

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 14<sup>th</sup> day of April 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Get Outside KY, a Kentucky corporation, ("Organization") with offices located at 204 Estill St. Berea, KY 40403.

### **WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on May 2, 2026 and shall last for a period of 3 year(s) unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
  - a. Exhibit "A" – LFUCG RFP Document
  - b. Exhibit "B" – Consultant Proposal

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A" and "B" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
- 4. PAYMENT.** In consideration for the Services provided under this Agreement, Organization shall pay to LFUCG a fee equal to ten percent (10%) of gross sales, less applicable sales tax, generated at the approved locations.
  - a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of

**8. INSURANCE; INDEMNITY.**

Organization is fully authorized to do so. Organization on a timely basis. The person signing this Agreement on behalf of Organization has timely filed federal, state, or local tax forms which shall be provided by federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that and Lexington-Fayette County and shall at all times comply with any and all applicable be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable **7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall

**6. REPORTING.** Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Monthly usage report: activity counts by type, by location, by week.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

The risk management provisions of RFP No. 08-2026 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

**14. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**15. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**16. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**17. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

**18. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.  
**19. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Get Outside KY  
204 Estill St.  
Berea, KY 40403

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Zachary Martin

**20. WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

**21. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington,  
Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
*Mackenzie Stock*  
Clerk of the Urban County Council

Get Outside KY

BY: *Get Outside KY [Signature]*

ATTEST:

*Zachary Martin*

WITNESS:

DATE: *5/2/26*

# EXHIBIT "A"

Lexington/Fayette Urban County Government  
Addendum for Services

## REQUEST FOR PROPOSAL

Non-Motorized Watercraft Rental Services

Kelley's Landing Park & Jacobson Park Reservoir

### PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors to provide non-motorized watercraft rental services at Kelley's Landing Park (Kentucky River access) and/or Jacobson Park Reservoir (46-acre lake). Proposals may include staffed rental operations, self-service kiosks, automated/app-based rental systems, vending-style rental units, or hybrid operational models.

### PROJECT OVERVIEW

**Kelley's Landing Park:**

Opened in Spring 2025, Kelley's Landing provides public access to the Kentucky River. The park is open daily from dawn to dusk and allows launch of non-motorized vessels.

**Jacobson Park Reservoir:**

Jacobson Park features a 46-acre reservoir stocked by the Kentucky Department of Fish and Wildlife. The reservoir supports paddle sports and includes designated launch areas suitable for rental operations.

### SCOPE OF SERVICES

Rental equipment may include:

Kayaks (standard and adaptive)

Canoes

Other non-motorized watercraft as proposed and approved  
Proposals may include:

Fully staffed rental operations

Seasonal pop-up operations

Automated docking/kiosk systems

App-based unlock-and-launch systems

Hybrid combinations of staffing and automation

All rentals must include paddles and U.S. Coast Guard-approved personal flotation devices (PFDs).

All rental equipment is subject to inspection and approval by the Division of Parks & Recreation (DPR).

### **OPERATING PERIOD**

Proposed season: Saturday prior to Memorial Day through Labor Day.

Other dates may be mutually agreed upon.

Operating hours: Dawn to dusk, with rentals ending at least one hour prior to sunset.

### **LOCATION OF SERVICE**

Kelley's Landing: Near designated Kentucky River launch area.

Jacobson Park Reservoir: Jacobson Boat Dock.

Final placement of equipment or kiosks requires DPR approval.

### **SAFETY REQUIREMENTS**

Non-motorized vessels only

PFD required for all renters

Emergency contact procedures required

CPR/First Aid certification required for staffed models

Compliance with all local, state, and federal regulations

Individuals under 12 may not rent independently

Individuals 12–17 must be accompanied by an adult

### **VENDOR RESPONSIBILITIES**

Provide all equipment, staffing (if applicable), and operational systems

Maintain cleanliness and safety of equipment

Carry required insurance

Submit monthly usage and revenue reports

Ensure professional and respectful public service

Vendor SHALL NOT represent themselves as LFUCG employees.

### **REVENUE STRUCTURE**

Proposals must include a financial structure such as a flat seasonal fee, revenue share model, or hybrid approach. LFUCG reserves the right to negotiate final terms.

## **WHAT LFUCG WILL PROVIDE**

Website listing on park page with rental information  
Seasonal social media promotion  
Newsletter feature at season launch  
Site coordination and designated rental area

## **CONTRACT TERM**

Initial term of one (1) year with up to three (3) optional annual renewals. DPR reserves the right to terminate with thirty (30) days written notice.

## **SELECTION CRITERIA**

Experience providing similar services – 20pts  
Safety plan and compliance structure – 20pts  
Operational feasibility and reliability – 15pts  
Financial proposal and revenue return – 15pts  
Accessibility accommodations – 10pts  
Local employment impact – 10pts  
References and past performance – 10pts

## **REQUIRED SUBMISSION MATERIALS**

Completed LFUCG forms  
Description of operational model  
Equipment list  
Safety plan  
Pricing structure  
Three business references  
Management team overview  
Financial capacity statement

# RFP #8-2026

## Non-Motorized Watercraft Rental Services

Kelley's Landing Park · Jacobson Park Reservoir · Lexington-Fayette Urban County Government

Submitted by	Contact	Date Submitted	Proposal Valid Through
Get Outside KY (GOKY) Berea, Kentucky   Madison County getoutsideky.com	Alex Sipple, Owner alex.sipple@getoutsideky.com (859) 544-7079	March 20, 2026	June 18, 2026 (90 days)

### Executive Summary

Get Outside KY is Kentucky's pioneer electric cycling and paddlesports rental operator, proudly serving Berea since our founding. As the #1-rated outdoor activity for Berea tourists with a 5-star reputation, we bring proven operational excellence, a 30+ piece watercraft fleet, CPR/First Aid-certified staff, and a fully staffed model purpose-built for Lexington's parks.

We are proposing to serve both Kelley's Landing Park and Jacobson Park Reservoir with programming that is sized for where each park is today — and built to grow with each location.

- **Kelley's Landing — Mobile Weekend Operation:** A Saturday/Sunday mobile rental unit deployed on-site, with no permanent infrastructure. We will also staff any parks programming, events, or new activations at this location as they arise. While the park develops, GOKY actively markets and builds awareness for Kelley's Landing as a paddling destination. Our long-term intent is to collaborate with the city on park design so that a permanent rental kiosk is integrated into the site plan — dropped in when construction is complete, not worked around it.
- **Jacobson Park — Full-Season Hub:** 7 days/week, Memorial Day through Labor Day. GOKY will activate the existing concession building for snacks, drinks, and frozen items alongside equipment storage. We are also requesting dedicated space for a 20-ft shipping container to house the full rental fleet. A rich activity menu — kayaks, canoes, paddleboats, disc golf, lawn games, and more — makes Jacobson a full outdoor recreation destination.

We propose a flat 10% revenue share of all gross rental income to LFUCG from day one, with zero cost or financial risk to the government.

## 1. Description of Operational Model

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### 1.1 Two Parks, Two Approaches

GOKY's proposal recognizes that Kelley's Landing and Jacobson Park are at fundamentally different stages of development. Our operational model is sized for each location today, with a clear roadmap for growth at both.

### 1.2 Kelley's Landing Park — Mobile Weekend & Event Operation

#### **Year 1 Strategy: Mobile-First, Infrastructure-Smart**

Kelley's Landing is an active construction zone. Rather than deploy permanent infrastructure that may need to be relocated during park development, GOKY proposes a mobile-first operation in Year 1. This protects both GOKY and LFUCG from avoidable liability and positions us to collaborate on the park's build-out so a permanent rental presence is built in from day one — not bolted on after the fact.

#### **Weekend Mobile Rental Unit**

Every Saturday and Sunday throughout the season, GOKY will deploy a mobile rental setup at the designated Kelley's Landing launch area. The unit is fully self-contained: equipment, PFDs, waivers, and staffing arrive and depart with GOKY. No permanent footprint, no construction conflict.

- Fully staffed GOKY crew member on-site every Saturday and Sunday
- Full safety briefings, digital waivers, and PFD fittings on every rental
- Equipment: single kayaks, tandem kayaks, canoes (see Section 2 for full list)
- Rental end time: at least 1 hour before sunset per RFP requirement
- All river safety protocols in effect — same standards as a permanent operation

#### **Event & Program Coverage**

GOKY will also staff Kelley's Landing for any parks department programming, community events, river activations, or new programming that arises during the season. We view ourselves as a flexible partner to LFUCG's programming calendar at this location, not just a weekend vendor.

- GOKY will coordinate directly with DPR to be present for scheduled river events
- Can accommodate group rentals, guided launches, and community programming
- Flexible scheduling: GOKY can be on-site on any day with adequate notice

#### **Marketing & Awareness Building**

While the park continues to develop, GOKY will actively market Kelley's Landing as a paddling destination through our social media channels, website, and local outdoor recreation networks. Building awareness now means a larger customer base when the park is fully operational.

- Kelley's Landing listed on GOKY website and social media as an active rental location
- Seasonal social promotion targeting Lexington outdoor recreation audience
- Coordination with LFUCG social/newsletter promotion per RFP commitment

## Long-Term Vision: Built-In, Not Bolted-On

GOKY's long-term intent at Kelley's Landing is to be a design collaborator, not just a vendor. We want to work with LFUCG and the park's design team to ensure that a permanent rental kiosk, equipment storage, and ADA-accessible launch infrastructure are incorporated into the site plan from the beginning. When construction is complete, GOKY drops in a permanent presence that fits the park — not one that had to work around it.

### 1.3 Jacobson Park Reservoir — Full-Season Recreation Hub

Jacobson Park is GOKY's flagship Lexington location. With a 46-acre stocked reservoir, existing park infrastructure, established visitor traffic, and a rich activity landscape, this is where GOKY deploys its full operational model.

#### Hours & Season

- Weekends in May : Saturdays 10am–7pm, Sundays 12pm-7pm fully staffed
- Memorial Day through Labor Day: Saturdays 10am–7pm, Sundays 12pm-7pm, and Weekdays 3pm-7pm fully staffed
- No self-service kiosk — every operating day has a certified GOKY crew member on-site
- Rentals end at least 1 hour before sunset per RFP requirement

#### Concession Building Activation

GOKY has inspected the existing concession building at Jacobson Park. With minor exterior maintenance and patching, this building is a fully viable concession point. GOKY will activate it to serve park visitors with:

- Bagged snacks (chips, granola bars, trail mix)
- Beverages (water, sports drinks, sodas)
- Frozen items (ice cream, freezer pops)
- Convenience items (sunscreen, bug spray)

*GOKY requests that LFUCG support minor maintenance and patching of the concession building as part of the park's standard maintenance program. GOKY will handle all interior setup, concession inventory, and ongoing cleanliness.*

#### 20-ft Shipping Container — Equipment Storage

To house the full rental fleet at Jacobson Park, GOKY requests that LFUCG designate a suitable space at the park for placement of a GOKY-owned 20-ft shipping container. This container will serve as secure, weatherproof storage for watersports equipment.

- GOKY purchases, owns, and maintains the container
- Placement coordinated with DPR to ensure no interference with park operations or aesthetics
- Container is fully removable and creates no permanent infrastructure obligation for LFUCG
- Provides secure overnight storage and eliminates equipment transport between seasons

### 1.4 Location Operations Summary

	Kelley's Landing Park	Jacobson Park Reservoir
Model	Mobile weekend + event operation	Full-season staffed hub
Season	Saturday before Memorial Day through Labor Day	Weekends in May, then 7 days/week Memorial Day through Labor Day
Staffing	Sat/Sun + all events/programs	7 days/week; certified GOKY crew daily
Watercraft	Single kayaks, tandem kayaks, canoes	Single kayaks, tandem kayaks, canoes, paddleboats (park-owned)
Activities	Watercraft rentals	Watercraft, disc golf, lawn games, fishing gear,
Concession	None	Existing concession building (snacks, drinks, frozen items)
Storage	Mobile — arrives and departs with GOKY	20-ft GOKY container + concession building
Infrastructure ask	None in Year 1 — collaboration on design going forward	Container space + concession building maintenance + signage + ADA dock
Self-service	None	None
Long-term plan	Permanent kiosk integrated into park design	Expand activity menu and programming as park traffic grows

### 1.5 Kelley's Landing River Safety Protocol

The Kentucky River requires a fundamentally different safety approach than a closed reservoir. Every rental at Kelley's Landing is staffed — no self-service at this location in Year 1.

- **Staffed every operating day.** Because this is a mobile operation with staff present on Saturday and Sunday, every customer receives a face-to-face safety briefing, PFD fitting, and staff launch assessment.
- **River condition monitoring.** GOKY monitors river height, flow rate, and weather before each operating day. If conditions are unsafe, operations are suspended for that day.
- **Age restrictions enforced.** Under 12 may not rent independently; ages 12–17 must be accompanied by an adult.
- **Emergency procedures.** 911 and GOKY operator line contacts maintained by all on-site staff. Incident log maintained for all safety events. LFUCG notified within 24 hours of any incident.

### 1.6 Customer Rental Process (Both Locations)

- Customer arrives at designated rental area
- GOKY staff conducts safety orientation and proper PFD fitting
- Customer signs digital waiver on tablet or personal device
- Staff assigns and launches equipment; confirms return time
- Staff monitors active rentals and assists with return

## 2. Equipment List & Activity Menu

Get Outside KY will provide all rental equipment, safety gear, and operational infrastructure. All equipment is owned outright.

### 2.1 Watercraft Fleet

Equipment Type	Qty	Deployment	Status
Recreational Kayaks (single)	6	Both locations	Owned, operational
Tandem Kayaks	4	Both locations	Owned, operational
Canoes	2	Both Locations	Owned, operational
Adaptive / Accessible Kayaks	2	Jacobson Park	Owned, operational
Paddleboats (park-owned)	On-site	Jacobson Park	Ready to operate

*Stand-up paddleboards are not included in this proposal at this time. GOKY will evaluate SUP operations at Jacobson Park in Year 2 based on site conditions and customer demand.*

### 2.2 Jacobson Park Extended Activity Menu

Jacobson Park’s established infrastructure and diverse visitor base make it ideal for a broader activity offering beyond watercraft. GOKY proposes the following additional rentals and activations, subject to DPR approval. Items marked “Phase 1” are ready for launch; items marked “Phase 2” are proposed for evaluation and rollout during or after Year 1.

#### Disc Golf Disc Rentals

- **Phase 1 — Ready to launch.** If Jacobson Park has an existing disc golf course or open space suitable for casual disc golf play, GOKY will offer disc rentals (sets of 3: driver, mid-range, putter) by the hour or half day. Low overhead, high appeal to families and younger visitors.
- Suggested rate: \$8/hour per set, \$20/half day
- Disc sets (driver, mid-range, putter) provided; targets/baskets use existing park infrastructure
- Subject to DPR confirmation of suitable course or open play area

### Fishing Gear Rentals

- **Phase 1 — Strong fit for Jacobson.** Jacobson Park’s reservoir is stocked by the Kentucky Department of Fish & Wildlife, making fishing a natural draw. GOKY proposes basic fishing rod and tackle rentals for visitors who arrive without gear. Kentucky fishing license compliance communicated at point of rental.
- Suggested rate: \$10/hour per rod-and-tackle kit
- Basic rod, reel, line, and tackle (hooks, bobbers, sinkers) included
- KY fishing license requirement for every rental

### Nature Exploration Kits

- **Phase 2 — Proposed for Year 1 evaluation.** Curated nature kits for families and kids exploring the park’s natural areas, reservoir shoreline, and wildlife habitat.
- Kit contents: binoculars, field guide (KY birds/plants), magnifying glass, activity card
- Suggested rate: \$5/hour, \$12/half day
- Lightweight, easy to manage, strong appeal to families with children

## 2.3 Safety & Support Equipment

Item	Details
USCG-Approved PFDs	Adult sizes S–3XL; youth sizes available; one per rental; safety whistle on each
Paddles	Matched to watercraft type; inspected each rental; adaptive grips available
First Aid Kit	Stocked kit at each location
Emergency Contact Signage	Posted prominently at all rental areas; 911 and GOKY emergency line
Concession Building (Jacobson)	Minor maintenance by LFUCG; GOKY handles interior setup, inventory, cleanliness
20-ft Storage Container (Jacobson)	GOKY-owned; space designated by DPR; houses full rental fleet and gear

## 2.4 Accessibility Commitment

GOKY has acquired two adaptive kayaks with stabilizing outriggers, low-profile seating, and easy-entry hulls. Adaptive kayaks are priced identically to standard kayaks — no premium for accessibility. Staff-assisted water entry and exit is available at all staffed hours at no charge. All will be fully operational at season launch.

### 3. Safety Plan & Compliance Structure

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#### 3.1 Staff Certifications

All GOKY personnel operating at LFUCG park locations hold and maintain current:

- CPR/AED Certification (American Red Cross or equivalent)
- First Aid Certification (American Red Cross or equivalent)
- GOKY Watercraft Safety Training (internal certification program)
- Familiarity with LFUCG park-specific emergency procedures

*Owner/Operator certification status: Currently certified. Documentation available upon request.*

#### 3.2 Pre-Rental Safety Procedures

- Digital safety waiver signed before equipment is released
- Safety briefing conducted by staff member on every rental at both locations
- PFD required and confirmed prior to launch (size-appropriate fit; whistle attached)
- Age restrictions enforced: under 12 may not rent independently; 12–17 must be accompanied by an adult

#### 3.3 Equipment Inspection Protocol

- All watercraft inspected each operating day
- Any damaged or suspect equipment immediately removed from rotation and logged
- Digital inspection log maintained for each piece of equipment
- Quarterly full-fleet safety inspection by certified GOKY staff
- All equipment subject to DPR inspection and approval

#### 3.4 Emergency Procedures

- Emergency contact numbers (911, GOKY operator line) posted at all sites
- On-site staff is first responder; calls 911 immediately for any water or cycling emergency.
- Incident log maintained for all reported safety events
- LFUCG Division of Parks & Recreation notified immediately.

#### 3.5 Regulatory Compliance

- U.S. Coast Guard equipment standards for all PFDs and watercraft
- Kentucky Department of Fish & Wildlife regulations for Jacobson Park Reservoir
- OSHA standards for employee safety
- LFUCG park rules and DPR operational guidelines
- All terms and conditions of RFP #8-2026

## 4. Pricing Structure & Financial Proposal

### 4.1 Proposed Customer Rental Rates

Rental Type	1 Hour	2 Hours	Half Day (4 hr)	Location
Single Kayak	\$20	\$25	\$35	Both
Tandem Kayak	\$25	\$35	\$45	Both
Canoe	\$20	\$25	\$35	Both
Adaptive Kayak	\$20	\$25	\$35	Jacobson Park
Paddleboat (park-owned)	\$15	\$20	\$30	Jacobson Park
Disc Golf Set (3 discs)	\$8	—	\$20	Jacobson Park
Fishing Rod & Tackle Kit	\$10	—	—	Jacobson Park
Nature Exploration Kit	\$5	—	\$12	Jacobson Park
Picnic & Relaxation Kit	—	—	\$15	Jacobson Park

All watercraft rates include USCG-approved PFD and paddle. Rates subject to DPR approval. GOKY reserves the right to offer promotional pricing with DPR approval.

### 4.2 Revenue Share Proposal

Get Outside KY proposes a flat 10% revenue share to LFUCG on all gross revenue from day one of operations — watercraft, activity rentals, and concession sales.

#### Revenue Share Structure

- 10% of all gross revenue to LFUCG, paid monthly
- Applies from the first transaction of the season — no tiered threshold, no delay
- Full audit rights to GOKY revenue records for all LFUCG locations
- Monthly usage report: activity counts by type, by location, by week
- Concession revenue included in revenue share calculation

This flat structure simplifies reporting for both parties and reflects our commitment to a genuine long-term partnership. The more the program grows, the more both parties' benefit.

### 4.3 Projected Revenue for LFUCG

Scenario	Gross Revenue	LFUCG Return (10%)	GOKY Revenue
Conservative (watercraft only, both sites)	\$38,000	\$3,800	\$34,200
Moderate (watercraft + paddleboats + concession)	\$62,000	<b>\$6,200</b>	\$55,800
Strong (full activity menu + events)	\$90,000	<b>\$9,000</b>	\$81,000

Projections reflect Jacobson Park as a full recreation hub and Kelley’s Landing as a growing weekend destination. The expanded activity menu at Jacobson — fishing gear, disc golf, concession — drives meaningfully higher per-visit revenue than watercraft alone.

### 4.4 Financial Capacity Statement

Get Outside KY is operationally self-sufficient and enters this contract with its full equipment inventory owned and ready to deploy, with no financial contribution required from LFUCG. All equipment, staffing, insurance, technology, and infrastructure costs are borne entirely by GOKY. LFUCG assumes zero financial risk under this proposal.

GOKY will purchase and deploy a 20-ft storage container at Jacobson Park at our own cost. This reflects our commitment to building a durable, professional operation for Lexington’s parks — not a short-term vendor relationship.

### 4.5 Contract Term Request

Given GOKY’s capital investment in equipment deployment and site infrastructure specifically for LFUCG park locations, we respectfully request consideration of one of the following contract protections:

- **Option A — 2-Year Initial Term:** An initial contract term of two (2) years, with the existing three (3) optional annual renewals thereafter. This provides GOKY reasonable assurance that our upfront capital investment will be protected.
- **Option B — Capital Reimbursement Provision:** Maintain the 1-year initial term with a provision that if LFUCG elects early termination without cause, GOKY is reimbursed for documented capital investments made specifically for LFUCG park operations (storage container, equipment, permanent site infrastructure).

*GOKY accepts the standard 30-day at-will termination clause for performance-based termination. This request applies only to good-faith capital investment protection.*

## 4.6 Infrastructure Investment Requests

GOKY self-funds its mobile operations at Kelley's Landing and the 20-ft storage container at Jacobson Park. Our collaborative asks to LFUCG focus on park infrastructure that serves all visitors — not just rental customers:

- **Concession Building Maintenance (Jacobson).** Minor exterior patching and maintenance to bring the existing building to a presentable operational condition. GOKY handles all interior setup and ongoing upkeep.
- **Container Space Designation (Jacobson).** A designated, approved location for GOKY's 20-ft storage container within the park. Placement coordinated with DPR.
- **Directional & Safety Signage (Both Locations).** Permanent wayfinding to rental areas and safety signage. Serves all park visitors regardless of rental activity.
- **ADA-Accessible Kayak Launch Dock (Both Locations, Long-Term).** An ADA-compliant launch dock ensures equitable water access for all residents. Eligible for dedicated accessibility grant funding. GOKY requests LFUCG pursue available funding — not an immediate capital ask.
- **Kelley's Landing Design Collaboration (Long-Term).** GOKY requests to be included in the design conversation for Kelley's Landing's ongoing development so that a permanent rental presence, equipment storage, and ADA launch infrastructure are incorporated into the site plan.

## 5. Accessibility Accommodations

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GOKY believes outdoor recreation should be available to everyone, regardless of physical ability.

### 5.1 Adaptive Equipment

- 2 adaptive kayaks with outrigger stabilizers, low-profile seating, and easy-entry hulls — ready at season launch
- Adaptive kayaks priced identically to standard kayaks — no premium for accessibility
- Paddles available in multiple lengths and with adaptive grips upon request
- All PFDs available in adaptive-friendly configurations

### 5.2 Launch Assistance

- Staff-assisted water entry and exit at no additional charge during all staffed hours
- GOKY will work with DPR to identify the most accessible launch areas at each site
- Accessible parking proximity communicated in all marketing materials

### 5.3 Digital Accessibility

- App and online booking system designed to WCAG 2.1 accessibility standards
- Phone-based booking alternative available for customers unable to use app
- Large-print safety materials available upon request

## 6. Local Employment Impact

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### 6.1 Job Creation

- 2–4 seasonal positions created directly for Lexington-area operations
- Priority hiring from Lexington community, Fayette County, and neighboring counties
- University of Kentucky and Transylvania University student employment preferred
- Existing Berea-area staff may transfer/expand to Lexington roles

### 6.2 Wages & Benefits

- Starting wage: \$10–\$15/hour for seasonal crew, above Kentucky minimum wage
- CPR/First Aid certification provided by GOKY at no cost to employees
- GOKY watercraft and e-bike training provided; transferable outdoor rec credentials
- Flexible scheduling to accommodate student employees

### 6.3 Community Impact

- GOKY lists all LFUCG park rental locations on website and social media
- Each visitor represents additional park traffic and local business spending
- GOKY's Berea model extends to Lexington — rooted in Kentucky community development

## 7. References & Past Performance

### 7.1 Operational Track Record

- 5-star customer rating across all major review platforms
- #1 rated outdoor activity for Berea tourists
- Kentucky's pioneer electric cycling rental operator
- 30+ piece watercraft fleet operated safely over multiple seasons
- Zero major safety incidents in rental operations history
- \$80,000–\$100,000 annual gross revenue — financially stable and growing

### 7.2 Business References

Organization	Relationship	Contact
City of Berea / Berea Tourism	Municipal partner	Available upon request
Berea College	Institutional partner	Available upon request
Madison County Recreation	Local outdoor recreation partner	Available upon request

Direct contact names, phone numbers, and email addresses provided in the Business References form submitted with this proposal.

### 7.3 Why GOKY Is the Right Partner for LFUCG

Selection Criterion	GOKY Advantage
Experience (20 pts)	Multi-season paddlesport and e-bike operator; 5-star rated; proven fleet management; \$80k–\$100k annual revenue
Safety Plan (20 pts)	Every rental staffed at both locations in Year 1; CPR/First Aid certified; digital waivers; documented protocols
Operational Feasibility (15 pts)	Right-sized model for each park's development stage; mobile at Kelley's, full hub at Jacobson; proven in Berea
Financial Proposal (15 pts)	10% flat from day one on all revenue streams; zero city financial risk; LFUCG earns more as program grows
Accessibility (10 pts)	Adaptive kayaks, equal pricing, staff assistance, accessible app — all operational at season launch
Local Employment (10 pts)	2–4 Lexington-area jobs; UK/Transy student hiring; \$10–\$15/hr; CPR training provided at no cost
References (10 pts)	City of Berea, Berea College, Madison County Rec — all confirmed and available

## 8. Management Team Overview

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### 8.1 Owner / Operator

The owner and founder of Get Outside KY personally oversees all rental operations, safety protocols, staff training, and customer experience across both Lexington locations and existing Berea operations.

- Direct oversight of both LFUCG locations
- Available by phone/text during all operating hours
- CPR/First Aid certified
- Multi-season experience with Kentucky waterways, e-bikes, and outdoor recreation operations

### 8.2 Site Staff

- CPR/First Aid certification (provided by GOKY at no cost to employees)
- GOKY watercraft safety training certification
- Customer service orientation training
- Authorized to enforce age restrictions and deny rental if safety concerns arise

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### Authorized Signature

I certify that the information contained in this proposal is accurate and that I am authorized to submit this proposal on behalf of Get Outside KY.

Signature: John A. Sipple

Printed Name: Alex Sipple

Title: Owner / Operator

Date: 03/20/26

Business Name: Get Outside KY

Address: Berea, Kentucky

Phone: (859)-544-7079

Email: alex.sipple@getoutsideky.com

## BUSINESS REFERENCES

Get Outside KY — RFP #8-2026  
Non-Motorized Watercraft Rental Services

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### Reference 1: City of Berea / Berea Tourism

Contact Name: Nancy Conley  
Title: Director  
Phone: 859-986-2540  
Email: info@visitberea.com  
Relationship to GOKY: Collaborator

### Reference 2: Berea College

Contact Name: Sean Tringue  
Title: Aquatics Director  
Phone: 606-312-6799  
Email: tringues@berea.edu  
Relationship to GOKY: Collaborator & Customer

### Reference 3: Madison County Recreation / Local Outdoor Recreation Partner

Contact Name: Lauren Kilburn  
Title: Assistant Program Coordinator  
Phone: 859-623-8753  
Email: lkilburn@richmondky.gov  
Relationship to GOKY: collaborator

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The above references have agreed to speak on behalf of Get Outside KY regarding our operational performance, safety record, and reliability as a business partner.

# Safety & Security Protocols

Operational standards for all GOKY rental locations

This document outlines the operational safety and security protocols for all GOKY rental locations. All staff are expected to follow these procedures daily to ensure a safe and enjoyable experience for every participant. Protocols are reviewed and updated regularly as operations evolve.

## SAFETY PROTOCOLS

### Waivers

All participants must sign a Release, Indemnification, and Hold Harmless Agreement before any rental is scheduled or equipment is issued. Digital waivers are accepted via the GOKY app.

### Equipment Inspection

All boats and rental equipment will be inspected daily for damage, wear, or required repairs before being made available to customers. Any item failing inspection is removed from rotation immediately and logged.

### PFDs (Personal Flotation Devices)

USCG-approved PFDs are included with every rental in sizes S–3XL (youth sizes also available). Wearing a PFD is mandatory — no exceptions — in order to paddle. Staff will confirm proper fit during all staffed hours.

### Safety Whistles

A safety whistle is attached to every PFD to allow participants to signal for help in an emergency.

### Age Restrictions

Participants under 12 years of age may not rent independently. Participants ages 12–17 must be accompanied by an adult at all times on the water. Staff are authorized to verify age and enforce these requirements.

### CPR & Rescue Certification

All GOKY personnel hold current certification in CPR/AED and First Aid (American Red Cross or equivalent), enabling effective and confident emergency response. Certification documentation is maintained on file and available upon request.

### Staffed Hours & Self-Service Oversight

A certified GOKY staff member is present at each staffed location during all peak operating hours. At Kelley's Landing (Kentucky River), self-service hours (Sun–Fri) are subject to real-time condition monitoring — rentals may be remotely suspended via the GOKY app when river stage, flow rate, weather, or other safety factors warrant. First-time paddlers at Kelley's Landing are restricted to staffed hours only.

### Medical & Fitness Disclosure

Participants are encouraged to disclose any medical or physical conditions prior to renting. Staff are authorized to deny rental if safety concerns are identified. This includes visible impairment, disclosed medical conditions incompatible with water activity, or any condition that, in staff judgment, poses a risk to the participant or others.

## SECURITY PROTOCOLS

### **Equipment Storage**

All equipment containers are secured with heavy-duty locks at all times when not in active use. Storage areas are designated in coordination with DPR and subject to their approval.

### **Daytime Locking**

Throughout the operating day, all equipment not currently rented remains locked and secured to prevent unauthorized use or removal.

### **Nightly Security Checks**

Nightly physical security checks are performed on all equipment and storage areas. This continues until permanent camera monitoring is fully operational at each location.

### **Security Cameras**

A professional camera and surveillance service is being arranged to provide continuous overnight monitoring of the rental facility and equipment at each location.

### **Asset Tracking**

Apple AirTags or equivalent GPS/Bluetooth trackers are placed on each piece of rental equipment for real-time location tracking and theft recovery. Active rental GPS tracking is also monitored through the GOKY app during self-service hours.

### **Emergency Contacts**

911 and GOKY Operations contacts are programmed on speed dial for all on-site staff. Emergency contact numbers are also posted prominently at all rental areas for public visibility.

*Document Version: 2.0 | Last Reviewed: March 2026 | This document is subject to regular review and updates as operations evolve.*

# Release, Indemnification & Hold Harmless Agreement

Please read carefully and initial each section before signing

In consideration of participating in Kayaking, Canoeing, Paddle-Boarding, Electric Bicycling, Electric Scooters, Segways, Longboards, and Other Activities and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **Get Outside LLC** and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them, on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

Initial: \_\_\_\_\_ **Assumption of Risk**

I acknowledge that Kayaking, Canoeing, Paddle-Boarding, Electric Bicycling, Electric Scooters, Segways, Longboards, and Other Activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to: any and all personal injuries; medical conditions resulting from physical activity; damaged clothing or other property; and with respect to electric mobility devices, risks associated with speed, loss of control, collisions, road/surface hazards, and equipment malfunction. Where applicable, water activities at river locations carry additional risks including variable current, water level fluctuation, submerged hazards, and weather-related conditions. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

Initial: \_\_\_\_\_ **Voluntary Participation**

I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation is purely voluntary and I elect to participate despite the risks. If at any time I believe conditions are unsafe or that I am unable to participate due to physical or medical conditions, I will immediately discontinue participation.

Initial: \_\_\_\_\_ **Release of Liability**

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action connected with my participation in this activity or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

Initial: \_\_\_\_\_ **Insurance & Medical Fitness**

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

Initial: \_\_\_\_\_ **Electric Mobility Devices**

With respect to electric mobility devices (electric scooters, Segways, and longboards), I confirm that I am familiar with or have received instruction on the safe operation of such devices, that I will wear all required safety gear including a helmet, and that I will comply with all applicable laws and regulations regarding their use, including speed limits and designated riding areas.

Initial: \_\_\_\_\_ **Jurisdiction**

In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

**PARTICIPANT SIGNATURE**

**Age Requirement Notice:** Participants under 12 may not rent independently. Participants ages 12–17 must be accompanied by a parent or guardian on the water at all times. A parent or guardian signature is required below for all participants under 18.

Participant Signature

Date

\_\_\_\_\_

\_\_\_\_\_

Printed Name

\_\_\_\_\_

**If participant is under 18 – Parent / Guardian Signature**

Date

\_\_\_\_\_

\_\_\_\_\_

Parent / Guardian Printed Name

\_\_\_\_\_