.

Does the city need to have insurance to cover this?

No. Rent.Fun owns and manages all equipment. We have a \$5m general liability insurance policy. We add all our our government agency partners as an additionally insured on this policy.

Have there ever been any safety incidents?

No. Rent.Fun has 100 locations nationwide. We have never been subject to a claim, nor have any of our partners.

COPY

Douglas County _____ State of Nevada

CERTIFIED COPY.

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

14th day of February, 20 24

By Lanisa Bata Deputy