

**SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
SEASIDE ICE, LLC DBA ICE-AMERICA
FOR
HUNTINGTON BEACH PIER PLAZA OUTDOOR ICE SKATING RINK**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called "City," and Seaside Ice, LLC dba Ice-America, hereinafter referred to as "Contractor." City and Contractor are collectively to as the "Parties".

Recitals

- A. The City desires to retain a Contractor having special skill and knowledge in the building, maintaining and servicing, outdoor ice skating rink.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.190(C)(2).

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. Scope of Services

Contractor shall provide all services as described and attached hereto as Exhibit

- A. These services shall sometimes hereinafter be referred to as the "Project."

Contractor hereby designates Scott Williams who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

2. City Staff Assistance

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the Unit Prices identified in Exhibit B. The total sum to be expended under this Agreement, shall not exceed Four Hundred Sixty One Thousand Three Hundred Forty-Four Dollars (\$461,344.00) during the Term of this Agreement.

b. After the event budget total is by met Ice-America (currently listed as \$444,104 including the required options), additional event revenue from admissions and rentals fees minus merchant and ticket sales will be shared 65/35 between Ice-America and the City, respectively.

c. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

5. Term

Time is of the essence of this Agreement. The services of Contractor are to commence _____ 2021, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminating three years later, on _____, 2024. City may renew this Agreement for up to two (2) additional one-year terms by notifying Contractor no less than thirty (30) days prior to the end of each term.

6. Extra Work

In the event City requires additional services not included in the City of Temecula Contract, or changes in the scope of services described in the City of Temecula Contract, Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

7. Disposition of Plans, Estimates and Other Documents

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

8. Hold Harmless

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9. Workers Compensation Insurance

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

10. General Liability Insurance

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily

injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

11. Automobile Liability Insurance

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

12. Certificate of Insurance

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in

this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

13. Independent Contractor

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

14. Conflict of Interest

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

15. Termination

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. Exclusivity and Amendment

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this

Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

17. Assignment

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

18. City Employees and Officials

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

19. Notices

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

City of Huntington Beach
Attn: Chris Cole
Community Services & Library Dept.
2000 Main Street
Huntington Beach, CA 92648

Contractor:

Seaside Ice, LLC dba Ice-America
Attn: Scott Williams
807 Sprucelake Drive
Harbor City, CA 90710

20. Consent

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

21. Modification

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

22. Section Headings

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

23. Interpretation of this Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

24. Duplicate Original

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

25. Immigration

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

26. Legal Services Subcontracting Prohibited

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City; and City shall not be liable for payment of any legal services expenses incurred by Contractor.

27. Confidentiality

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

28. Discrimination

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

29. Jurisdiction – Venue

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

30. Professional Licenses

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the

services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

31. Attorney's Fees

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

32. Survival

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

33. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

34. Signatories

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

35. Entirety

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

36. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR
SEASIDE ICE, LLC dba ICE-AMERICA

CITY OF HUNTINGTON BEACH,
municipal corporation of the State of
California

By: _____

City Manager

Print name

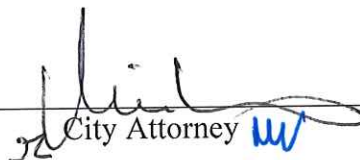
ITS: Owner

INITIATED AND APPROVED:



Director of Community & Library
Services

APPROVED AS TO FORM:



City Attorney

RECEIVE AND FILE:

City Clerk


Date _____

36. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR
SEASIDE ICE, LLC dba ICE-AMERICA

CITY OF HUNTINGTON BEACH,
municipal corporation of the State of
California

By: 
SCOTT WILLIAMS
Print name


ITS: Owner

City Manager

INITIATED AND APPROVED:

Director of Community & Library
Services

APPROVED AS TO FORM:

City Attorney 

RECEIVE AND FILE:

City Clerk

Date _____

EXHIBIT A



To: City of Huntington Beach, California
Attn: Chris Cole
Email: ccole@surfcity-hb.gov

Date: August 13, 2021

Subject: Huntington Beach Pier Outdoor Ice Skating Rink Proposal

Dear Chris:

Thank you for the opportunity to present a proposal for a turnkey portable ice rink and related operations to the City of Huntington Beach. It has been a pleasure to speak with you about the holiday event and we welcome the opportunity to continue the discussions after your review our proposal.

We have included our proposal below. Our proposal includes the Ice-World trademarked ice rink elements and the ice rink dasher boards, all necessary equipment and labor, as well as our ice rink operations.

Please let us know if you have any questions or would like any more information.

We look forward to hearing from you.

Best regards,

Scott Williams
Managing Member
Seaside Ice, LLC DBA Ice-America



Huntington Beach Pier 'Seaside Ice' Outdoor Ice Skating Rink Proposal

Table Of Contents

- I. Ice America Qualifications and Experience**
 - A. Background**
 - B. Ice-America Industry Experience**
 - C. Huntington Beach Project Manager**
 - D. Ice-America Ice Rinks and References**
 - E. Ice-America Partners & Subcontractors**
 - F. Required Licenses, Permits, Clearances, Reports, Documents**
 - G. Ice-America Business Safety Record**

- II. Scope of Services**
 - A. Description and Specifications**
 - i. Dates & Hours of Operation**
 - ii. Location**
 - iii. Rink Size**
 - iv. Capacity**
 - B. Equipment and Services**
 - i. Ice Rink Event Equipment and Services List**
 - ii. Bobby the seal – Skating Aid**
 - iii. Rink Station radio**

- III. Turnkey Management and Day-to-Day Operations**
 - A. Description**
 - B. Revenue**

- IV. Operations Experience**
 - A. Years Operating Seasonal Ice Rinks**
 - B. Related Operations Experience**
 - C. References**
 - D. Materials**

- V. Technical Approach and Timeline**
 - A. Approach**
 - B. Production Timeline**

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portable ice rinks

- VI. Strategic Marketing
 - A. Marketing Plan
 - B. Marketing Schedule
- VII. Event Goals
 - A. Attendance Goals
 - B. Publicity Goals
 - C. Statistics Compilation Method
 - D. Suggestions
- VIII. Price
 - A. Fee Schedule
- IX. Included Materials
 - A. DVD
 - B. Ice-America Brochure
 - C. Ice-America Marketing Plan
 - D. Pictures
 - E. Ad Samples
- X. Licenses and Permits
 - A. Business License
 - B. Permits
- XI. Safety Record
 - A. Business License
 - B. Permits

Appendix

- I. Proposed Site Plan
- II. Additional Rink Specifications
- III. Dasher Boards
- IV. Chiller and Generator Specifications



I. Ice-America Qualifications and Experience

Background:

Ice-America is a dba of Seaside Ice, LLC, and has been providing ice rink services as outlined in this proposal since 2008. In addition, our principals have been producing ice skating rink events since 1997. Our partner Ice-World has been operating ice rinks since 1996.

Ice-America is the exclusive distributor of the Ice-World aluminum ice rink system in the U.S.A. and Canada. This highly engineered system by Ice-World is annually installed in over 600 locations world-wide, and Ice-America has the full support of the Ice-World engineering team. In addition, All Access Staging & Productions is Ice-America's vendor, providing staging and flooring expertise, as well as trucking, installation, and production support. Aggreko is another vendor providing chiller and generator equipment.

Project Manager:

Ice-America will designate an experienced project manager for the Huntington Beach Pier Ice Rink, in addition to a General Manager and Ice Technical Director remaining on site during the operations term.

Sample of Ice-America Rinks & References:

- Kings Island – Cedar Fair Parks Ohio 2016 -2020
 - Contact: Jamie Gaffney 513-754-5718
- Port Angeles Regional Chamber of Commerce Washington 2018-2020
 - Contact: Marc Abshire 360-452-2364
- The Classic Center Georgia 2013-2020
 - Contact: Paul Cramer 706-208-0900
- The Cosmopolitan of Las Vegas Nevada 2012-2020
 - Contact: Fedor Banuchi 702-698-7134
- The Rink in Downtown Burbank California 2013-2020
 - Contact: Marissa Minor 818-238-5170
- Temecula On Ice 2012-2020
 - Contact: Dawn Adamiak 951-693-3947
- Promenade Ice Chalet California 2015-20
 - Contact: Cortney Medak 310-541-0688 x504
- El Dorado Events Arkansas 2019-2020
 - Contact: Rachel Johnson 954-579-3274

portable ice rinks ICE-AMERICA

Client Comments:

I truly enjoyed working with you and your team – you guys are top notch. Very professional, kind, easy to work with and you delivered on every single aspect of this project as agreed.

In fact, Ice America exceeded my expectations on several occasions throughout the entire project; I genuinely appreciate the sense of teamwork we developed over the past year. I hope we get to work together again sooner rather than later. I'll definitely come back to you when I have more details on the wrap of the rink sales.

Laura Lee Juliano | Entertainment & Events Manager
LEGOLAND® California Resort

UGA Hockey Coach John Hoos: "...the ice system you have pioneered and that you continue to perfect allowed me bring a viable ice system to The Classic Center, and the system is large part of what allowed the idea of quick ice install and removal in very busy exhibition hall to be approved by the center and the city, and become reality....It is the professionalism, knowledge, and execution of all of the claims of the Ice World system by Ice America, along with the dedication and work ethic of all of you which has made this 20+ year vision of hockey in Athens a reality."

Licenses, Permits:

Ice-America will provide all necessary technical information to the City and support City efforts to identify, and obtain, the required permits. Ice-America will obtain a Huntington Beach business license if required.

DIR Registration:

All Access Staging is registered with the Department of Industrial Relations and thereby covers the installation of the subfloor and other elements of the ice rink installation. Seaside Ice, LLC dba Ice-America is also registered.

Business Safety Record:

Ice-America has an outstanding safety record and includes OSHA guided extensive safety training for all employees and contractors. Mandatory site safety training is required for all employees and contractors, and employees must complete training on our safety manual and all other legally required safety programs, including harassment. Monthly safety meetings are held for all managers, and our safety manual and illness and injury prevention manual is available for review upon request.



II. Scope of Services

Description and Specifications

Ice-America proposes to install a portable outdoor ice rink for the City of Huntington Beach, to operate from approximately November 26, 2021 – January 2, 2022, including the following criteria and for the included fee schedule.

Dates / Hours of Operation:

Open Approx. November 26, 2021 – January 2, 2022

10:00am – 10:00pm Daily (Fri/Sat until 11:00pm) on School Holidays

2:00pm – 10:00pm on School Days (Mon-Thurs)

Additional hours as booked for special events

Location:

Huntington Beach Pier Plaza, 325 P.C.H., Huntington Beach, CA 92648

Rink size:

82' x 50' = approx. 4,100 sq.ft.

Capacity:

164 skaters

Principals/Project Manager:

Scott Williams, TBD

Equipment and Services

The following equipment and services will be provided by Ice-America:

- Design and build substructure for ice rink will be executed by our partner, All Access Staging & Productions.
- Air-cooled refrigeration system/ pump/ hoses/ expansion tank will be provided by and include 24-hour on-call service from Aggreko, United Rentals, or Sunbelt.
- Generator for refrigeration system and fuel for generator.
- Insulation and vapor barriers (including insulation to level the site).
- Modular railing system with clear Plexiglas facing towards the rink with room to display signage upon approval from City of Huntington Beach.
- Ice rink maintenance equipment, including a Sport Ice electric resurfacer or Design Form Model B resurfacer, used multiple times daily and as needed.
- Ice rink freezer system (approx. 50 x 82) using the Ice-World aluminum tubing system, headers, and equipment.

807 Sprucelake Drive, Harbor City, CA 90710

Tel: 323-776-9423

swilliams@ice-america.com

Ice-America.com

ICE-AMERICA

portable ice rinks

- Rental ice skates, high quality Roxa brand with easy to use buckles and strong support, approximately 300 pairs of various sizes, sharpened, ready-to-skate, with sharpener and services on site as needed during the run of the event.
- Skate change area with benches, outdoor carpet, and rubber flooring covering approximately 1,250 square feet.
- Skate trailer unit and tent for ticket sales, storing and distribution of skates, and office.
- Cash register equipment including POS system with capability to handle cash, credit card and online sales; software specifically designed for our industry.
- All tools, equipment and supplies for set-up, strike and maintenance. All Professional Supervision and General Labor for set-up and strike.
- Refrigeration Technician on-call 24 hours during entire term.
- General set-up and finish-out metal-frame covering over rink wall header, including Ice-World modular header covers. Clear Plexiglas sides with smooth inside finish of rink perimeter. Turf/carpet to finish perimeter/edge with black skirting covering substructure.
- Sound/public address announcements and playback of holiday music, to include customized announcements by Ice-America.
- Rink Manager during entire term, trained and experienced in liability protection.
- All equipment and amenities to be installed and ready for test of equipment and facilities, twenty-four (24) hours in advance of grand opening on November 26, 2021.
- Operation of public skating sessions. Hours of operation to be determined but no longer than 10:00am until 11:00pm.
- Professionally designed and installed liability signage and written waiver release forms for every participant.
- Online waiver system and tablet kiosks for waiver completion on site.
- Professional Support Services including Consultation for Event Planning and execution by our experienced event planning team.

Bobby the seal and Tommy the reindeer – Skating Aids:

Unique to Ice-America, we include in this proposal 20 of our Bobby the seal and Tommy the Reindeer Skating Aids. In addition to increasing safety and lowering the number of accidents, these aids add value to the event by creating a better experience. And based on previous ice rinks, when rented at \$8/session they add approximately \$1.5-\$2 in additional revenue per skater, lowering the cost for a quality ice rink for the City of Huntington Beach.

807 Sprucelake Drive, Harbor City, CA 90710

Tel: 323-776-9423

swilliams@ice-america.com

Ice-America.com



Ice-America Audio

Also unique to Ice-America, community announcements are pre-recorded radio style include holiday music, special announcements, and sponsor messages. All blended together professionally to add another dimension to the visitor experience.

III. Turnkey Management and Day-to-Day Operations

Ice-America will provide professional on-site management, experienced in customer service, liability-prevention and public safety. Our staff is well trained (see training manual) in our guidelines to make ice skating a fun and safe experience for all participants.

Description:

Ice-America staff wears professional uniforms at all times, including black pants, blue or black Ice-America shirts and blue or black Ice-America jackets.

Public safety announcements are made regularly, and holiday music is part of our experience.

Our cash register equipment is an online POS system, and our staff is trained to operate the POS efficiently and effectively (see picture).

Ice-America rinks designate an experienced staff member to handle coordination of group sales and special events. This includes handling phone calls, scheduling groups, and planning and overseeing special events.

Our team is trained to operate the professional sound equipment and radio, cordless microphone, and to make public address announcements.

Revenues:

All revenues associated with the ice rink venue will be retained by Ice-America and its vendors.

IV. Operations Experience

Since 2008, Ice-America has been operating outdoor seasonal ice rinks in California.

Years Operating Seasonal Ice Rinks:

Ice-America has 12 years of experience operating seasonal ice rinks, along with our partner Ice-World, with almost 25 years of ice rink operations experience.

Related Operations Experience:

Ice-America principals and project managers have been operating public events since 1997.



Operations References:

The Rink in Downtown Burbank 2013-2020

Contact: Marissa Minor 818-238-5170

Temecula On Ice at Old Town Temecula 2012-2020

Contact: Dawn Adamiak 951-693-3947

Glendale Holiday Ice Rink 2019-20

Contact: Gabrielle Goglia 818-937-7444

The Ice Rink at South Shore Alameda 2011-2018

Contact: Ally Krueger 415-830-7595

Bishop Ranch San Ramon Holiday Ice Rink

Contact: Charles Martinez 925-815-1909

The Rink at The Cosmopolitan of Las Vegas 2012-2020

Contact: Fedor Banuchi 702-698-7134

Materials:

Our online video shows Ice-America ice rink operations. We have ice rink equipment brochures, a rink marketing plan, safety manual, employee handbook, and pictures of mobile office, ice rink operations, staff and POS systems operations.

V. Technical Approach and Timeline

Ice-America uses a detailed project management approach to every ice rink project. Our team is capable of managing multiple projects through our systems engineering and support system partners.

Approach:

Please see attached site plan showing the proposed technical layout. This plan takes into account traffic flow, equipment placement safety, ADA requirements, and building code requirements.

Ice-America rinks are installed under the supervision of one of our trained ice rink technicians. Safety and professional quality are considered throughout the process. This is achieved through using only best quality equipment and following all applicable safety procedures during installation and operations.

The Production Timeline ensures that all schedules are coordinated, and tasks occur in the correct order. This document will expand as particular vendor schedules and deliveries are scheduled.

The Project Management Timeline includes major tasks and due dates, ensuring timely coordination of deliverables. The PMT will expand as more information is available and is available confidentially upon request as it includes proprietary information.

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Production Timeline (Preliminary):

Oct 1	Site drawings finalized Applications submitted for required license & permits Begin Marketing Plan actions (continue as per schedule)
Nov 1	Final production schedule due
Nov 15	Final equipment check and load onto trucks
Nov 16	Begin load-in
Nov 16	Install substructure and insulation
Nov 18	Install ice elements and boards Begin making ice
Nov 19	Install mobile office Continue making ice Deliver resurfacer
Nov 21	Install lights and sound Install rental skates and Bobby skating aids Continue making ice
Nov 22	Finish custom build-out carpentry
Nov 25	Ready and walk-through check
Nov 26	Open for business through Jan 2 Daily meetings with staff Weekly meeting to assess statistics
Jan 3	Close
Jan 4	Begin load-out
Jan 11	End load-out, property returned to original state

VI. Strategic Marketing

Marketing Plan:

We have developed the Ice-America Marketing Plan which describes in detail the marketing strategy, research, components, deliverables, and budget requirements we recommend for a successful event. The strategy involves Advertisement Creation and Schedule, Media Sponsor Partners, Public Relations & Social Media, Program Schedule, Sponsorship, and Group Sales & Community Outreach.

We request the opportunity to review the marketing plan developed by the City of Huntington Beach to ensure it is focused on ads in local publications and social media, as well as all the areas listed above and in the Marketing Plan. These would include identifying and soliciting Media Sponsor Partners, developing a strong

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Program Schedule with interesting themes, and Group Sales and Community Outreach efforts, including local groups, clubs, and organizations.

Marketing Schedule:

For maximum success, the marketing schedule would begin ten weeks prior to opening, minimum. It is important to maintain an early outreach for Media Sponsor Partners and event Sponsors.

Event Goals:

Our **Attendance goal** is 13,440 paid skaters. This will be accomplished primarily through strong exposure from Media Sponsor Partners and focus on the message that our ice rink can operate in mid-day sunshine while most outdoor rinks in Southern California must wait until dusk for their ice to freeze.

Publicity goals include increased positive exposure both in the community and the region, through news stories and media.

Statistics will be compiled from all ticket sales and tickets used (give-aways & donations) through our POS software system and general accounting methods. All tickets will be numbered and accounted for internally. Reports can be generated and shared with the City of Huntington Beach

VIII. Financial

Our proposed pricing is to request an Agreement with an option to continue up to 5 years, and to request a 2.5% annual cost of living increase for years 2 through 5.

2021-22 season:	\$150,000.00
2022-23 season:	\$153,750.00
2023-24 season:	\$157,594.00
2024-25 season:	\$161,534.00
2025-26 season:	\$165,572.00

The proposed fee schedule is:

September 1, 2021	50% payment	\$75,000.00
November 23, 2021	25% payment	\$37,500.00
December 20, 2021	25% payment	\$37,500.00



Revenues for skating admission, rentals, Ice-America sponsorship commissions and merchandise to be retained by Ice-America, up to the total in the event budget, attached below and subject to change as items are added or subtracted with approval from both Ice-America and the City. After the event budget total is by Ice-America (currently listed at \$444,104 including the required options), additional event revenue from admissions and rentals fees minus merchant and ticket sales fees will be shared 65/35 between Ice-America and the City, respectively. Revenue included in the accounting toward reaching the event budget includes: admissions and skate rental revenue minus merchant and ticket sales fees, private ice rental fees minus merchant and ticket sales fees, and the production fee paid to Ice-America by the City of Huntington Beach.

The City will retain sponsorship rights and related revenues and compensate Ice-America at standard rates for sponsorship related deliverables such as private ice time, admission tickets, signage design and production, and audio announcement design and production. Ice-America will retain a 20% commission on any Ice-America derived sponsorship sales approved by City. Any hotel trade sponsorships booked by Ice-America will be used to offset the Housing for GM & Ice Tech line item in the event budget, thereby lowering the event budget total and revenue share threshold.

Event Budget (on following pages):

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Production Price List
Ice Rink 1.3

PRICE LIST / PRODUCTION BUDGET

Project No: **Ice Rink Production Price List 1.3**
Title: Huntington Beach Pier Holiday Ice Skating Rink
Production Dates: TBD
Location: Huntington Beach Pier Plaza
Open Dates: Nov 26, 2021 - Jan 2, 2022

Prepared By: SWW
Date: 7/2
Revised: 8/13
Actual:

CATEGORY SUMMARY

Product: Ice Rink Production
Purpose: recreational ice rink installation

PRODUCTION DESCRIPTION: Production of portable ice rink & ancillary equipment
Shipping & transportation, installation, training
Included Production elements: Ice Resurfacer, Chiller rental
Included: Lighting and sound equipment for ice rink
NOTES: Also included options: ice rink operations and maintenance

ASSUMPTIONS: Budget is based on ice surface size: **82' x 50'**

Not included in this budget: tax, permits, optional electricity, water, wi-fi connectivity, optional security, staff parking
toilets, trash, daily cleaning service, first aid, tables/chairs/canopy (for eating), event signage, ADA access, crane (if needed)

EXPENSES:

		Unit Price	No.	Term	Total Price	
1	Portable Ice Rink				\$ 41,786	
	Portable Ice Rink	\$ 0.69	4100	7	\$ 19,803	provision of: 82' x 50' ice surface = approx. 4100 sq.ft includes ICE-WORLD ice rink elements, headers, header covers
	Pump	1,610	1	1	\$ 1,610	system pump for glycol, etc.
	Glycol, Liner, Insulation	\$ 1.93	4100	1	\$ 7,913	glycol, plastic sheet, insulation
	Resurfacer-electric	\$ 1,530	1	7	\$ 10,710	small electric ice resurfacer
	Snow Melt Equipment	\$ 250	1	7	\$ 1,750	Heatrex heating element & melt trough for snow melting
2	Chiller Rental				\$ 41,900	
	Chiller rental package	\$ 95	200	2.00	\$ 38,000	monthly rental of chiller, pump, tank, extra cables & equipment
	Delivery, install, pickup	\$ 1,950	2	1	\$ 3,900	delivery, installation, removal, startup
3	Dasher Boards				\$ 4,545	
	PE Transparent	\$ 2.45	265	7	\$ 4,545	recreational clear skating boards x number of feet
4	Other Ice Rink Equipment				\$ 15,253	
	Skates	\$ 3.75	300	7	\$ 7,875	Roxa skates w/buckles
	Helmets	\$ 2.05	30	7	\$ 431	helmets (s, m, l)
	Skate Rack	\$ 31	6	7	\$ 1,302	portable skate racks - collapsing with wheels
	Skate Rack Shelves	\$ 15	1	7	\$ 105	shelves for in between portable racks
	Skate Sharpener	\$ 135	1	7	\$ 945	EZ-Sharp or Wissota
	Extra thick plastic sheet	\$ 0.25	4100	1	\$ 1,025	square feet required - for events only
	Skate aid "Bobby" & "Tommy"	\$ 25.50	20	7	\$ 3,570	provision of skating aid "seal" and "reindeer"
5	Installation, Training, Transportation				\$ 52,300	
	Rink installation	\$ 3,250	3	2	\$ 19,500	Rink installation supervisors & labor (in/out) / warehouse
	Production fee	\$ 24,900	1	1	\$ 24,900	travel, legal & admin, production for install/removal/maintenance
	Hotel for install crew/mgr	\$ 125			\$ -	local - no load-in and load-out hotel
	Shipping & Trucking	\$ 1,975	2	2	\$ 7,900	estimated trucking/shipping ice rink equipment
6	Site Build-Out				77,123	
	Skate lace area rubber mats	\$ 2.70	1250	1	\$ 3,375	estimate for skate lace area rubber mats
	Office trailer	\$ 1,750	1	2	\$ 3,500	8' x 12' ticket office trailer
	Tents	\$ 1,500	2	1	\$ 3,000	tents for skate rental & waivers w/lighting
	Benches	\$ 20	10	7	\$ 1,400	benches for skaters
	Railing / Barricade	\$ 16	18	7	\$ 2,048	3' sections
	Leveling Options					
	Platform	\$ 0.75	5000	7	\$ 26,250	rental for specialized ice rink low scaffolding platform
	Installation	\$ 3.25	5000	1	\$ 16,250	supervisors & labor for platform
	Skate lace area finish work	\$ 12.50	900	1	\$ 11,250	ramps & rink platform carpentry, skate lace area finish work
	Shipping & Trucking Platform	\$ 1,675	3	2	\$ 10,050	estimated trucking/shipping for platform
7	Rink Lighting/Sound				\$ 14,833	
	Rink Sound package	\$ 295	1	7	\$ 2,065	(6) outdoor speakers, console, amplifier, cd player, mp3 player cordless mic, cables
	Rink Lighting package	\$ 1,824	1	7	\$ 12,768	LED Colorblast Powercore programmable lights, truss, board, light strings

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8 Operations					\$ 110,915	
Setup & Training Fee	\$	9,725	1	1	\$	9,725 staff hiring, training, uniforms, management
General Manager fee	\$	3,225	1	7	\$	22,575 GM weekly rate (60 hrs/wk)
Maintenance fee	\$	2,395	1	7	\$	16,765 Ice Tech Mgr weekly rate (60 hrs/wk)
Weekly operations staffing fee					\$	- variable staffing payroll fees
*Estimated payroll	\$	5,925	1	6	\$	35,550 *variable estimated billed payroll (subject to change based on attendance/hrs)
Housing for GM & Ice Tech	\$	950	2	7	\$	13,300 to be determined or provided by sponsor
Operations liability insurance	\$	0.75	2500	6	\$	11,250 estimate special event insurance to operate ice rink at \$.75/skater
Security	\$	35.00			\$	- SEE BELOW: required 12/7 security staff from load-in through load-out
Other	\$	1,750	1	1		1,750 container rental, etc.

OPTIONAL ADD-ON EXPENSES

9 Optional Security					\$ 24,500	
Rink Security	\$	35.00	100	7	\$	24,500 required 12/7 security staff (1 person) from load-in through load-out

10 Optional Power					\$ 60,950	
<i>Electricity</i> Generator	\$	45	500	1.50	\$	33,750 monthly rental of 500kva generator
Estimated Fuel	\$	4	850	8	\$	27,200 estimated weekly gallons of diesel fuel

D HOLIDAY ICE RINK PRODUCTION W/OPERATIONS, SECURITY & POWER \$444,104 includes items listed in all totals above only

TERMS:

Please check all requested services and include signature below.
25% deposit due to reserve. 25% due one-month prior to delivery. 25% due after opening, 25% due mid-season..

Name: _____

Organization: _____

Signature: _____

Date: _____

DIRECT ALL INQUIRIES TO:

Scott Williams
tel: 310-323-776-9423
e-mail: swilliams@ice-america.com

MAKE ALL CHECKS PAYABLE TO:

Seaside Ice, LLC - dba Ice-America
Attn: Scott Williams
807 Sprucelake Drive
Harbor City, CA 90710

We also accept Visa, Mastercard for an additional fee

Legal: Estimate is subject to change. Lessee is responsible for any applicable state & local taxes that may be due.

*Estimated payroll hours billed at \$23.25 per hour

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IX. Included Materials

Video:

See Ice-America Video on our website at www.ice-america.com. Video includes Ice-America rinks, operations, staff, equipment, our exclusive accessories, and Bobby skating aid.

Other Ice Rink Materials:

Ice-America brochure, Bobby skating aid brochure

Operations Materials:

Ice-America marketing plan, safety manual, employee handbook, and pictures of mobile office, ice rink operations, staff and POS systems operations.

X. Required Permits and Licenses

Business License:

If requested, Ice-America will maintain a valid business license for the City of Huntington Beach during the term of the agreement.

Permits:

Ice-America will provide support documentation to the City for all permits necessary for the installation and operation of the portable ice rink event, including but not limited to; Use Permit, Fire Permit, Electrical Permit.

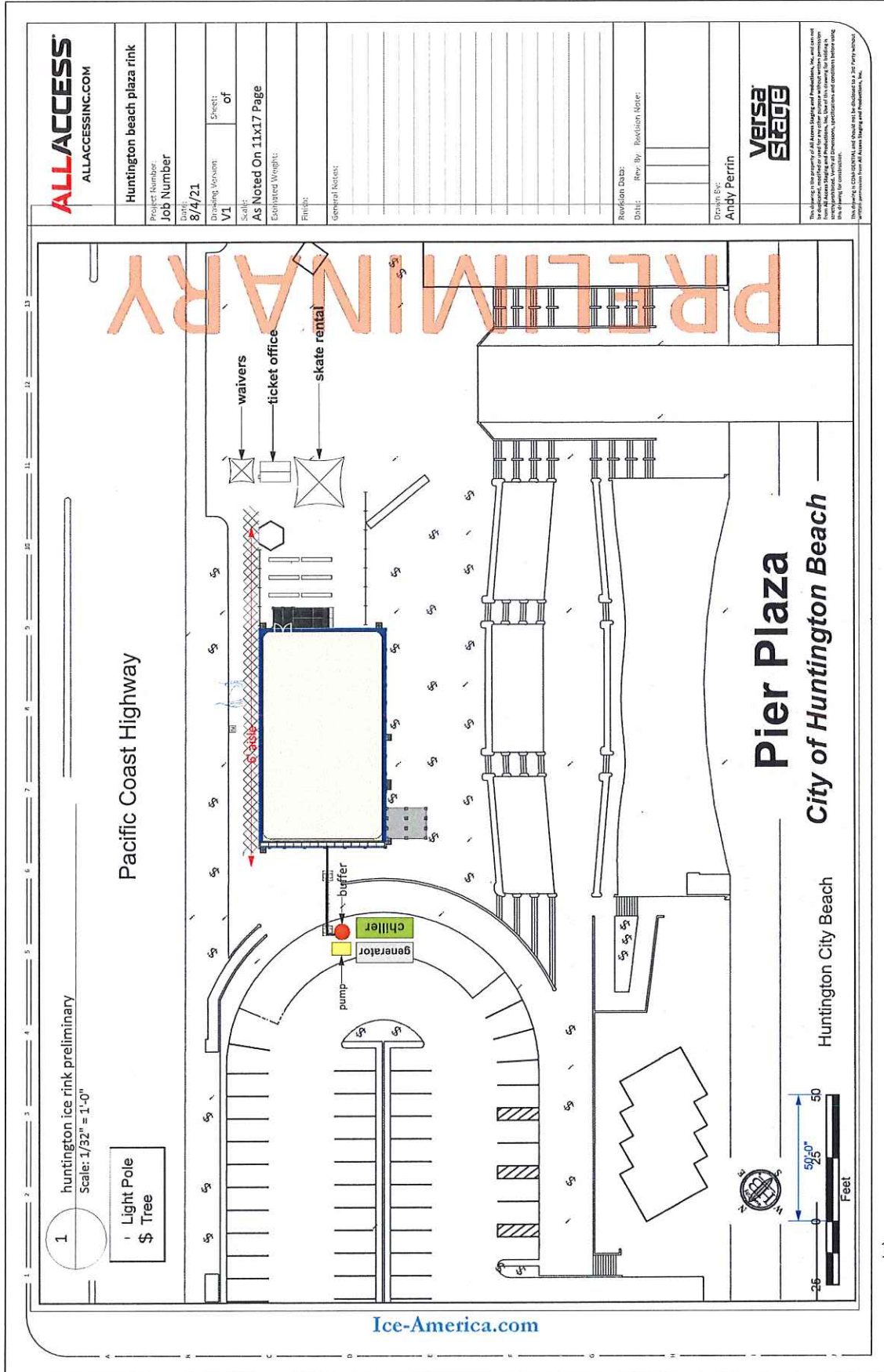
XI. Safety Record

Ice-America has an outstanding business safety record, and complies with all existing Federal, State, and CAL OSHA laws and requirements.

Appendix

Proposed Technical Site Plan continued below:

ICE-AMERICA portable ice rinks



ALLACCESS
ALLACCESSINC.COM

Huntington beach plaza rink

Project Number

Job Number

Date: 8/4/21

Drawing Version: V1

Sheet: of

Scale: As Noted On 11x17 Page

Estimated Weight:

Finish:

General Notes:

Revision Date:

Date: Rev. By: Revision Note:

Drawn By: Andy Perrin

versa stage

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ICE-AMERICA portable ice rinks

ALLACCESS
ALLACCESSINC.COM

Huntington beach plaza rink

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Scale:
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Estimated Weight:

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Date: Rev. By: Revision Note:

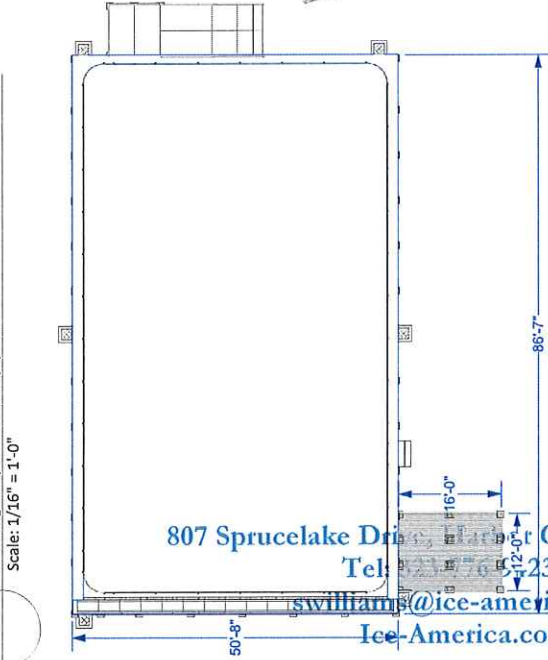
Drawn By:

Andy Perrin

Versa Stage

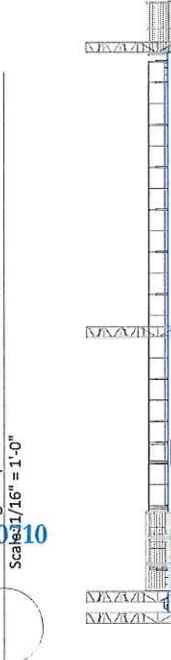
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1 huntington plaza rink top plan
Scale: 1/16" = 1'-0"

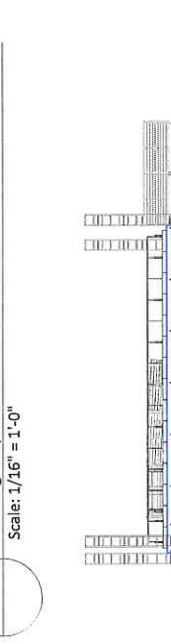


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1 huntington plaza rink front elevation
Scale: 1/16" = 1'-0"



1 huntington plaza rink side elevation
Scale: 1/16" = 1'-0"



ICE-AMERICA portable ice rinks

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Huntington beach plaza rink

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versa
stage

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1 huntington plaza rink preliminary





Additional Rink Specifications:

- 1) size to be 25 meters x 15 meters (inside boarding ice approximately 82' x 50', 3100 sq. ft.)
- 2) 15 Aluminum Elements tubular paneling (15, 20m long x 1m wide = 82' x 50')
- 3) PVC foil . 15mm thick
- 4) Aluminum corner L-profiles; edge height 7cm (70mm) to run perimeter of rink, overlapping included
- 5) 4" Aluminum Header complete with all fittings. 4" camlock couplings with 4" reinforced EPDM pressure and suction hoses
- 6) Aluminum common subheader w/ hardware
- 7) 4" Flex Hose Transmission lines – approx. 100' run
- 8) Header Covers
- 9) Pressure & leak test of transmission lines & piping
- 10) 24-hour On call Technical Support
- 11) Installation: set up, connection, ice making
- 12) Dismantling: shut down, disconnection, cleaning, draining, folding, loading
- 13) Shipping

Dasher Boards:

PE Style

- 1) 42" high x 2" wide recreational style structural aluminum frame
- 2) 50' x 82' perimeter
- 3) Two double-doors: one of 2m (6.6') one of 1m (3.3')
- 4) One (1) double-door equipment gate: 3m (10') wide
- 5) ¼" thick x 42" high clear poly facing on all rink panels
- 6) ½" thick x 8" high polyethylene kick plate- white
- 7) ½" thick 2" wide polyethylene handrail- white
- 8) ¾" UHMW polyethylene wear plates on the bottom of all door thresholds
- 9) All necessary hardware, fasteners, and anchors to provide a complete system
- 10) Includes Freeze-In Plate anchoring system

portable ice rinks ICE-AMERICA

Chiller & Generator:

Model & Performance Data

- 1) 657,000 BTUH, Semi Hermetic Compressor, 150-200 nominal ton with 75-100 tons of cooling capacity, 2 x 50 Hp
- 2) Microprocessor Controller; On- Off switch for control circuit operation and automatic compressor lead lag on dual circuit units
- 3) 24V Control Transformer
- 4) Water Flow Switch, Pump Differential Sensor
- 5) Return Fluid sensing thermostat
- 6) Direct drive Condenser Fan Motor
- 7) Industrial Standar Glycol Pumps – 7.5 Hp, skid mounted. Able to run mono-propylene-glycol. External, 1 Primary & 1 Standby
- 8) 100 tons @ 95 degrees F Ambient @ 44 degrees f LFT
- 9) Standard Supply of 12 degrees F, 16 degrees return and Capable Supply 5 degrees F, return 10 degrees F
- 10) 38% mono-propylene glycol @ 010 degrees C

Evaporator

- 1) Shell and Tube heat exchanger
- 2) Maximum Flow Rate 360 gpm
- 3) Design Flow Rate 240 gpm
- 4) Minimum Flow Rate 120 gpm
- 5) Demineralized Water Volume JS gal 32
- 6) Maximum Pressure 150psi

Connections

- 1) Field materials, valves and fittings
- 2) Evaporator Flange 4" for 4" camlocks and 4" hoses. 5" insulation on all water and refrigerant lines

Regrigerant

- 1) R 404 mono-propylene glycol low temp refrigerant
- 2) 4, 425 gallon totes of mono-propylene glycol and demineralized water, a 38% propylene glycol demineralized water solution to run rink tubing, chiller system & tank
- 3) Anti foam bacterial disinfectant: Bio 100
- 4) Storage Expansion Tank 35-600 gallon

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- 5) Rink piping system Complete Charge from factory
- 6) Glycol Vacuum Pump
- 7) Charge 146 lbs, 2 circuit 73 lbs each
- 8) MSDS mono-propylene glycol

Sound

- 1) 60 dBA @ 25ft

Set up and Breakdown

- 1) Factory Engineering Technical Support and 8 week warranty on all parts and immediate replacement within 36 hours
- 2) Factory Startup
- 3) Training: maintenance and operation to district staff
- 4) Installation
- 5) Shipping
- 6) Removal

EXHIBIT B

City of Huntington Beach Payment Rates and Schedule

The contractor agrees to submit invoices each year and agrees to the following rates and schedule:

YEAR 1	2021-2022 Season	\$150,000 50% Deposit – \$75,000 due September 1, 2021 25% Payment – \$37,500 due November 23, 2021 25% Final – \$37,500 due December 20, 2021
YEAR 2	2022-2023 Season	\$153,750 50% Deposit – \$76,875 due September 2, 2022 25% Payment – \$38,437.50 due November 25, 2022 25% Final – \$38,437.50 due December 23, 2022
YEAR 3	2023-2024 Season	\$157,594 50% Deposit – \$78,797 due September 1, 2023 25% Payment – \$39,398.50 due November 24, 2023 25% Final – \$39,398.50 due December 22, 2023
YEAR 4	2024-2025 Season	\$161,534 50% Deposit – \$80,767 due September 6, 2024 25% Payment – \$40,383.50 due November 22, 2024 25% Final – \$40,383.50 due December 20, 2024
YEAR 5	2025-2026 Season	\$165,572 50% Deposit – \$82,786 due September 5, 2025 25% Payment – \$41,393 due November 21, 2025 25% Final – \$41,393 due December 19, 2025