

AGREEMENT
BETWEEN THE MISSION VIEJO HOMEOWNERS' ASSOCIATION INC. OF AURORA
COLORADO
AND
KNW CORPORATION OF CENTENNIAL COLORADO

This Agreement by and among the Mission Viejo Homeowners' Association, Inc. whose principal address of business is 4255 S. Buckley Road, #110 Aurora, CO 80013 hereinafter referred to as "Mission HOA" and KNW Corporation operating under the trade name of Jumpoline Park whose principal address of business is 15380 E. Hampden Ave., Aurora, CO 80013, hereinafter referred to as "Jumpoline". Mission HOA and Jumpoline shall be referred to: (1) collectively as Parties, and (2) individually, a Party. The effective date shall be the last date on which an authorized representative of the parties signed below.

RECITALS

Whereas, the intent of the Mission HOA, whose mission and aim are derived from its articles of incorporation and bylaws, is to encourage and facilitate community use of this private recreation facilities for the greater benefit of current and future residents of the Mission Viejo neighborhood; and

Whereas, it the intent of the Mission HOA to negotiate a membership price agreement that benefits and encourages use of the recreation facility to support its operations and in consideration of furtherance of the common good to help promote the general welfare of the community, and

Whereas, it is understood that this Agreement will also benefit Mission HOA to encourage association membership;

NOW, THEREFORE, Mission HOA, and Jumpoline, with respect to the neighborhood, HOA membership and the admission price of the Jumpoline Park Family Fun Center agree to the following:

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1. "Admission price" is defined as the standard entrance price for individual facility-use of the main trampoline and trampoline dodge ball courts, the under age 7 trampoline area and game package and laser tag offered to all ages groups and levels at the standard price or any combinations thereof .
2. Mission HOA resident members (recognized as a member of the association by having timely paid such amounts of dues, donations, or have volunteered or are a paid participant in the Mission Viejo HOA Trash/Recycling Program as the Board of Directors or its Members direct) shall be offered and be honored with a price discount of \$2 off the weekend admission price and \$1 off the weekday admission price at the time of admission payment. Weekends are defined as Friday, Saturday, Sunday and Holidays. Weekdays are defined as Monday through Thursday.
3. Mission HOA shall provide Jumpoline a list of individual Members in good standing by address on a quarterly basis.
4. Mission HOA may also produce individual membership cards, indentifying individual members, which could be used by Jumpoline to assist in providing proof of HOA membership.
5. Mission HOA will endeavor to promote the use and family fun trampoline center discount through the Mission Viejo neighborhood newsletter, website, and newcomer packets whenever possible. The Jumpoline discount will be promoted as a benefit of HOA membership.
6. It is encouraged that Jumpoline will use a small portion of any income received from this Agreement to assist in sponsorship of Mission HOA neighborhood events.
7. The burden of proof confirming Mission HOA resident membership shall be up to the individual homeowner/resident household to evidence to Jumpoline. Referencing the Mission HOA Membership list, driver's licenses, passports, mail or other identification device(s) may be utilized at the discretion of Jumpoline to confirm household residency from a specific resident address.
8. Jumpoline shall endeavor to achieve amusement center maintenance best practices and will comply with all necessary City ordinances and business license requirements.
9. With the execution of this Agreement, Jumpoline shall provide to Mission HOA, certificates of insurance evidencing Jumpoline has sufficient general liability or other

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insurance covering facility-use and shall provide copies of renewed policies to Mission HOA on an annual basis.

10. Mission HOA assumes No liability to Jumpoline or any subcontractors or partners for any business operations conducted or operated at 15380 E. Hampden Ave. Mission HOA will not be liable to Jumpoline for any lost profits or incidental, consequential, punitive, special, or other indirect damages of any kind for any reason whatsoever, including, but not limited to, damages based upon contract, warranty, tort, negligence, strict liability, or any other theory even if a Jumpoline has been advised of the possibility of such damages. Jumpoline will indemnify and hold harmless Mission HOA its officers, directors, affiliates, representatives, agents and employees, from and against all claims, damages, liabilities, and court awards, including expenses, and reasonable attorney fees, to the extent caused by negligence or any wrongful act, error, or omission of Jumpoline, the members or participants, regardless of residency or HOA membership status.
11. Should Mission HOA exercise any change in federal tax status (such a 501c (4)), Jumpoline will not withhold consent and this Agreement will continue with all terms to any Successor, as defined in paragraph 15 below, of Mission HOA. Jumpoline may not assign or transfer this Agreement by operation of law (including, without limitation, by merger or consolidation) or otherwise, without prior written permission of Mission HOA, which permission shall not be unreasonably withheld. In the event Jumpoline desires to assign this agreement, no less than 30 days notice will be given to Mission HOA.
12. The Agreement shall be binding upon and inure to the benefit of Mission HOA and its respective successors and assigns (collectively "Successors" and individually "Successor"). This Agreement shall be binding upon and inure to the benefit of Jumpoline and its respective permitted successors and assigns only upon written consent of Mission HOA.
13. Mission HOA is an independent contractor. Nothing in this Agreement will be construed to make Mission HOA and Jumpoline partners, joint venturers, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor employed or represented by Mission HOA pursuant to this Agreement will be deemed to be an employee, agent, or contractor of Jumpoline. Neither Party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other.

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14. Any and all proposed changes to this agreement shall not occur without notification and written approval from both the Mission Viejo HOA Board of Directors and the owner/operator of Jumpoline.

Stipulations:

18. Amendments and Noncompliance

If any Party to this Agreement determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that Party shall immediately consult with the other Party to develop an amendment to this Agreement. The amendment will be effective on the last date a copy is signed by current representatives of the Mission HOA and Jumpoline. If the Parties cannot agree to appropriate terms to amend the Agreement, any Party may terminate the Agreement in accordance with paragraph 19, below.

19. Suspension of Agreement

Any Party to this Agreement may suspend it by at least ninety (90) day written notice to the other Party. If this occurs, the Parties will consult further to determine whether the issues can be resolved and the Agreement re-implemented in an amended form.

20. Termination

If this Agreement is not amended or re-implemented, it may be terminated by any Party following the suspension of the Agreement and the time frame of notice in accordance with [paragraph 19] above.

21. Notices

All notices must be written and will be deemed received (i) when delivered by hand, (ii) on the next business day, if delivered by a recognized overnight courier, (iii) on the third business day if mailed (by certified or registered mail, return receipt requested) or (iv) upon separately confirmed facsimile transmission to the following addresses or facsimile numbers:

If to the Mission HOA: Hoban & Feola, LLC

1626 Wazee St. Unit 2A
Denver, CO 80202
Fax: (303) 382-4685

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If to Jumpoline:

15380 E. Hampden Ave.,
Aurora, CO 80013
Fax: (720) 974-0978

22. Entire Agreement.

This Agreement sets forth the entire agreement of the Parties and supersedes all prior written or oral understandings, agreements, or representations by or between the Parties, and the parties shall not be permitted to rely on any written or oral understandings, agreements or representations made prior to execution or outside of this Agreement or any other written or oral agreements, statements or representations made outside of the four corners of this Agreement. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the Party to be charged.

23. Waiver.

No delay or failure by a Party in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement will impair any such right, power, or privilege or be construed as a waiver of or acquiescence in any default. No single or partial exercise of any right, power, or privilege will preclude the further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

24. Survival.

All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive.

25. Severability.

If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected. Notwithstanding the foregoing, if the invalid, void or unenforceable provision is material to the basis of the bargain of this Agreement, or materially affects the relative economic benefits to the Parties, both Parties shall in good faith agree upon an equitable modification of such provision or the application thereof.

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Adopted on March 20, 2012 by the Mission Viejo Homeowners' Association Board of Directors.

Adopted on April 2nd, 2012 by the by the owner of KNW Corporation.

Attest:

[Signature] April 2, 2012
President Mission Viejo HOA and Signature Date

[Signature] 4/2/2012
Secretary Mission Viejo HOA and Signature Date

Attest:

[Signature] 4/2/2012
Representative of KNW Corporation and Signature Date

Notarized and Date:

STATE OF COLORADO
COUNTY OF ARAPAHOE
FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS 2 DAY OF April
2012

BY Todd Moulton, with Kim Firenza Brigan
WITNESS MY HAND AND OFFICIAL SEAL
[Signature]
NOTARY PUBLIC

