CITY CLERK
ORIGINAL

INVOICE

C-9372
12/15/2014

CLIENT/CUSTOMER:

City of Glendale

Special Events

ATTENTION: Dory Ludwig

bhskating INTERNATIONAL

PROJECT INFO:

Project title:	City of Glendale 2014
Project description:	Package C Synthetic Ice Rink Rental
Invoice Number:	73
Amount Due:	$1950.00
Due Date for Payment:	August, 25, 2014
Balance Due:	$1950.00 due Dec. 12, 2014 prior to installation.

EVENT DATE	DESCRIPTION	QTY	AMOUNT	BALANCE
Date: Dec. 12-13, 2014	Package C December 12, 2014	1	$ 1,375.00	$ 1,375.00
	Package C December 13, 2014	1	$ 1,375.00	$ 1,375.00
	Upgrade- Fencing Materials	2	$ 250.00	$ 500.00
	2014 Additional Insurance Certificate	1	$ 50.00	$ 50.00
	Staffing - Party Host Dec. 12, 2014 (4 hours)	1	$ 75.00	$ 300.00
	Staffing - Party Host Dec. 13, 2014 (4 hours)	1	$ 75.00	$ 300.00
	(Includes synthetic ice floor, 'fencing', skate change area, ice skates, delivery and installation on a solid flat surface		Subtotal	$ 3,900.00
			Delivery	included
			Total	$ 3,900.00
	Check Payable to: BH Skating Parks LLC		Deposit	$ 1,950.00

Please review the following agreement, sign and return a copy to us by email, or **fax at 623-243-7183.** 50% of deposit is non-refundable. Cancellations must be made in writing no later than 72 hrs prior to the event. Cancellations made after this event may be subject to the full balance due. In the event of cancellations due to weather, clients may reschedule their event within 6 months of the scheduled event date without penalty (provided that all event logistics and details remain the same). Final payment of the balance due is payable on or before delivery and prior to installation.

AGREEMENT

THIS RENTAL AGREEMENT is made on the date last below written by and between BH SKATING PARKS LLC ("BHSP") and **The City of Glendale** ("Client"). BHSP undertakes to supply a synthetic ice rink panels, plus associated materials and equipment to the Client to be delivered to the Client's chosen location, erected and available for use on **Dec. 12-13, 2014** (date).

BHSP shall supply or be responsible for: (list details)

1. **20'x50'** (rink size) Dovetail Synthetic Ice Panels.
2. Glide Enhancer with applicator.
3. Protective barriers.
4. Supply of ice skates sharpened and ready for use.
5. Rubber mats and benches.
6. Delivery and installation of all necessary materials to Lessee as outlined above installation labor included.
7. Pick up of all necessary materials at the conclusion of this contract. Maintaining a commercial general liability insurance policy on an occurrence basis with a minimum coverage limit of $5 million general aggregate and providing Lessee with a certificate of insurance evidencing the same.

Client shall be responsible for:

1. Providing a suitable flat, level and firm surface able to support the weight of the rink and skater weight, approximately 7.82 pounds per sq. ft. Determination of the adequacy of support is Client's responsibility. Suitable surface: asphalt, basketball/tennis courts, gym floor, parking lot, brick patios, etc.).
2. Adequate access to the site for installation and tear down,
3. Any event or construction permits if required.
4. Any personnel required to discharge Client's responsibilities. The personnel supplied by Client are NOT BHSP's employees. Client shall arrange compensation and insurance for all the personnel it supplies.
5. Obtaining approval of property owner, event permits and construction permits as may be necessary, and BHSP shall comply with all applicable workers' compensation, employer liability and other federal, state, country and municipal laws, ordinances, rules and regulations.
6. Security of rented products for duration of rental.

BHSP will deliver the above materials to the Client at a location to be provided by the Client on **December 12, 2014** (date). BHSP will provide installation labor and require approx 4.0 hrs to install the rink materials. BHSP will remove the above materials on **December 13, 2014** (date) immediately following the event. BHSP will provide tear down labor to remove the materials and require approx 4.0 hrs to remove the materials from the site.

CHARGES

The rental fee for the listed Equipment, Services and Facilities is **$3,900.00** (total contract). A deposit in the amount of **$1,950.00** (deposit) is due on or before **August 25,2014** (date) (known hereafter as "deposit due date"). If deposit is not received by deposit due date, this contract and all prices promised herein shall become null and void. 50% of deposit is non-refundable. A balance payment of **$1,950.00** (balance) is due on or before **December 12, 2014** (date) prior to installation. A 5% surcharge will be levied for each change to this agreement once executed. Cancellations must be made in writing and received within a minimum of 72 hours prior to event .

FORCE MAJEURE

Force majeure shall mean any event or condition not existing as of the date of this agreement not reasonably foreseeable as of that date and not reasonably within the contemplation or control of either party that prevents in whole or in material part the performance of by one of the parties of its obligations under this agreement or that renders the performance of the obligations so difficult or costly as to make the performance commercially unreasonable. Without limited the generality of the foregoing, the following constitute events or conditions of force majeure: acts of God, governmental actions, riots, civil disturbances, acts of terrorism, war, strikes, lockouts, prolonged interruptions of utility services, unavailability of materials, epidemics, fire, flood, earthquake, lightning, and explosion. Inclement weather which does not make the installation of the skating rink or its operation as a skating rink impossible is not for majeure and does not excuse the performance of either party under this agreement.

AGREEMENT

INDEMNITY AND RISK

~~Client agrees to protect, defend and hold harmless BHS from any claim demand, loss, liability, damage or expense, including reasonable costs and attorney's fees, that BHS incurs, sustains, or to which BHS becomes subject as a result of the breach or non fulfillment by Client of any term, condition, covenant or representation of this agreement or any other agreements related to the rental of the skating rink. Furthermore, The Client acknowledges, appreciates and agrees that: the risk of injury from the sport of ice skating is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. The Client knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the releases (as defined below) or others, and assume full responsibility for my participation. The Client willingly agrees to comply with any rules and regulations of the facility. If however, the Client observes any unusual significant hazard in participation, the Client will bring such hazard to the attention of the nearest official or representative of the BHS immediately. The Client, and on behalf of any heirs, assigns, personal representatives and next of kin, hereby release and hold harmless BH Skating LLC, plus their members, managers, officers, employees and advertisers (collectively 'releases'), with respect to any and all injury, disability, death or loss or damage to person or property, whether arising from the negligence of the releases or otherwise.~~

GENERAL TERMS AND CONDITIONS

1. Neither party shall have the right to assign or otherwise transfer its rights and obligations under this agreement except with the written consent of the other party.
2. This agreement may not be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by both parties..
3. The rented equipment shall at all times, remain and be the sole and exclusive personal property of BHSP and the Client shall have only the right to possession and use of the equipment under the terms of this rental agreement. It is specifically understood by and between the parties that the Client shall acquire no equity in or right of ownership to the equipment and shall have no rights of any description other than those specifically granted in this agreement.
4. BH Skating Parks and their representatives are in no way liable for any prosecutions or fines incurred as a result of illegal promotion of this event.
5. In the event of returned, NSF, late or delinquent payments the Client will be liable for all bank fees, plus late payment charges in the amount of 10% of the delinquent portion of the rental, plus attorney fees if BHSP must resort to the courts for collection after a period of 30 days.
6. In the event any term(s) of this agreement conflict with any law, rule, regulation and the like or is otherwise unenforceable, those terms shall be deemed stricken from this agreement and all of the other terms of this agreement shall continue in full force and effect unless the unenforceable provisions are an integral part of this agreement and inseparable from the remainder.
7. This agreement shall be deemed made upon its acceptance by the BHSP at its main office in Peoria, Arizona, and shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its principals of conflict of laws. The parties irrevocably commit to the jurisdiction and venue of the courts of Maricopa County, Arizona, to resolve any disputes arising under or related to this agreement.

This is to acknowledge that the Client has read the terms of this rental agreement, release of liability and assumption of risk agreement, and fully understand its terms without any inducement.

Dory Ludwig
City of Glendale

Authorized Signature

Spec Events Mgr. 10/6/14
Title Date

ATTEST:

City Clerk

Approved as to form

City Attorney

BH SKATING PARKS LLC
21505 N. 78th Ave., Peoria, AZ 85382

Steve Frisken

PRESIDENT 10/05/14
Title Date

ADDENDUM

This Addendum to the existing Agreement between the City of Glendale ("City") and BH Skating Parks LLC ("BHSP") regarding the City special event on December 12-13, 2014 is entered into this 8th day of December, 2014.

BH Skating Parks LLC further agree as follows:

A. By entering into the Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify and save the other Party harmless, including any of that Party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement.

B. By entering into the Agreement, each Party indemnifies the other against all liability (including, but not limited to, vicarious liability), losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party.

C. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials, or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

D. Notwithstanding any other term of this Agreement, the terms of this Indemnity provision shall survive the expiration and/or termination of this Agreement.

The Parties are bound by this Addendum as of the date above.

City of Glendale

Authorized Signature

Spec Events Mgr. 12/11/14

Title Date

ATTEST:

City Clerk

BH Skating Parks LLC

Steve Frisken

VP of Operations 12/11/14

Title Date

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney