

**SERVICES CONTRACT
CITY OF GAINESVILLE
P.O. Box 490, Gainesville, FL 32602
(352) 334-5064**

060707

THIS AGREEMENT made and entered into this 27th day of October, 2006, by and between the CITY OF GAINESVILLE, and Magic Ice USA, Inc. (CONTRACTOR), Address PO Box 163839 Miami, FL 33116-3839 Social Security # or Tax I.D.# _____

WITNESSETH:

1. The City, a municipal corporation chartered in the State of Florida, engages Contractor to render and perform the following
 - a) Provide the following equipment : (all of which will be collectively referred to as "Equipment")
 - a. A 50 x 70 ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
 - b. 100 ton air-cooled refrigeration system and pump; suitable for making ice.
 - c. Ice maintenance tools, resurfacing equipment
 - d. Insulation and/or vapor barriers.
 - e. Module dasher board and railing system.
 - f. Secondary refrigerant cooling liquid.
 - g. Refrigeration Technician on call
 - h. Ice painting equipment and supplies
 - i. 250 pairs rental skates.
 - b) Contractor will also provide the following:
 - a. Except as otherwise provided herein, all tools, supplies and equipment necessary for installation and removal of the Equipment.
 - b. Training of local staff to maintain ice and monitor refrigeration equipment. City is responsible for providing all training and staff for the operation of the ice skating rink
 - c. All transportation and freight to and from site.
 - d. Professional installation supervisor
 - e. Professional refrigeration technician at installation.
 - f. Travel expenses for all out-of-town professional personnel for installation and removal.
2. The Contractor is hired as an independent Contractor from the week of November 27, 2006 to the week of January 5, 2007 (12 month maximum). Set up to begin the week of November 27-December 1, 2006 and breakdown to occur the week of January 2-5, 2007.
3. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agency, employee, partner, joint venture, or associate of the City. The Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of this agreement. Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
4. The Contractor shall be compensated the total sum of \$75,900.00
Payments to be made in the following increments:

\$50,000.00 upon execution of this contract

\$25,900.00 upon delivery and installation of rink, prior to public use.

5. The Contractor shall indemnify the City, its officials, agents and employees, and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omissions of negligence or intentional wrongdoing on the part of the Contractor.
6. The Contractor and the City agree that nothing in this contract shall be interpreted as a waiver of the City's sovereign immunity under 768.28 Florida Statutes.
7. Insurance Required. NO YES* (attach certificate)
* Coverage: General liability limits \$1,000,000.00 Worker's Comp limits \$50,000.00
Professional liability limits Auto limits
8. The City will provide (list specific items; space, supplies, personnel, etc.):
The City of Gainesville is required to have the following ready at site prior to installation of the Equipment:
- a. Connection to a power source to achieve continuous three-phase, 480-volt, 300 amp, electric capacity for connection to refrigeration system.
 - b. Access to 110-volt power for tools etc.
 - c. Electrician at site during installation to make all electrical connections to refrigeration unit.
 - d. A laser leveled site on which to place the rink, via platform.
 - e. Refrigeration system placement in the closest position to the rink possible; however, no more than 50 feet from the rink.
 - f. Protection of the hoses from the rink to the refrigeration unit via wood frame enclosure or other protection acceptable to Contractor.
 - g. Graphic or cosmetic enhancement of the ice skating rink, if desired.
 - h. A wood frame cover and trim boards over the header manifold along one end of the rink in order to protect header manifold.
 - i. Four laborers to assist with installation and removal; estimated to take 4 days for installation and 3 days for removal, however actual times may differ from estimate.
 - j. All equipment needed to unload, position, and load Equipment at site, including without limitation a 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement) and any other equipment reasonably required by Contractor.
 - k. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
 - l. Adjacent parking for technicians and supervisors during installation and removal periods.
 - m. Water supply adjacent to the site.
 - n. Safety equipment to include without limitation first aid, traffic cones, barricades as needed.
 - o. Any local permits and licenses required to install and/or operate the facilities.
 - p. Ticket and skating booth, if desired.
 - q. Any and all warming or convenience tents, if desired.
 - r. Tent sufficient to cover ice skating rink.
 - s. All appropriate signage.
 - t. All appropriate adjacent amenities to complete the facility including without limitations skate change deck, benches, rubber floor coverings, outdoor carpeting, containment around rink facilities via picket fences, etc.

- u. Ambient lighting, special effects lighting, if desired, sound system, public address system.
- v. Day-to-day professional management.
- w. Day-to-day operating personnel and operational items, which include but are not limited to first aid kit, cash control, janitorial, etc.

9. The City agrees to name the Contractor as an additional insured to the event liability insurance policy. The City agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than two million dollars (\$2,000,000), one million dollars (\$1,000,000) per occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in the state in which the Equipment is to be located and acceptable to Contractor. Contractor shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing Contractor at least ten days prior notice of cancellation. The City shall provide Contractor evidence of insurance prior to shipment of Equipment. A breach of the City's obligation to furnish insurance pursuant to this Agreement is a material breach entitling Contractor to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and Services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.

CONTRACTOR	DATE	WITNESS	DATE
CITY MANAGER/DESIGNEE	DATE	WITNESS	DATE