

**AMENDMENT #01
AGREEMENT BETWEEN THE CITY OF FORT COLLINS
AND TWIN SILO BMX, LTD.**

This First Amendment (Amendment #01) is entered into by and between the CITY OF FORT COLLINS (the "City") and TWIN SILO BMX, LTD (the "Service Provider").

WHEREAS, the Service Provider and the City entered into an Agreement effective February 8, 2018 (the "Agreement"); and

WHEREAS, Service Provider and the City desire to amend the Agreement to renew the Agreement and amend portions of the Agreement for improved clarity.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained, the parties agree as follows:

1. The term of the Agreement will be extended for one (1) additional year, February 1, 2020 through January 31, 2021.
2. Paragraph 6, subparagraphs a and b, are hereby revised and replaced as follows:
 - a. In consideration of Service Provider's maintenance work on the Track, the City hereby grants to Service Provider a license to use the Track for its own BMX practices and races during the months of April through November, on a schedule pre-approved by the City in writing ("Approved Use"). Service Provider may, with appropriate notification to the City, conduct Approved Use activities outside of the designated period with appropriate advance notice to the City Representative, and with full knowledge and acceptance that the on-site restrooms are closed for winter outside of April through November.

Approved Use may include Service Provider events sponsored by outside sponsors, but does not include Service Provider sponsoring events for outside groups or organizations. Approved Use is subject to a maximum of 150 total attendees, including event participants, participant family members, event staff, spectators, etc. At time of season scheduling (usually by March 31), Service Provider shall notify the City in the event it intends to request a deviation from the maximum number of 150 for any special events/races. For events exceeding this limit, the Service Provider must obtain a permit from the City. To obtain a permit, the Service Provider must complete a BMX Track Application (the "Application"), obtained on-line at <http://www.fcgov.com/parks/forms.php>. Along with the Application, any event on the BMX track that may exceed 150 attendees (i.e. State-Wide Tournament) will require the Service Provider to pay the City the associated Parks Department permitting fees as listed on the Application.

- b. Service Provider must provide to the City Representative a proposed schedule of dates for practices, races, camps, etc. upon which it seeks to use the Track by no later than March 31st of each year, and obtain City approval, in writing, thereof prior

to publishing or advertising said schedule to the public or holding events at the Track. Service Provider will also provide the City with 7 calendar days advance notice of Service Provider's intent to perform scheduled maintenance on the Track. Service Provider is authorized to perform such maintenance year round. Should the Track require immediate maintenance due to unsafe conditions resulting from vandalism or inclement weather, Service Provider should notify the City Representative of the issue and is authorized to proceed with the necessary corrective action with no further advance notice requirements to the City.

3. Paragraph 8 is hereby revised to read as follows:

8. Utilities. The City will supply to the Track non-potable irrigation water and a 30 amp electricity source at the City's expense from approximately mid-May until November 1 of each year, provided that Service Provider may use only such quantities of water and electricity as are reasonably necessary for the performance of its duties hereunder, or for the normal conduct of races it conducts with the City's approval.

Except as expressly amended by this Amendment #01, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment #01, this Amendment #01 shall prevail.

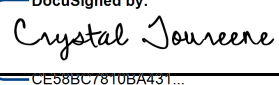
IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year shown.

CITY OF FORT COLLINS:

TWIN SILO BMX, LTD.

DocuSigned by:

By: _____
A9111A054C8CB45D...
Gerry Paul
Purchasing Director

DocuSigned by:

By: _____
CE58BC7810BA431...
Printed: Crystal Toureene



DATE: 1/21/2020

Title: Track Operator
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: 1/21/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2020

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 USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix AZ 85016	CONTACT NAME: Clorinda Thompson PHONE (A/C No. Ext): 602-279-5800 FAX (A/C, No): E-MAIL ADDRESS: phx.certificates@usi.com INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Insurance Co. NAIC # 18058
INSURED American Bicycle Association dba: USA BMX 1645 W Sunrise Blvd Gilbert AZ 85233	AMERIBIC1 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 386758099** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1948481	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1948481	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB666364	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder and any other entities listed below are listed as additional insured under the General Liability on a primary & Non Contributory Basis including waiver of subrogation with respect to the American Bicycle Association/USA BMX sanctioned events/competitions/practices and other operations conducted by American Bicycle Association/USA BMX track operators on behalf of the American Bicycle Association/USA BMX.

RE: Twin Silo BMX #1352

CERTIFICATE HOLDER

CANCELLATION

City of Fort Collins C/O John Stephen; 215 N. Mason Fort Collins CO 80524	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured/Waiver of Subrogation/Primary & Non-Contributory

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
 - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
 - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

3. Sponsors

4. Co-Promoters

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION LISTED ABOVE.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that, notwithstanding anything to the contrary in paragraph 8. Transfer of Rights of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, in the event of any payment under this policy, we waive our right of recovery against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

All other terms and conditions of this Policy remain unchanged.