

**SUNSHINE POLISHING, INC., SERVICE AGREEMENT FOR
GONDOLA REPAIR/REFURBISHMENT**

This Service Agreement (the Agreement) is entered into by and between Sunshine Polishing Technology, Inc., d/b/a the Gondola Shop, a Colorado corporation (SPI) and The city and Borough of Juneau (Customer), effective this 18th day of November, 2025 as set forth below. SPI and the Customer are referred to herein at the “Parties.”

- a. SPI is in the business of repairing, restoring, and repurposing lift, aerial tram, and gondola equipment used in the ski industry.
- b. Customer wishes to retain SPI to perform specified repair, restoration, or repurposing services as defined in this Agreement (the Work).
- c. The Parties intend to define the full extent of their duties and obligations in connection with the Work specified in this Agreement.

Therefore, it is agreed as follows.

1. Scope of Work/Place of Performance. The Parties agree that SPI will perform the specific repair/restoration services upon the ski lift equipment owned by Customer as fully defined in the Scope of Work attached as **Exhibit 1**. SPI shall provide the labor, equipment, materials, and supervision necessary to perform the Work. SPI shall not be obligated to perform any other tasks not specified in the description of the Work unless specifically agreed in writing. Unless otherwise specified, the place of performance of all services comprising the Work shall be the SPI facility in Fruita, Colorado.
2. Professional Services Excluded. Unless otherwise provided in Exhibit 1, SPI is not obligated to provide professional services, which include but are not limited to: engineering design; structural or mechanical inspection/evaluation (*i.e.* non-destructive testing, or the like); or electrical design/repair.
3. Customer Obligations. Customer will provide, at its sole cost, all labor, equipment, and supervision as necessary to: i) remove all lift equipment, including chairs, carriers, roof hangars, or the like from the ski lift; ii) assemble the equipment for transport by SPI; iii) provide a parking area for SPI vehicles; iv) load Customer equipment onto SPI vehicles (SPI will be solely responsible for rigging and securing the equipment once loaded onto its vehicles); and v) unloading the repaired lift equipment from SPI vehicles and installing same on the lift at the conclusion of the Work. Additional customer obligations, if any, will be as specified in **Exhibit 1**. All Customer obligations shall be undertaken at the sole risk of Customer.
4. Contract Time. The Work shall commence on January 3rd 2026 and be completed no later than February 28th 2027.

5. Contract Price/Payment Terms. The Contract Price is \$ 414 000 (U.S. Dollars) sixty percent (60%) of which shall be paid upon execution of this Agreement (the Deposit). When the Work has attained sixty percent (60%) completion, the balance of the Contract Price shall be payable in monthly installments representing the portion of the Work that has been completed by SPI. For example, if the Contract Price is \$100,000, then Customer shall pay a \$60,000 Deposit upon execution, and an additional \$10,000 upon SPI attaining 70% of completion, followed by successive monthly payment increments until the Work is complete and the Contract Price is paid in full. Installment payments are due no later than the fifteenth (15th) of each month for work completed and billed in the preceding month. Payment in full is due no later than five (5) calendar days from the date of final completion of the Work.

6. Changes to the Work or Contract Time; Termination for Convenience. No change to the Work shall be undertaken, except upon execution by the Parties of a written change order identifying the change in the contract services to be performed and the change in the Contract Price. Each change to the Work entailing an increase in the scope of services shall also include an appropriate modification to the Contract Time.
 - a. The Contract Time and/or Contract Price shall be extended or modified in the event that the ability of SPI to perform is affected by one or more of the following events or circumstances: extreme weather event; labor stoppage or strike; Act of God; fire or flood; health emergency; supply chain disruption; order of public authorities; or other extreme event over which SPI does not have reasonable control. The Parties shall promptly confer regarding a Contract Time/Contract Price change order upon the occurrence of any such event(s).

 - b. In the event that Customer seeks to cancel all or part of the Scope of Work for its own convenience at or before final completion, it must notify SPI in writing. SPI shall be compensated based on the percentage of completion of all Work completed to the point of termination multiplied by the Contract Price, together with incidental damages to the point of termination (*e.g.* parts, materials, equipment, tools, or the like purchased and to be incorporated into the Work), multiplied by ten percent (10%) of the total. For example, if a \$100,000 contract is terminated at 50% completion, and with \$800 in outstanding materials purchased, the sum payable to SPI would be \$55,880 (\$50,000 + \$800 x 10%).

7. Parts. If SPI determines that parts are needed that are not within the scope of the Work, it will promptly notify the Customer of same. Customer agrees to promptly pay SPI for all such parts upon receipt of an invoice. SPI shall not be obligated to install parts until paid in full, and the Contract Time will be extended concurrently for the period between the parts invoice date and the date when payment is received.

8. Standard of Performance. The Work shall be performed in a workmanlike manner and in conformity with all approved plans, specifications, and designs authorized by the Customer, as described in Exhibit 1.
9. Insurance. SPI shall maintain at all times during this performance of the Work the following insurance policies:
 - a. Comprehensive general liability insurance with a policy limit of not less than \$1 million;
 - b. Worker's compensation insurance for all SPI employees as otherwise required by law; and
 - c. Motor vehicle liability insurance with a policy limit of not less than \$300,000 for bodily injury or property damage.
10. Warranty. SPI will repair or replace (at its sole option) any portion of the Work that is found to be defective in materials or workmanship within twenty-four (24) months from the date of final payment under this Agreement. To invoke warranty obligations, Customer must provide written notice to SPI within the warranty period describing the defect in adequate detail. SPI will promptly inspect and, if a defect is discovered, repair or replace any defective portion of the Work. SPI expressly disclaims any implied warranty of merchantability or any implied warranty of fitness for a particular purpose of the Customer.
 - a. In no event shall SPI, its officers, directors, employees, agents, or contractors be liable for any injury, loss, claim, or damages, including damages for loss profits, loss of use, consequential damages, punitive damages, damages for personal injury (or death), whether based in contract, tort, strict liability, or otherwise arising from the use of the services or products comprising the Work. The warranty in this Agreement excludes liability for any claims arising or resulting from: i) misuse or alteration; ii) vandalism or malicious mischief; iii) ordinary wear and tear; iv) failure to perform routine maintenance; v) environmental corrosion, fatigue, or weathering; or vi) acts or omissions of persons not under contract to SPI.
11. Relationship of the Parties. The relationship between the Parties is solely that of independent contractors. Neither Party shall: i) purport to act for the other; ii) attempt to direct the employees of the other in the performance of assigned tasks; or iii) attempt to incur any debts or obligations for the other. Unless otherwise agreed in writing, SPI shall be solely entitled to determine the means, methods, sequences, and schedules for the performance of the Work without direction or supervision by Customer.
12. Intellectual Property/Use of Imagery. All designs, processes, or other intellectual property associated with the Work shall be the sole and separate property of SPI. SPI

shall be authorized to retain and use all copyrights and publication rights as to any images, designs, or descriptions of the Work (or any part thereof) as it sees fit, and to use same for its own business purposes.

13. Integrated Agreement. This Agreement is the sole and complete agreement of the Parties, and it supersedes all prior contracts, orders, communications, offers, or similar documents exchanged between the Parties. This Agreement may only be modified in a writing labelled as a contract amendment and duly signed by both Parties. Email, text, or similar electronic communications exchanged between the Parties shall not constitute written modifications to this Agreement.
14. Choice of Law, Venue, Jury Waiver. This Agreement is governed by Colorado law. The sole venue for any dispute concerning or arising under this Agreement shall be the state courts of Mesa County, Colorado. In any judicial proceeding concerning or arising under this Agreement the matter shall be decided by the court, sitting without a jury, regardless of the denomination of any legal claims, counterclaims, or defenses that may be asserted in that action.
15. Remedies. This Agreement may be enforced in an action for specific performance, damages, or both as may fit the circumstances. All sums owing but unpaid under this Agreement shall accrue interest at the rate of twelve percent (12%) per annum until paid in full. In any court action concerning or arising under this Agreement the court shall award to the prevailing party its reasonable attorney fees and court costs, in addition to damages or other relief.
16. Severability. If any part of this Agreement is held to be unlawful or unenforceable, the unlawful or unenforceable provision shall be severed from the Agreement and the remainder shall be valid and enforceable to the fullest extent provided by law.
17. No Third-Party Rights. The Parties to this agreement are identified in the caption hereof. No third-parties shall have any rights to enforce or seek any remedies under this Agreement.
18. Authority. This Agreement is a valid, binding, and enforceable obligation executed after obtaining all necessary authority. The signatories are duly authorized to sign below.
19. Notice/Point of Contact. Both Parties shall designate a point of contact and address communications pertaining to this Agreement to that person. The following contact information applies, unless otherwise designated in writing:

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SPI:

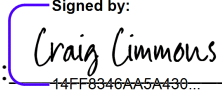
Contact: Dominique Bastien
Tel: 970-389-4104
Email: dbastien@sunshinepolishing.com
Address: 1060 19 Road
Fruita, CO 81521

Customer:

Contact: Craig Cimmons
Tel: 907-790-2000
Email: craig.cimmons@skieaglecrest.com
Address: 155 Heritage Way, Juneau, AK 99801

Approved and accepted as set forth below:

Customer:

Signed by:
By:  14FF0346AA5A430... _____ 11/24/2025 _____
Craig Cimmons, General Manager Date

SPI:

Signed by:
By:  DCE08EE76AA74B8... _____ 11/18/2025 _____
Dominique Bastien, President Date

Exhibit 1-Specifications for the Work

SCOPE OF WORK

Sunshine Polishing Technology will perform the following:

Disassembly of all required components.

Disassembly of all parts, All reusable parts (ski racks, rubber, etc.) and new parts will be stored and well-marked, according to their cabin #, in a dry and secure space.

Inspection and measurement of repairs needing attention.

Aluminum will be repaired by either dent removal or filling, depending on the severity of body damage, structural NDT inspections (if wanted).

Bodywork paint preparation.

Light sandblast to remove all paint, rust, and caulking residue on all surfaces. Mechanical sanding will also be used to prep all surfaces after sandblasting. Not all dents will be removed as the aluminum panels are very thin and can't be repaired all the time. Minor work is included in the quote. Tower side panel will be replaced on all gondolas

Painting inside and outside surfaces + doors and misc. Parts.

The paint suggested for this work is polyurethane with a high-gloss clear coat, Why we use this paint: high gloss and color retention, impact resistance, UV resistance, corrosion control, etc. Our detailed paint technique is available upon request.

Floor rebuilt.

New custom wood floor panel + rubber material on top

Seat frame restoration.

All-new custom wood backrest and new marine-grade upholstery. Removable seat – sandblast and paint the metal structure. New wood + marine-grade upholstery.

Rubber restoration

Gentle cleaning of all rubber (windows, doors), removing all grime, grease, etc.

Door mechanism and suspension rod inspection

Door mechanism will be inspected, disassembled, and reassembled. Some parts need to be installed once the full lift is installed.

Inside steel bars

Steel bars inside will be sandblasted and powder-coated.

Assembly.

Assembly of ALL new/old parts and refurbished parts required according to manufacturer standards. All new stainless steel hardware will be used. Install all necessary warning stickers and logos (both inside and outside). Install new grip tape on the roof (if previously there).

Final inspection and Quality control.

Every step and procedure of this project will be documented with proper “quality control” form for further inspections or auditing. Every document will be available at any time thru a “google drive” link if needed. We will keep a record of every found damage and repair done to every unit, incidents (if any), parts, and inventory control.

SPECIFIC RESPONSIBILITIES OF CUSTOMER

- Ship to Fruita Colorado, before Jan 15th 2026, 12 (15 passengers) CWA gondolas
- Acquire all permits and approvals submittals for the project
- Make the decisions about the appearance of the gondolas, including but not limited to; paint colors, logos and designs, and upholstery, by Jan 30th 2026.
- Provide the machinery (forklift or other) for manipulating the cabins (loading/unloading) in the CUSTOMER loading area. (expenses to be assumed by CUSTOMER)

Provide labor to perform the following:

- Remove the cabins from the line, dismantle the grip, and transport them to the loading location
- Provide the number of cabins needed following the predetermined schedule, upon which SUNSHINE POLISHING TECHNOLOGY is not required to follow the delivery schedule.
- Get final inspections for online use. SPI is not liable for any components that are incompatible with the new installation.

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