

To: Mayor and City Council

From: Rachel Waldron
 Parks and Recreation Director

Re: Contract Renewal for Treetop Quest Dunwoody, LLC

Date: October 28, 2024

Action

Approval of renewal agreement with Treetop Quest Dunwoody, LLC. This agreement shall automatically renew each year, with a maximum term of ten calendar years.

Summary

Treetop Quest Dunwoody, LLC (TTQ) was awarded Informal Request for Proposal 2014-03 to design, install, and operate a tree canopy obstacle course within Brook Run Park. TTQ began operations at the park in Spring 2015. The current agreement expires December 31, 2024, concluding the initial ten-year term.

Details

In addition to Dunwoody, TTQ also facilitates adventure parks in Buford, GA and Philadelphia, PA. In consideration for use of Brook Run Park, Treetop Quest Dunwoody pays the city 5% of annual gross profits with a minimum guarantee of \$25,000 annually. Historical revenue can be found below.

| Year | Revenue to City |
|-------------|------------------------|
| 2022 | \$36,057.46 |
| 2023 | \$33,348.46 |
| 2024 YTD | \$26,739.27 |

Recommendation

Staff respectfully requests that Council: 1) Approve the renewal agreement with Treetop Quest Dunwoody, LLC; (2) Authorize the City Manager to execute the necessary documents.

An aerial photograph of a circular splash pad in a park. The splash pad is a large, light-colored circular area with several smaller circular water features. It is surrounded by a black metal fence. Many people, including children and adults, are seen playing in the water and walking around the perimeter. The scene is bright and sunny, with shadows cast on the ground. A large, stylized logo for the City of Dunwoody, Georgia is overlaid on the center of the splash pad. The logo consists of the words "City of" in a smaller font above "Dunwoody" in a large, bold, serif font, with "Georgia" in a smaller font below it. A decorative wavy line is positioned below the word "Dunwoody".

City of
Dunwoody
Georgia

Treetop Quest Dunwoody, LLC Renewal Agreement

October 28, 2024

Summary

- Treetop Quest Dunwoody, LLC (TTQ) was awarded Informal Request for Proposal 2014-03 to design, install, and operate a tree canopy obstacle course within Brook Run Park. TTQ began operations at the park in Spring 2015. The current agreement expires December 31, 2024, concluding the initial ten-year term.



Background/Timeline

- In 2014, Treetop Quest Dunwoody was selected to provide additional recreational opportunities for all ages in a part of Brook Run Park that had yet to be activated. The obstacle course itself was designed with the assistance of certified arborists and installed with wedges and pre-fabricated platforms which are affixed to the canopy without nails, screws, or any drilling into the trees themselves. Treetop Quest, and its parent company Altiplano, has installed and operated treetop obstacle courses around the world since 2004.



Financial Impact

- In addition to Dunwoody, TTQ also facilitates adventure parks in Buford, GA and Philadelphia, PA. In consideration for use of Brook Run Park, Treetop Quest Dunwoody pays the city 5% of annual gross profits with a minimum guarantee of \$25,000 annually.

| Year | Revenue to City |
|----------|-----------------|
| 2022 | \$36,057.46 |
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| 2024 YTD | \$26,739.27 |

Staff Recommendation

- Staff recommends:
 - 1) Approval of renewal agreement with Treetop Quest Dunwoody, LLC



An aerial photograph of a large, circular splash pad in a park. The splash pad is a light blue color with several circular water jets. A black metal railing surrounds the splash pad, and many people of various ages are playing in the water. The surrounding area is paved with light-colored concrete and has some benches and trees. The text 'City of Dunwoody Georgia' is overlaid in the center of the splash pad.

City of
Dunwoody
Georgia

Treetop Quest Dunwoody, LLC
Attn: Mr. Julien Hatton, Development Manager
2020 Clean Water Drive
Buford, Georgia 30519

Notice of Renewal of Existing Contract IRFP 2014-03
Tree Top Quest at Brook Run Park

Insurance Requirements, Terms and Conditions Remain the Same

Renewal Agreement – One Year With Automatic Renewals and Annual Exit Option

This Agreement shall be effective upon its execution (the "Effective Date") and shall terminate on December 31, 2024 ("Initial Term"). This Agreement shall automatically renew for additional one-year terms ("Renewal Terms") unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written notice to Company no later than thirty days prior to the conclusion of the Initial or Renewal Term(s). The total duration of this Agreement shall be no more than ten (10) calendar years and if parties wish to renew for additional one-year terms, this Agreement (or as amended) shall be executed by mutual consent of the parties at that time, but in any event no later than thirty (30) days prior to the conclusion of the last Renewal Term under this Agreement.

Termination. Termination of this Agreement shall only be allowed as follows:

- a. **By Company:** The Company shall have the right to terminate this Agreement at any time upon sixty (60) days written notice to the City. Termination of this Agreement by Company shall not relieve the Company of any liability to the City existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Company prior to such termination.
- b. **By the City:** The City shall have the right, for its convenience, to terminate or suspend this Agreement in whole or in part at any time upon thirty (30) days written notice to the Company. Each such notice shall state the extent and effective date of such termination or suspension. On such effective date, Company shall, as and to the extent directed, stop services under this



Agreement. In the event of any termination pursuant to this Paragraph, the City shall pay Company such fees for services for which the City is responsible for payment, if any, as Company may have reasonably and necessarily incurred prior to the date of such termination.

c. By the City: The City shall have the right to terminate this Agreement immediately if an inspection shows that Company is not in compliance with local, state, or federal regulations, violates provisions of this Agreement, or if minimum insurance coverage is not maintained. Upon notification, Company shall, as and to the extent directed, stop services under this Agreement. In the event of any termination pursuant to this Paragraph, the City shall pay Company such fees for services for which the City is responsible for payment, if any, as Company may have reasonably and necessarily incurred prior to the date of such termination.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement through their authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____

Lynn P. Deutsch

Title: Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

Treetop Quest Dunwoody, LLC

By: DEYGAS FABRICE

Title: President 

Date of Execution: 10-02-2024



41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346
 P (678) 382-6700 F (678) 382-6701
 dunwoodyga.gov

August 20, 2014

Treetop Quest Dunwoody, LLC
 Attn: Mr. Julien Hatton, Development Manager
 2020 Clean Water Drive
 Buford, Georgia 30519

RE: NOTICE OF INTENT TO AWARD IRFP 2014-03

It is the intent of the City of Dunwoody to award the referenced bid to your company.

Two (2) original contract documents are enclosed for signature.

- If your company is a corporation, ensure that the document is signed by the president or vice-president, attested by the corporate secretary, and that the corporate seal is affixed to the document signature page.
- If your company is not incorporated, ensure that the signature is attested to and sealed by a notary public.
- Complete and return one copy of the attached Affidavit Verifying Status for City Public Benefit and one copy of the attached E-Verify Contractor Affidavit under O.C.G.A. 13-10-91 (b)(1).
- Reference insurance requirements as required in the bid document. A certificate should be forwarded to us meeting those requirements.
- Submit a copy of your W-9.
- Return both complete contract documents.**
- Please do not date the contracts.**

All documents should be returned to us within ten (10) days. Once contracts have been fully executed, a Notice to Proceed and an executed contract will be forwarded to you. If you have questions, do not hesitate to call me at 678-382-6750.


 John Gates
 Purchasing Manager

Michael G. Davis Mayor

Denis Shortal City Council Post 1
 Adrian Bonser City Council Post 2
 Doug R. Thompson City Council Post 3

Terry Nall City Council Post 4
 Lynn Deutsch City Council Post 5
 John Heneghan City Council Post 6

Packet page:...

**AGREEMENT BETWEEN THE CITY OF DUNWOODY AND TREETOP QUEST
DUNWOODY LLC.**

This Agreement (the "Agreement") is made this 22nd day of October, 2014, by and between Treetop Quest Dunwoody, LLC (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing treetop obstacle courses and zip lines in parks; and

WHEREAS, the City of Dunwoody is interested in providing a passive recreational activity for its citizens in Brook Run Park and Company is willing to build and maintain same at the park at its expense and provide the treetop obstacle course experience to visitors of Brook Run Park; and

WHEREAS, Company is willing and able to render said services pursuant to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody by creating, setting up and managing in the City's Brook Run Park a treetop obstacle course and zip lines as set forth in Exhibit "A," "Scope of Services." Company agrees to perform the Services as stated in the Scope of Services in exchange for the City's authorizing Company to utilize the City's park for conduct of its business and for further consideration as described in this Agreement.

2. Compensation.

a. Fee. In consideration for use of the City Park, Company shall pay Dunwoody 5% of annual gross profits with a minimum guarantee of \$25,000 annually, as further described and defined in Exhibit "B." The City of Dunwoody shall not be responsible for any costs of setting up and creating the Treetop obstacle course and zip lines nor be responsible for any cost of its operation. The entirety of the fee arrangement between the City and Company shall be as provided in Exhibit B.

b. Manner of Payment. Company agrees to pay said compensation amount to the City on a monthly basis by submitting the payment along with the accounting of

the necessary documentation sufficient for the contractual payment to be evident to the City from the documentation provided, or as otherwise authorized under Exhibit B.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee of the City of Dunwoody in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services in furtherance of this Agreement.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") and shall terminate on December 31, 2014 ("Initial Term"). This Agreement shall automatically renew for additional one-year terms ("Renewal Terms") unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written notice to Company no later than thirty days prior to the conclusion of the Initial or Renewal Term(s). The total renewable terms of this Agreement shall be no more than ten (10) calendar years and if parties wish to renew for additional one-year terms, this Agreement (or as amended) shall be executed by mutual consent of the parties at that time, but in any event no later than thirty (30) days prior to the conclusion of the last Renewal Term under this Agreement.

5. Termination For Cause.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within twenty (20) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Company fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

- b. If Dunwoody fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

6. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody. Furthermore, Company shall remove such portion of the obstacle course owned by Company and leave that portion that has become a fixture of the Park or cannot be removed without damage to the trees or other infrastructure of the City.

7. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

8. Conflicts of Interest.

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

10. Indemnification and Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees, officials and agents, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement and as a result of any physical damage to person or property as a result of the Services provided by Company herein. City of Dunwoody shall have no liability over anything occurring as a result of anybody's use of Company's treetop obstacle course, which is acknowledged by Company as an assumption of risk on behalf of itself and acceptance all responsibility therefor. City of Dunwoody further disclaims all liability associated with the Services provided herein as a result of the use of the City's property in any way, and make no warranties as to the safety of the Park for conduct of said services, including the conditions of the ground or the trees utilized in the Services provided herein and Company acknowledges its responsibility to ensure the safety of all persons utilizing its obstacle course. Insurance requirements are attached hereto as Exhibit "D".

11. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

12. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
Dunwoody City Hall
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

With copies to:

City Clerk
Dunwoody City Hall
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

If to the Company:

Treetop Quest Dunwoody, LLC
c/o _____

13. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

14. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

16. Entire Agreement. This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the

subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

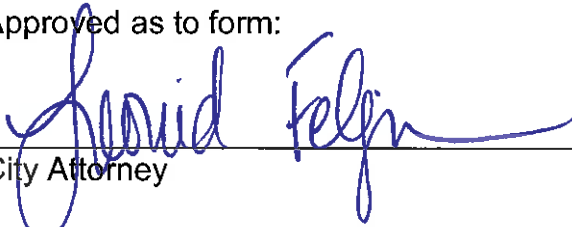
IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

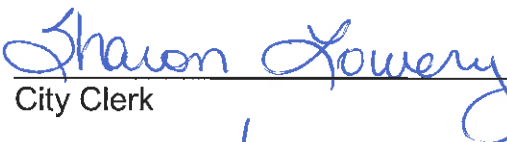
By: 
Michael G. Davis

Title: Mayor

Approved as to form:


City Attorney

Attest:


City Clerk

^{Dunwoody}
Treetop Quest, LLC

By: JULIEN HATTON

Title: Development Manager

Date of Execution 08/21/2014



EXHIBIT "A"
PROPOSAL AND SCOPE OF SERVICES

Informal Request for Proposal Number 14-03
Brook Run Park Tree Canopy Obstacle Course Project Management & Installation
City of Dunwoody, Georgia

April 4, 2014

I. INVITATION

The City of Dunwoody, Georgia is interested in obtaining the services of a professional, highly qualified full service firm to provide services that include project management, Construction, operation, installation, employment and training of staff for a tree canopy obstacle course.

Proposals and associated cost will be accepted until 2:00 P.M. on April 22, 2014.
Submittals should be addressed to:

John Gates
Purchasing Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
678-382-6750

Written responses including cost and all supporting materials must be submitted in one original to the purchasing department in a sealed envelope stating on the outside the Contractor's name, address, telephone number, IRFP 2014 – 03, title and due date. No facsimile or email responses will be considered.

II. OVERVIEW OF CITY

On December 1, 2008 the City of Dunwoody became Georgia's newest municipality. This 13 square mile community of just over 46,000 residents is also home to many of metro Atlanta's top dining, shopping, schools, and recreation activities and destinations. The City of Dunwoody is approximately 15 miles north of downtown Atlanta at the most northern tip of DeKalb County.

Dunwoody is strategically located in a cradle of three major transportation routes: to the west, the north line of the regional commuter metro rail system, Marta; to the south, Interstate 285, the perimeter beltway ringing suburban Atlanta; and on the east, Peachtree Industrial Boulevard. At the southwest corner of the city is the Perimeter Center, a regional employment center and the south-east's largest economic hub outside of Atlanta. With Perimeter Center's high rise office complexes, Dunwoody's daytime population more than doubles during business hours. Outside of the perimeter area, the majority of the City

of Dunwoody is comprised of low density, stable single family homes and smaller neighborhood-level shopping centers and office complexes.

III. SCOPE OF SERVICES

Brook Run Park tree canopy obstacle course:

Proposals for the project management, construction, operation, employment and training of staff for the installation and operation of a tree canopy obstacle course.

Obstacle course would need to be installed with minimal damage to trees involved.

All facilities installed would require initial and routine inspection by a controlling agency to insure safe working condition.

Assessment of an area located within Brook Run Park that would provide adequate operating space for all necessary operations. The approximate area for operation may include 5-10 acres of woodland area.

An initial and annual arboricultural diagnosis of trees to be affected by the installation of a tree canopy obstacle course is required.

Provide access to both private groups and the general public in an effort to provide steady and increasing revenues.

Range of complexity that would allow the use by a wide age group.

Provide a range of tree canopy obstacles with minimal impact to surrounding natural environment.

Agreement setup with the private contractor and the City of Dunwoody Parks and Recreation Department for usage of the natural area required and parking needed.

Time Line

All question due: April 10, 2014

Proposals due: April 22, 2014

IV. INQUIRES

Inquiries regarding this proposal should be directed by mail or email to:

Name: John Gates

Email Address: john.gates@dunwoodyga.gov

Mailing Address: 41 Perimeter Center East Suite 250
Dunwoody, GA 30346

EXHIBIT "A"

SCOPE OF SERVICES

Treetop quest will have access to the area designated in Attachment A within Brook Run Park to operate a tree canopy obstacle course under the terms of this contract. The following provisions will apply for the length of the contract:

City Responsibilities:

- Allow access to the area designated in Attachment A for the Construction of a Tree Canopy Obstacle Course and the support structures to operate the amenity
- Allow use of the area designated in Attachment A as "parking" for the construction of a parking facility and admission office for the obstacle course amenity.
- Video camera system to be installed in the vicinity of the amenity for additional security within Brook Run Park.
- Provide a link and logo of Treetop Quest on the City Parks and Recreation website
- Under the direction of the Parks Manager, allow for the installation of promotional signage and directional signage throughout the park to the amenity.
- Repair all existing chain link fences along the perimeter of the park at the amenity location.

Treetop Quest Responsibilities:

- Construct, Install and Maintain all Canopy Tour Obstacles and supporting operational facilities. These obstacles must be inspected daily and audited no less than once per year. Results of the annual audit must be provided to the City at the time it is conducted.
- Construction of the Canopy Tour Obstacles must be done in a way that does not harm the tree. A wooden wedge tension system must be used to attach all cables and a threaded rod tension system must be used for the construction of the platforms or an equitable approved process. No hardware or attachment may be driven directly in to the tree.
- Construct a wood shed to house a cashier and check in station in the parking area. The construction of the shed must be compliant with all of the City of Dunwoody Building Code

- Set up a temporary bathroom facilities and maintenance and janitorial services for them.
- Install necessary utilities to the cashier facility and pay the installation and monthly service fees to the utility provider.
- Provide a discount of the admission price for City residents and employees of 10%.
- Provide concessions and picnic area at the amenity location
- Provide an annual Arborist inspection of the trees within the amenity area.
- Provide the City evidence of Staff certification and training by Treetop Quest.
- Secure the area daily by removing the access ladders and steps to the platforms. Access prohibited must be displayed at all entry points during non business hours.

EXHIBIT "B"
FEE STRUCTURE

Enforcement and administration.

(a)

The city Finance Department shall administer and enforce the provisions of this article.

(b)

The city Finance Department, in conjunction with the city finance director, shall have the power and authority to make reasonable rules and regulations not inconsistent with this article or other laws or ordinances for the administration and enforcement of the provisions of this article and the collection of the tax.

(c)

The city Finance Department or any person authorized in writing by the city manager may examine the books, papers, records, financial reports, and facilities of any operator and any operator liable for the rent in order to verify the accuracy of and return made or to ascertain and determine the amount of payment which should be paid.

(e)

In administering this article, the city Finance Department may require the filing by operators of reports relating to operational income.

Rent imposed; exceptions.

(a)

There is imposed, assessed, and levied, and there shall be paid a rental fee of five percent (5%) of the monthly gross revenues generated in the city. With the rental payment due for December, the rental fee shall be the greater of 5% or the total necessary to provide the City with \$25,000 in annual rental payments.

Filing return; payment.

(a)

The rent shall become due and payable from the occupant at the time sales are generated. All such rents collected by the operator shall be due and payable to the city on or before the 20th day of every month next succeeding the month in which the sale occurs.

(b)

On or before the 20th day of every month, a return for the preceding month shall be filed with the city for the collection and payment of the rent imposed by this article. The return shall be in such form as the city shall prescribe, and shall show the gross sales, the amount of rent due for such month, and such other information as the city may require.

(c)

The person required to file the return shall deliver the return and, at the same time, deliver the remittance of the net amount of the rent due to the city.

Delinquent penalty.

Any operator who fails to pay the rent to the city on or before the due date shall pay a penalty of ten percent of the rent not paid plus interest on the unpaid rent at the rate of one percent per month.

Attachment A Tree Top Quest at Brook Run Park

Dunwoody
Smart people - Smart city



Control No.: 14068729

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Treetop Quest Dunwoody, LLC
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **July 16, 2014** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on July 17, 2014



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

Tracking #: dvesSXk2

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EXHIBIT "C"

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is

_____, _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT "D"

INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Company shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$2,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$3,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be

furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346.

***Affidavit Verifying Status
for City Public Benefit Application***

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from _____ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1024
 DESTINATION TEL # 18598685760
 DESTINATION ID
 ST. TIME 10/15 15:34
 TIME USE 01'13
 PAGES SENT 1
 RESULT OK

| | | | | | |
|--|---|---|--|--------------------------|--|
| Form SS-4 (Rev. January 2010) Department of the Treasury Internal Revenue Service | | Application for Employer Identification Number (For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.) ▶ See separate instructions for each line. ▶ Keep a copy for your records. | | OMB No. 1546-0005 EIN | |
| Type or print clearly. | 1 Legal name of entity (or individual) for whom the EIN is being requested Treetop Quest Dunwoody, LLC | | | | |
| | 2 Trade name of business (if different from name on line 1) | | 3 Executor, administrator, trustee, "care of" name Julien Hatton | | |
| | 4a Mailing address (room, apt., suite no. and street, or P.O. box) 3495 Piedmont Rd. Bldg. 11 Suite 710 | | 5a Street address (if different) (Do not enter a P.O. box.) 2341 Pealer Rd. | | |
| | 4b City, state, and ZIP code (if foreign, see instructions) Atlanta, GA 30305 | | 5b City, state, and ZIP code (if foreign, see instructions) Dunwoody, GA 30338 | | |
| | 6 County and state where principal business is located DeKalb, GA | | | | |
| | 7a Name of responsible party Treetop Quest Inc. | | 7b SSN, ITIN, or EIN 45-1202143 | | |
| | 8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | 8b If 8a is "Yes," enter the number of LLC members 1 | | |
| 8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| 8a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check. | | | | | |
| <input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input checked="" type="checkbox"/> Other (specify) ▶ Disregarded Entity - Sole Proprietorship | | | | | |
| <input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) if any ▶ _____ | | | | | |
| 9b If a corporation, name the state or foreign country (if applicable) where incorporated | | State | Foreign country | | |
| 10 Reason for applying (check only one box) | | | | | |
| <input checked="" type="checkbox"/> Started new business (specify type) ▶ LLC <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶ _____ | | | | | |
| <input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____ | | | | | |
| 11 Date business started or acquired (month, day, year). See instructions. July 17, 2014 | | 12 Closing month of accounting year | | | |
| 13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14. | | 14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/> | | | |
| Agricultural _____ Household _____ Other _____ | | | | | |
| 15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ | | | | | |
| 16 Check one box that best describes the principal activity of your business. <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker | | | | | |

Form **SS-4**
(Rev. January 2010)
Department of the Treasury
Internal Revenue Service

Application for Employer Identification Number

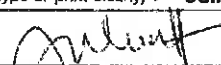
(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

OMB No. 1545-0003

EIN

▶ See separate instructions for each line. ▶ Keep a copy for your records.

| | | |
|---|--|--|
| Type or print clearly. | 1 Legal name of entity (or individual) for whom the EIN is being requested Treetop Quest Dunwoody, LLC | |
| | 2 Trade name of business (if different from name on line 1) | 3 Executor, administrator, trustee, "care of" name Julien Hatton |
| | 4a Mailing address (room, apt., suite no. and street, or P.O. box) 3495 Piedmont Rd. Bldg. 11 Suite 710 | 5a Street address (if different) (Do not enter a P.O. box.) 2341 Peeler Rd. |
| | 4b City, state, and ZIP code (if foreign, see instructions) Atlanta, GA 30305 | 5b City, state, and ZIP code (if foreign, see instructions) Dunwoody, GA 30338 |
| | 6 County and state where principal business is located DeKalb, GA | |
| | 7a Name of responsible party Treetop Quest Inc. | 7b SSN, ITIN, or EIN 45-1202143 |
| 8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | 8b If 8a is "Yes," enter the number of LLC members ▶ 1 |
| 8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 9a Type of entity (check only one box). Caution. If 8a is "Yes," see the instructions for the correct box to check. | | |
| <input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input checked="" type="checkbox"/> Other (specify) ▶ Disregarded Entity - Sole Proprietorship | | |
| <input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) if any ▶ _____ | | |
| 9b If a corporation, name the state or foreign country (if applicable) where incorporated | State | Foreign country |
| 10 Reason for applying (check only one box) | | |
| <input checked="" type="checkbox"/> Started new business (specify type) ▶ LLC <input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business _____ <input type="checkbox"/> Hired employees (Check the box and see line 13.) _____ <input type="checkbox"/> Compliance with IRS withholding regulations _____ <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____ | | |
| 11 Date business started or acquired (month, day, year). See instructions. July 17, 2014 | | 12 Closing month of accounting year |
| 13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14. | | 14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input type="checkbox"/> |
| Agricultural | Household | |
| 15 First date wages or annuities were paid (month, day, year). Note. If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) | | |
| 16 Check one box that best describes the principal activity of your business. | | |
| <input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input checked="" type="checkbox"/> Other (specify) Amusement Park | | |
| 17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Entertainment - Amusement Park | | |
| 18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶ | | |

| | | |
|---|--|--|
| Third Party Designee | Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form. | |
| | Designee's name | Designee's telephone number (include area code) |
| | Address and ZIP code | Designee's fax number (include area code) |
| Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. | | Applicant's telephone number (include area code) |
| Name and title (type or print clearly) ▶ Julien Hatton, Manager | | (770) 904-3457 |
| Signature ▶  | | Applicant's fax number (include area code) |
| Date ▶ 10/15/14 | | (404) 795-0849 |

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Treetop Quest Dunwoody LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
3495 PIEDMONT ROAD BLDG 11 STE 710

City, state, and ZIP code
ATLANTA, GA 30305

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number | | | | | | | | |
|------------------------|--|--|--|---|--|--|---|--|
| | | | | - | | | - | |

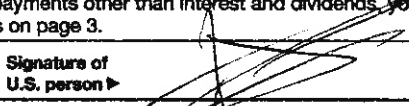
| Employer identification number | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| 3 | 8 | - | 3 | 9 | 4 | 1 | 7 | 9 |

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **10/26/2014**

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0458479674
Oct 22, 2014 LTR 147C
38-3941798

**TREETOP QUEST DUNWOODY LLC
% TREETOP QUEST INC SOLE MBR
3495 PIEDMONT RD BLDG 11 STE 710
ATLANTA GA 30305**

Taxpayer Identification Number: 38-3941798

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of October 22nd, 2014.

Your Employer Identification Number (EIN) is 38-3941798. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

L De La Torre
1000790285
Customer Service Representative