



IRE CROWN RINKS
P.O. Box 133006
The Woodlands, TX 77393
Office 936.273.3887
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Ice Rink Service Agreement

CUSTOMER:

City Of Bee Cave
4000 Galleria Pkwy
Bee Cave, TX 78738

SUPPLIER:

IRE CROWN RINKS, LLC
P.O. Box 133006
The Woodlands, TX 77393

SPONSOR:

CSHV HCG Retail, LLC

GENERAL REQUIREMENTS:

The Supplier is to provide the equipment, turnkey Management and Operations for a 40' x 84' temporary, outdoor, holiday-season ice skating rink on city owned land situated adjacent to Hill Country Galleria, installed by agreement with in the City. Location of the rink is at the Hill Country Galleria in the city of Bee Cave, Texas to be open from November 10, 2023 through January 15, 2024.

REQUIRED TIMING:

Execution of Service Agreement:	March 1, 2023
Deposit Due:	March 10, 2023
Site Preparation:	Completed not later than October 30, 2023
Installation Window:	October 31, 2023 – November 9, 2023
Open to the Public:	November 10, 2023 - January 15, 2024
Removal Window:	January 16 - 31, 2024

EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:

Part A. Equipment & Professional Services

1. Project Manager Assigned to the Event (advance coordination with Customer, other third-party vendors, timeline planning).
2. Pre-Event Design Services
3. Pre-Event and On-Going Professional Support Services
4. Dasher Board Railing System--- Rink Size 40' x 84'.
5. Modular Rink Piping Grid System--- Rink Size 40' x 84'.
6. 200-Ton Aggreko Refrigeration System/Pumps/Hoses/Expansion Tank.
7. Glycol Coolant Charge; Storage Containers; Transfer Pump.
8. Sub-Rink Insulation and/or Vapor Barriers (as required).
9. Ride-On Mechanical Ice Resurfacing Machine; all related ice maintenance equipment.
10. Rental Ice Skates—Cleaned, Sharpened, Ready-to-Skate (250-pair and shelving)
11. Skate Kiosk
12. Framed Cover Over Rink Header; Grey-Black Turf Carpet to Finish Rink Perimeter/Deck.
13. General Carpentry and Finish-Out of Rink Perimeter.
14. Rubber Floor Mats for Skate Change Area (25-ea 4'x6', or 600-sf).
15. Professional Supervision and All General Labor for Installation and Removal.
16. Travel Expenses/Per Diem Expenses for Out-of-Town Professionals, Including Hotels.
17. All Tools, Equipment, and Supplies for Set-Up/Strike.

18. Refrigeration Technician On-Call 24/7 During Entire Term.

Part B. Turnkey Execution, Professional Management Services, Staffing, and Day-to-Day Operation

The Supplier shall provide the total operation of the Event and Facility and shall deliver to the Client and the Client's guests a high level of customer service. Personnel shall be screened, trained, and monitored to fulfill this obligation; the Facility shall be maintained daily to fulfill this obligation. Specific inclusions:

1. General project management of the day-to-day operation.
2. On-site manager/asst. manager on-duty all operating hours.
3. Day-to-day operating personnel; to include cashier functions, skate rental attendants, Skater monitors, ice maintenance, and ice technician functions.
4. All periodic maintenance of the ice surface using manual, hand-held resurfacing devices and the mechanical resurfacing machine.
5. All ice maintenance in relation to weather events such as rain, during the term of each operating season.
6. All daily ice-making, ice-flooding, or other manicuring of the ice surface.
7. The general monitoring of the refrigeration system and ice surface; the maintenance of a refrigeration and ice-condition logbook, recording the operating temperatures, expansion tank level, and other desired measures of the refrigeration equipment, the ambient weather conditions, etc.
8. Daily, periodic inspection of the entire ice rink Facility.
9. The general monitoring of the ice surface and visual observation of public skaters and users.
10. The distribution of an admission wristband, with graphics thereon to include a consecutive-number and statement of acceptance of risk, to each and every participant entering the Facility; general confirmation and observation that each participant has been issued an admission wristband affixed to their person.
11. General Operating hours shall be defined to be: Monday - Thursday, 3:00-7:00pm; Friday 3:00pm – 9:00pm, Saturdays, 10:00am-9:00pm; Sundays, 11:00 am-7:00pm; School Holidays, 10:00am-9:00pm. Early or late closings shall be mutually agreed upon by both parties for various events.
12. The maintenance of Incident Reports.
13. The stocking, cleaning, and maintenance of the rental ice skates.
14. The retail sale of socks, mittens, and souvenir merchandise associated with the ice rink venue, and other retail/gift items associated with ice skating, if desired.
15. Confirmation of public announcements of skater information every 45-minutes during the public operating times.
16. All human resource functions for ice rink-specific personnel, local staff recruitment, payroll and taxation functions; worker's compensation insurance.
17. POS/cash register equipment; cash register supplies; online ticketing, on-site mobile ticketing, and online liability waivers.
18. Staff uniforms.
19. Day-to-day operating supplies including towels, disinfectant for skates, etc.
20. First-aid supplies

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21. General housekeeping of the ice rink venue/skate change area during operating day
22. Text for Customer-provided signage for operating procedures and skater responsibility.
23. General consultation and assistance to the Customer in the areas of event marketing, P.R., graphics, signing, website design/maintenance; coordination and maintenance/posting for Facebook, Twitter, and other web/social websites.
24. Commercial general liability insurance, worker's compensation, automobile liability

FINANCIAL TERMS

Part A. Equipment & Professional Services

Total Cost \$174,880.00

Payment Terms:

Deposit of 28% due March 10, 2023. Deposit is refundable up until March 31, 2023. After March 31, 2023, deposit to be applied to total cost.

40% due September 1, 2023

32% due upon completion of installation, prior to public use

Payment to be made by Customer

Part B. Turnkey Execution, Professional Management Services, Staffing, and Day-to-Day Operation

Total Cost \$100,000.00

Payment Terms: Due November 1, 2023

Payment By: CSHV HCG Retail, LLC ("sponsor")

FINANCIAL REPORTING OF RINK REVENUES

1. The cash and credit card proceeds from the Facility will be deposited into a dedicated Supplier's bank account via our Clover POS System. Proceeds shall be held in trust for benefit of Customer and consistent with this Agreement.
 - a. Four installments of the Net Revenue shall be paid by Supplier on November 30, December 15, December 30 and January 16 to the City of Bee Cave's specified bank account.
 - b. Net Revenue
"Net Revenue" shall be defined as:

Total sales receipts, less:
- Actual amount of applicable sales / admission tax;

- Actual credit card processing fees incurred;
 - 2.5% Administrative Fee (Based off of Gross Revenue). Administrative fee is in addition to total costs and to be retained by Supplier.
 - Customer is entitled to request and receive an itemized accounting of the Net Revenue.
- c. The Supplier will be responsible for paying all applicable sales and admissions tax.
2. The weekly business report shall be cumulative totals for the entire operating season shown on a master business report, with totals accumulating daily, including applicable sales taxes. This report will be delivered to the Customer each Wednesday, following the previous Monday through Sunday business days.
3. Each skater entering the venue shall be issued a consecutively-numbered wristband ticket, and that wristband shall be affixed to each paid skater entering the premises. The count of wristbands shall be compared each day to the skater count on the cash register, with discrepancies noted, if any.

CUSTOMER RESPONSIBILITIES:

1. 3-phase, 480-volt, 400 amps continuous power source for refrigeration; electrical connection from the chiller to the power source with fused disconnect or electronic breaker. CUSTOMER's electrician to connect CUSTOMER's side of service, on a timely basis; SUPPLIER shall not touch the CUSTOMER's side of service. Coordination of refrigeration cables from power source to chiller location, and various concealment thereof (from electrical room to chiller). Any and all ramps or protection of the electrical cables between the refrigeration system and the power source. Fencing of the refrigeration system, if applicable, to keep the public away from the electric and mechanical operating systems, as may be required for public safety and security of the equipment. All power consumption.
2. Allowance for chiller placement, in close proximity to the electrical connection.
3. Coordination of chilled water hoses from chiller to ice rink-end/side and various concealment thereof two(2) 6" chilled water hoses to lead from the refrigeration system. Any and all ramps or protection of the chilled glycol hoses between the ice rink and refrigeration location.
4. 110-volt power for tools
5. A level site required for footprint of ice rink area.
6. Continuous water supply available
7. Defined Snow Dump area.
8. Seating for the skate-change area.
9. Ambient lighting of the facility
10. All holiday decorations and lighting as desired.
11. Portable sound/P.A. system.
12. Coordination of all permits and licenses, if required; architectural/engineering drawings, if required by building permit or coastal permit agencies or for street closure.
13. Any and all equipment, barricades, fencing, and other requirements to conform to local codes by local, county, or state authorities.
14. Any pedestrian access walkways into the rink area; ADA-ramps as may be required.
15. All signing and graphics, including operational signing and guest responsibility-related signage, with any such graphics attached to the SUPPLIER's dasher boards to be of the

proper specification allowing easy removal upon the conclusion of the CUSTOMER's event, or the final use of the equipment by the CUSTOMER.

16. Trash bins, and general trash/refuse removal following the installation and removal phases.

TERMS AND CONDITIONS:

1. OWNERSHIP AND ENCUMBRANCES. Title to and ownership of the equipment provided by the CUSTOMER herein is and shall at all times remain in the ownership of the CUSTOMER or its third-party suppliers, and SUPPLIER shall have no right, title or interest therein. Title to and ownership of the Equipment provided by the SUPPLIER herein and brought by the SUPPLIER onto the Property is and shall at all times remain in the ownership of the SUPPLIER, and CUSTOMER or Property owner shall have no right, title or interest therein. The respective CUSTOMER and SUPPLIER shall keep the other party's equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind and shall give the other party prompt notice of any attachment or judicial process affecting the Event site, and/or the Equipment delivered to the Event site by the SUPPLIER or the SUPPLIER's sub-contractors.
2. USE AND MAINTENANCE. The SUPPLIER shall be solely responsible for the use and maintenance of the SUPPLIER-provided equipment provided herein, and for the use and maintenance of any and all equipment provided by sub-contractors to the SUPPLIER; the SUPPLIER shall not use, operate, maintain, or store the SUPPLIER-provided Equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of the Event. The CUSTOMER shall be solely responsible for the use and maintenance of the CUSTOMER-provided equipment provided herein, and for the use and maintenance of any and all equipment provided by sub-contractors to the CUSTOMER; the CUSTOMER shall not use, operate, maintain, or store the CUSTOMER-provided equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of the Event. The CUSTOMER and the SUPPLIER shall not alter the Event-related equipment or affix any accessory to it if doing so would impair its originally intended function or use or reduce its value. Any such graphics that the CUSTOMER shall attach to the SUPPLIER'S dasher boards, ice resurfacer, or other Equipment shall be of the proper specification to be removed upon the conclusion of the Event; if not removed, the CUSTOMER shall be liable for the costs for the SUPPLIER to remove such graphics, or for the costs to replace such dasher board facings if such graphics cannot be sufficiently removed for dasher board re-use by others. If there shall be damage to any SUPPLIER Equipment due to power surges, irregular power supply, or power failures, the CUSTOMER shall be liable for any cost to repair or replace such Equipment.
3. DAMAGE OR LOSS OF EQUIPMENT. The CUSTOMER shall not be liable to the SUPPLIER in case of any loss or damage to the SUPPLIER-provided Equipment in existence at the Event site, including loss caused by fire, theft, natural disaster, terrorism, or other damage which occurs while the Equipment required herein is in existence on the Property, except in the case of any power surge, irregular power supply, or power supply as stated above herein. The SUPPLIER shall not be liable to the CUSTOMER in case of any loss or damage to the CUSTOMER provided equipment in existence at the Property, including loss caused by fire, theft, natural disaster, terrorism, or any other damage. It is at the CUSTOMER's and SUPPLIER's option to purchase and provide property insurance coverage for the specific equipment required herein located at the

Property, if desired. Notwithstanding, SUPPLIER will be responsible for damage to lawn caused by its equipment.

4. **RECIPROCAL INDEMNIFICATION.** To the fullest extent permitted by law, the SUPPLIER shall indemnify, defend and hold harmless the CUSTOMER against any claim, demand, damage, loss, expense, liability or penalty, including but not limited to attorneys' fees arising out of or anyway connected to the performance or lack of performance of this Agreement, and any cause of action of every kind of any person or entity, provided any such claim, demand, damage, loss, expense, liability, or penalty (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused in whole or in part by any negligent or willful, actual, or alleged act or omission of the SUPPLIER, the SUPPLIER'S employees, agents, assigns, sub-contractors, or any third party or anyone directly or indirectly employed by the SUPPLIER or anyone for whose acts the SUPPLIER may be liable pursuant to the performance of its Agreement with the CUSTOMER. To the fullest extent permitted by law, the CUSTOMER shall indemnify, defend and hold harmless the SUPPLIER against any claim, demand, damage, loss, expense, liability or penalty, including but not limited to attorneys' fees arising out of or anyway connected to the performance or lack of performance of this Agreement, and any cause of action of every kind of any person or entity, provided any such claim, demand, damage, loss, expense, liability, or penalty (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use therefrom, and (b) is caused in whole or in part by any negligent or willful, actual, or alleged act or omission of the CUSTOMER, the CUSTOMER'S employees, agents, assigns, sub-contractors, or any third party or anyone directly or indirectly employed by the CUSTOMER or anyone for whose acts the CUSTOMER may be liable pursuant to the performance of its Agreement with the SUPPLIER.
5. **INSURANCE MAINTAINED AND ASSUMPTION OF RISK BY THE SUPPLIER.** The SUPPLIER assumes all risk and liability for the handling, delivery, assembly, installation, mobilization, operation, public event, removal, maintenance, and/or transportation of the Equipment and work required herein when performed or supervised by the SUPPLIER's employees, agents, assigns, sub-contractors or any third party under direct control or under direct contract to the SUPPLIER, and for all personal injuries and property damages arising therefrom or incidental thereto. The provisions of this paragraph shall survive the termination of this Agreement. The SUPPLIER shall maintain, at the SUPPLIER'S expense, comprehensive general liability insurance (\$1,000,000 per occurrence/\$2,000,000 aggregate), commercial automotive insurance coverage (\$1,000,000 combined single limit), and worker's compensation coverage, as is necessary to protect the SUPPLIER against claims for personal and property damage arising out of the SUPPLIER'S negligence regarding the handling, delivery, assembly, installation, mobilization, operation, removal, maintenance, and/or transportation of the Equipment and work required herein, and shall provide evidence of such coverage in the form of a Certificate of Insurance Coverage naming the CUSTOMER and SPONSOR as a certificate holder; such certificate shall be delivered to the CUSTOMER and SPONSOR not later than the November 1 prior to the operating season, with the CUSTOMER and SPONSOR and other stated entities as may be reasonably associated with the Property and the Event stated to be an additional insured party.
6. **ASSUMPTION OF RISK BY THE CUSTOMER.** The CUSTOMER assumes all risk and liability for the CUSTOMER's, or any third-party contractor equipment and work required herein when performed or supervised by the CUSTOMER's employees, agents, assigns, sub-contractors or any third party under direct control or under direct contract to the CUSTOMER, and for all personal injuries and property damages arising therefrom or

incidental thereto. The provisions of this paragraph shall survive the termination of this Agreement.

7. **WARRANTY.** The SUPPLIER makes no warranties, express or implied, regarding the merchantability and fitness of the Equipment for any particular purpose, except as is defined within this Agreement. No agreement varying or extending the foregoing warranties, remedies, or any other limitation herein will be binding upon the SUPPLIER unless in writing, signed by a duly authorized officer of the SUPPLIER. Under no circumstances shall the SUPPLIER be held liable for any special, indirect, incidental, or consequential damages. The SUPPLIER hereby informs the CUSTOMER that acts of God, power failures, acts of terrorism, and/or vandalism to the SUPPLIER'S Equipment may cause the melting of the ice surface or portions thereof and/or damage to the ice surface, and the closing of the Event. The SUPPLIER hereby informs the CUSTOMER that above-average daytime temperatures, direct sun, and warm, windy conditions may cause melting of the ice surface for any outdoor ice rink; the SUPPLIER shall work to minimize the negative effects of such conditions, if applicable.
8. **SEVERABILITY AND ENFORCEABILITY.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent that such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof, and any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
9. **INDEPENDENT CONTRACTORS.** It is understood and agreed that each of the parties hereto is an Independent Contractor engaged in the operation of its own respective business and that neither party shall be considered to be an agent of the other party for any person and any purpose whatsoever, except as otherwise expressly stated in this Agreement.
10. **AMENDMENTS.** No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.
11. **NOTICES.** All notices, requests and demands shall be given in writing and shall be deemed to have been given to or made upon the respective parties hereto, when delivered by registered or certified mail, return receipt requested, addressed to any party hereto at its address shown herein.
12. **ASSIGNMENT.** Supplier may assign this agreement, or any of its rights or obligations hereunder, upon written notice to the other party.
13. **GOVERNING AUTHORITY.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Texas and the United States of America. The parties to this Agreement shall abide by all federal, state and local laws.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous statements, purchase orders, agreements, and representations (except those written representations expressly incorporated in this Agreement). This Agreement shall be binding and inure to the benefit of the parties, their successors, or their assigns.

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Agreed to this _____ day of _____, 2023.

CUSTOMER:

City Of Bee Cave

SUPPLIER:

IRE Crown Rinks, LLC

Signature

Signature

Print Name

Print Name

Title

Title