

COOPERATION AND LICENSE AGREEMENT
for
A STREET HOCKEY RINK AT LAKEWOOD RANCH PARK

MANATEE COUNTY, FLORIDA
and
LIGHTNING FOUNDATION, INC.

This Cooperation and License Agreement (the “**Agreement**”) is entered into by and between **Lightning Foundation, Inc.** (“**LF**”), a Florida not-for-profit corporation having its principal place of business at 401 Channelside Drive, Tampa, FL 33602, and **Manatee County**, a political subdivision of the State of Florida (“**COUNTY**”), and is made as of the latest date signed by the Parties to this Agreement (the “**Effective Date**”). **LF** and **COUNTY** shall collectively be referred to as the “**Parties**,” and individually a “**Party**.”

WHEREAS, pursuant to the authority set forth in Section 125.01, Florida Statutes, the **COUNTY** may provide the public with recreation facilities and programs; and

WHEREAS, **LF** is a Tampa Bay based not-for-profit corporation that desires to enhance the **COUNTY’S** parks by assisting with the implementation and installation of, a street hockey rink (the “**Rink**”) in Manatee County (the “**Project**”); and

WHEREAS, **COUNTY** and **LF** desire to work cooperatively in designing, managing and performing the installation of the Rink at its designated location in Lakewood Ranch Park; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of the **COUNTY**, and serves a valid public purpose, for the **COUNTY** to enter into this Agreement with **LF** to provide support for the installation of the Rink as further defined herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. LOCATION OF STREET HOCKEY RINK.

- A.** The designated location of the Rink shall be at Lakewood Ranch Park, 5350 Lakewood Ranch Boulevard, Bradenton, FL 34211 (the “**Project Site**”), substantially as depicted in Exhibit “**A**,” and the design plans for the Project.
- B.** Subject to the terms and conditions of this Agreement, **COUNTY** hereby grants **LF** and its volunteers and contractors a non-exclusive, temporary right of entry and license to come upon the Project Site in order to deliver and perform the **LF** Contributions as defined below. To the extent that **COUNTY** may require **LF** contractors to enter into any additional agreements in connection with the installation of work associated with the Project or to

access the Project Site, LF shall cause such contractors to execute and deliver such additional agreements to COUNTY on terms reasonably acceptable to COUNTY and such contractors.

2. **DURATION OF AGREEMENT.** Unless otherwise terminated in accordance with Section 12, hereof, this Agreement shall commence as of the Effective Date and shall remain in full force and effect until such time a qualified representative of the COUNTY certifies in writing that the Project is complete. (See Section 5) The Project shall be provided in accordance with all requirements and terms of this Agreement.

3. **CONTRIBUTIONS.** The Parties shall cooperate to construct and equip the Rink with an approximate playing surface size of 120' long by 60' wide, plus or minus. The division of COUNTY work ("**COUNTY Contributions**") and the materials, funds, and volunteers to be provided by LF (and any co-sponsors or volunteers) in support of the Project ("**LF Contributions**", and together with the COUNTY Contributions, the "**Contributions**") are as follows:
 - A. **COUNTY Contributions.** The COUNTY shall cooperate with LF to design, plan and construct the Project. COUNTY shall provide the following as COUNTY Contributions:
 - i. **Permits.** The COUNTY shall obtain all necessary permits regarding the COUNTY'S responsibility in the construction of the Project identified in **Exhibit "B" "County's Contributions: Project Site."**
 - ii. **Project Site.** The COUNTY shall provide an installation-ready site by preparing the ground to include: clearing and preparing the foundation and constructing the concrete slab for the hockey rink deck as specified in **Exhibit B** of this Agreement. The COUNTY shall provide reasonable and necessary access to the Project Site to enable LF to design, plan and permit the Project. COUNTY shall provide a secure Project Site.
 - iii. **Initial Site Plan.** The COUNTY shall cooperate with LF to allow LF to develop an initial site plan for the Project in accordance with Section 3.B.ii, hereof. The COUNTY shall have final approval authority as to the design of the site plan.
 - iv. **Transfer of the Rink.** Once the Rink is completed and has passed final inspection pursuant to Section 5, the COUNTY shall take ownership by acceptance.
 - v. **Maintenance; Utilities.** After acceptance of the Project, the COUNTY shall assume all responsibilities for ongoing operation and maintenance of the Rink equipment. County shall provide power to the scoreboard and scorer's table.
 - vi. **Advertisement.** The COUNTY shall assist in public awareness and promotion of LF programming, including but not limited to, clinics and league play at the Rink. All written materials or advertising materials to be utilized by the COUNTY that

refer in any way to LF must be reviewed and approved by LF prior to publication. Under no circumstances shall the COUNTY use the name of LF and/or any of its insignias or logos without the prior written consent of LF (“**LF Rights of Approval**”). LF agrees to exercise its LF Rights of Approval in a timely manner such that any artwork and promotional materials proposed for printing and use by County can be produced within a reasonable time prior to its intended use.

B. LF Contributions. LF shall cooperate with the COUNTY, to design, plan and construct the Project. LF shall provide the following as the LF Contributions:

- i. **Permits.** LF shall obtain, or cause to be obtained, all necessary permits for the installation and construction of components of the Project that constitute the LF Contributions as identified in **Exhibit “C” “LF’s Contributions: Design and Construction.”** Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of the COUNTY.
- ii. **Design and Construction.** LF shall work with the COUNTY and develop an initial site plan for the Rink, which shall be subject to approval by the COUNTY. LF shall provide labor, materials, installation and construction management services necessary for the completion of LF’s responsibility in the construction of the Project as identified in **Exhibit C.** Installation shall be under close supervision of a certified contractor specializing in Rink installation. Installation shall include, but not be limited to, playing surface floor consisting of sealed concrete with hockey rink markings painted on the floor, fencing around the rink, the dasher board system, appropriate netting, penalty box, player benches to be located outside the playing surface, a scoreboard and a scorer’s table.
- iii. **Costs.** LF shall be solely responsible for and shall hold the COUNTY harmless for any costs incurred by LF for the installation, equipment or materials purchased to complete the Project.
- iv. **Safety and Security.** LF shall ensure the security of equipment, tools, and supplies, and the well-being of all third-party vendors assisting with preparation activities from the beginning of the Project until the conclusion of the Project, including any postponement. LF shall ensure the security of the premise, including without limitation, cordoning off the Project area, by tape, signage or other conspicuous equipment, in order to provide notice of construction from the beginning of the Project until the conclusion of the Project, including any postponement.
- v. **Hockey Gear.** LF shall donate a complete set of street hockey gear to COUNTY, including forty (40) sticks, one (1) case of balls, two (2) goal nets, two (2) youth size sets of protective goalie gear, two (2) adult size sets of protective goalie gear, and forty (40) reversible pinnies to be retained by COUNTY for use at the Rink. LF will provide a one-time replacement of a complete set of hockey gear (with the same components as the original set), when the original set is beyond its useful life.

COUNTY shall provide a written request to LF when needed, and LF shall have thirty (30) days to provide same.

- vi. Advertisement. LF shall provide publicity, a public awareness campaign, and promote the scheduled clinics and league play opportunities. All written materials or advertising materials to be utilized by LF that refer in any way to the COUNTY must be reviewed and approved by the COUNTY prior to publication. Under no circumstances shall LF use the name of the COUNTY and/or any of its departments' insignias or logos without prior written consent of the COUNTY ("County Rights of Approval"). County agrees to exercise its County Rights of Approval in a timely manner such that any artwork and promotional materials proposed for printing and use by LF can be produced within a reasonable time prior to its intended use.
- vii. Programing. LF shall establish street hockey programming, including league play opportunities, clinics, and tournaments.

4. COST OF ACTIVITIES; LOSS OF FUNDING.

- A. Each of COUNTY, LF and all applicable contractors specified in Section 3 shall be solely responsible for their respective Project Contribution related costs and expenses identified above and in Exhibits B and C.
 - B. In the event that LF Contributions, whether provided by LF or provided by other Project funders, are not provided as specified in this Agreement, COUNTY shall not be held responsible to make up any difference for the Project.
5. **FINAL INSPECTION.** Upon completion of the Project, LF shall notify the COUNTY in writing, that the final inspection may be made. Acceptance of the Project shall be contingent upon a final site inspection conducted by the COUNTY. The final site inspection shall include supporting documentation drafted by the COUNTY. All equipment and services shall be subject to final inspection by the COUNTY for purposes of determining if the conditions set forth in this Agreement have been satisfied.
6. **SPONSORSHIP.** The Parties acknowledge that LF (or its designated agent) shall retain the sole right to sell sponsorship rights in connection with the Rink (e.g., dasher board, scoreboard signage, etc.). Any and all fees associated with such sponsorships shall belong solely to LF, and COUNTY shall have no right thereto.
7. **RINK MAINTENANCE.** Upon completion, COUNTY shall be responsible for security, maintenance, repair and replacement of the Project Site and Rink and other improvements installed thereon, in accordance with COUNTY's standard level of such maintenance and repair services

for similarly sized and situated public facilities located in Manatee County parks. The obligations under this Section shall survive termination or expiration of this Agreement.

8. **INSURANCE.** COUNTY and LF shall maintain the following insurance coverage in full force during the Term of this Agreement. The COUNTY may satisfy its obligations pursuant to this Section through its self-insurance program in accordance with Section 768.28, Florida Statutes.

A. Commercial General Liability. Each Party shall carry commercial general liability insurance covering all operations by or on behalf of itself for personal injury, bodily injury, death, and property damage. Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an additional insured, and include limits not less than:

- i. \$ 1,000,000 Single Limit Per Occurrence
- ii. \$ 2,000,000 Aggregate Per Occurrence
- iii. \$ 1,000,000 Products/Completed Operations Aggregate
- iv. \$ 1,000,000 Personal and Advertising Injury Liability
- v. \$ 50,000 Fire Damage Liability, and
- vi. \$ 1,000,000 Third Party Property Damage

This policy shall contain severability of interests' provisions.

B. Workers' Compensation Insurance. Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.

C. Employer's Liability Insurance. Each Party shall maintain coverage limits of not less than:

- i. \$100,000 Each Accident
- ii. \$100,000 Disease Each Employee
- iii. \$500,000 Disease Policy Limit

D. Insurance Requirements. The policies above are to contain, or be endorsed to contain, the following provisions:

- i. "Manatee County, a political subdivision of the State of Florida," is to be named as an additional insured on LF's liability insurance policy in respect to: Liability arising out of activities performed by or on behalf of LF, its agents, representatives, and employees; and products and completed operations of LF. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, or employees.
- ii. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's(ies') renewal date(s) for as long as this Agreement

remains in effect, Parties shall furnish to one another Certificate(s) of Insurance (using an industry accepted certificate form, signed by the issuer, with applicable endorsements, and containing the Agreement title and description) evidencing the coverage set forth above and naming the appropriate Party as an additional insured. In lieu of a Certificate of Insurance, LF agrees to accept a letter of self-insurance signed by the COUNTY's Risk Manager, as proof for those coverage(s) and limits self-insured by the COUNTY.

- iii. The insurance policies must be on an occurrence form, unless specifically noted otherwise.
- iv. Each Party shall cause such insurance to be primary to and not contributory with any insurance coverage maintained by the other Party, with such insurance covering the premises, activities and operations of the Project.
- v. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- or better and written by an insurance company licensed to issue policies in the State of Florida. All policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

E. Insurance Compliance. LF and COUNTY will ensure that its agents, representatives and subcontractors comply with the insurance requirements set forth herein. LF and COUNTY shall include its agents, representatives, and subcontractors working on the Project or at the worksite as insured under its policies, or LF and COUNTY shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth above.

F. No Limitation of Liability. LF and COUNTY understand and agree that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability, and LF's and/or COUNTY's failure to request evidence of this insurance coverage shall not be construed as a waiver of the obligation to provide and maintain the insurance coverage specified.

G. No Waiver. LF understands and agrees that the COUNTY does not waive its immunity, and nothing herein shall be interpreted as a waiver of the COUNTY's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

9. **NOTICES.** All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to COUNTY: MANATEE COUNTY PARKS & NATURAL
RESOURCES DEPARTMENT
5502 33rd Ave. Drive West
Bradenton, FL 34209
ATTN: Charlie Hunsicker

If mailed to LF: Lightning Foundation
401 Channelside Drive
Tampa, FL 33602
Attention: Jay Feaster

With copy to: Legal Department

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either Party may designate a different recipient or address by written notice to the other Party.

10. INDEMNIFICATION; LIMITATION OF LIABILITY.

- A. **LF.** LF shall defend, indemnify, and hold harmless COUNTY, its parent, subsidiaries, affiliates, and related entities, their successors and assigns, and each of the foregoing's respective owners, members, managers, partners, officers, directors, employees, independent contractors, and agents, and all of their successors and assigns, from and against any and all third party liens, charges, claims, demands, losses, court costs, reasonable attorneys' fees, judgments, damages, and/or liabilities (collectively, "**Claims**") relating to or arising out of: (i) any act or omission, negligence, or willful misconduct of LF, its officers, any agent, employees or volunteers of LF, or (ii) any breach by LF of any of the obligations, covenants, representations, warranties, or agreements of LF hereunder.
- B. **COUNTY.** To the extent permitted by law, and subject to the limitations set forth in Section 768.28, Florida Statutes, COUNTY shall defend, indemnify, and hold harmless LF, its parent, subsidiaries, affiliates, and related entities, their successors and assigns, and each of the foregoing's respective owners, members, managers, partners, officers, directors, employees, independent contractors, and agents, and all of their successors and assigns, from and against any and all Claims relating to or arising out of: (i) any act or omission, negligence, or willful misconduct of COUNTY, its officers, any agent, employees or volunteers of COUNTY, or (ii) any breach by COUNTY of any of the obligations, covenants, representations, warranties, or agreements of COUNTY hereunder.

- C. Procedure.** Each Party shall give the other Party prompt notice of any Claims coming within the purview of these indemnities. Upon the written request of an indemnitee, the indemnitor shall assume the defense of any Claim against such indemnitee and shall permit the indemnitee, at its expense, to participate in the defense thereof. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the Claim so settled. Notwithstanding the foregoing, the Parties acknowledge such indemnity shall not extend to any Claims to the extent the same are occasioned wholly or in part by any negligent or willful act, error, or omission of the Party seeking indemnification. The indemnity obligations under this Section shall survive termination or expiration of this Agreement.
- D. Liability for Damage or Injury.** Notwithstanding the above, the Parties agree that LF shall only be liable for those Claims, damages or injuries arising from events that LF, its parent, subsidiaries, affiliates and related entities host at the Rink (i.e., scheduled league games, clinics, tournaments, etc.), and COUNTY shall be liable for those Claims, damages or injuries arising from all other uses of the Rink (e.g., public use, pick-up games, etc.).
- E. Damage or Destruction of the Rink.** If the property is damaged by fire, named windstorm, flood or wind, excluding the negligent or intentional acts of LF or its agents, COUNTY shall, at its discretion repair the damage at its own cost and expense. In the event that the Rink is destroyed or so damaged by fire, named windstorm, flood or wind, excluding the negligent or intentional acts of LF, that such Rink is unusable for the purpose of this Agreement, neither LF nor the County shall be under any obligation to repair or reconstruct the Rink. This provision shall survive termination or expiration of this Agreement.
- F. No Waiver.** LF agrees and understands that COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of sovereign immunity, as set forth in Section 768.28, Florida Statutes, or any other immunities.

11. TERMINATION AND DEFAULT. This Agreement may be terminated by either Party upon thirty (30) days' advance written notice if the other Party breaches, or fails to fully comply with, any of the material terms of this Agreement. If defaulting Party has not remedied its failure or commencement of a cure has not begun within forty-five (45) days following delivery of written notice of such default to the defaulting Party, this Agreement shall terminate.

12. GOVERNING LAW; VENUE; DISPUTE RESOLUTION.

- A.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without application of its principles regarding choice of law that would result in the application of the law of another jurisdiction.
- B.** Venue for any action to enforce any of the provisions of this Agreement if brought by LF shall be in the state or federal courts located in Manatee County, Florida, and if brought by

COUNTY shall be brought in the state or federal courts located in Hillsborough County, Florida.

- C. In the event that any dispute, controversy, or claim arises between the Parties relating to this Agreement, the Parties shall first attempt to resolve such dispute, controversy, or claim by informal good faith negotiations between the Parties' respective senior management. If no amicable resolution is reached within a reasonable time period (not to exceed sixty (60) calendar days from the date that one Party requests a 'resolution meeting' unless an authorized agent of each Party agrees in writing to extend such period), the Parties may pursue any and all legal and equitable remedies available to them.

13. OWNERSHIP/WARRANTIES.

- A. This Agreement is not intended to vest in LF or any other Project sponsor any easement or interests in the land except as set forth herein. Accordingly, LF shall not record this Agreement at any time in any public records office.
- B. All Project improvements to the Project Site shall vest in COUNTY upon installation thereof.
- C. All warranties available to LF in connection with the LF Contributions shall be either directly extended to COUNTY via its written agreement to purchase Project materials with applicable vendors, or else are hereby assigned (or shall be assigned in writing, to the extent permitted by the applicable contract) by LF to COUNTY. Notwithstanding the foregoing, if the warranties cannot be assigned via agreement, LF agrees to cooperate with COUNTY in good faith to resolve any warranty issues with the applicable manufacturer/vendor.
- D. The obligations under this Section shall survive termination or expiration of this Agreement.

14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION. Each Party shall fully obey and comply with all federal, state and local laws, statutes, ordinances, resolutions and administrative regulations, which are applicable to this Agreement. The obligations under this Section shall survive termination or expiration of this Agreement. Additionally, LF covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any Project or activity funded in whole or in part with funds made available by the COUNTY in any manner that is in violation of any provision of the Constitutions of the United States or the State of Florida, or any applicable code, rules or laws.

15. RELATIONSHIP OF THE PARTIES. This Agreement does not constitute and shall not be construed as constituting an agency, employment, franchise, partnership or joint venture

relationship between the Parties. Neither Party shall have the right to obligate nor bind the other in any manner whatsoever, and nothing contained herein shall give or is intended to give any right of any kind to any third persons. Each Party shall be solely responsible for the conduct of its respective employees and agents in connection with the performance of its obligations hereunder.

16. **SUBCONTRACTORS.** In providing any services under this Agreement, either Party may, in its sole discretion, subcontract for or otherwise use services provided by third party vendors, provided that such Party shall remain jointly and severally liable for the performance of such third party subcontractors and for all obligations under this Agreement.
17. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon the Parties' successors, however, a Party's rights under this Agreement may not be assigned and a Party's duties under this Agreement may not be delegated without the prior written consent of the other Party.
18. **PARAGRAPH HEADINGS.** Paragraph and subparagraph headings contained herein are inserted for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given any legal effect.
19. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors and any providers of promotional, advertising or other services, or goods, purchased by either Party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
20. **FORCE MAJEURE.** Neither Party shall be considered in default of performance of the obligations of this Agreement to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, labor dispute, work stoppage, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same of different nature, existing or future; provided that the cause, whether or not enumerated in this Section, is beyond the control and without the fault or negligence of the party seeking relief under this Section.
21. **CONSTRUCTION.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter contained herein and it supersedes all prior oral or written communications between the Parties with respect to such subject matter. Each of the parties hereto has had equal input into drafting this Agreement such that no provision of this Agreement shall be construed strictly against one Party as the drafter thereof. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachments or exhibits hereto, the provisions contained within the body of this Agreement shall prevail unless the terms or provisions in the attachment or exhibit specifically states that it shall prevail. This Agreement may be

executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page of any such counterpart, or any electronic copy thereof, may be attached or appended to any other counterpart to fully complete a fully executed counterpart of this Agreement.

22. **AMENDMENT.** The Provisions of this Agreement may be amended, modified, or waived only by a written document executed by an authorized agent of each Party.
23. **WAIVER.** No written waiver shall excuse the performance of any act other than those specifically referred to herein. No waiver by either Party hereto of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach by that Party hereunder.
24. **SEVERABILITY.** In the event any provision, term or section of this Agreement is deemed invalid, illegal, or otherwise unenforceable by any court of competent jurisdiction, such provision shall be severed from this Agreement, provided, however, that the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or otherwise impaired thereby.
25. **AUTHORITY TO EXECUTE.** Each of the Parties hereto covenants to the other Party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the Party's authorized representative.

[Signature page below]

IN WITNESS WHEREOF, LF and COUNTY have caused this Agreement to be executed by their authorized representative on the dates indicated below.

**MANATEE COUNTY, FLORIDA,
a political subdivision of the State of
Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

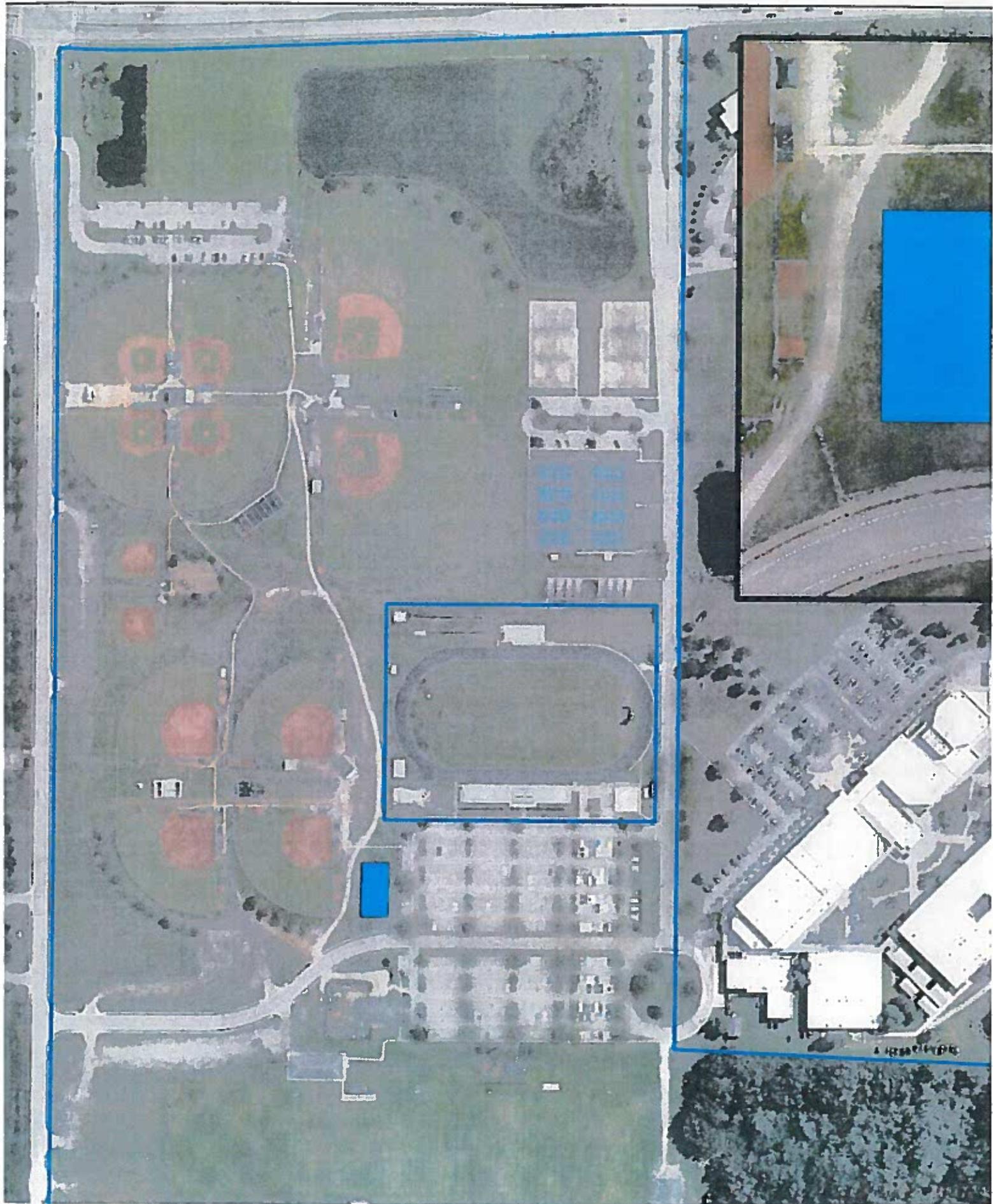
By: _____
Deputy Clerk

LIGHTNING FOUNDATION, INC.

By:  _____

Title: VP, Community Hockey Dev.

Date: Sept. 26, 2018



PUBI

Document

Name: Ma

Layout: Ol

Map Authc

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Coordinate

West FIPS

Datum: Nc

Projection:

EXHIBIT B

COUNTY's Contributions:

Project Site

Preparation of the Project Site to include:

1. Clear vegetation & remove from site
2. Place fill dirt
3. Grading & compaction
4. Density testing of soil

Construction of the Rink Base to include:

1. 3000 psi concrete
2. Slab to be 4" with a thickened edge at 12" around perimeter
3. Dimensions of concrete slab shall be 66'x126'

EXHIBIT C

LF's Contributions

Design and Construction

One (1) Riley Manufacturing Series R4AXL Aluminum Pre-Fabricated Dasher Board System to include:

Frame:

1. Panels to be welded aluminum with a mill finish
2. Panels to be 42" high X 4" wide and typical 8 ft. in length
3. Base gusset plate will be welded to the vertical supports complete with 2 holes for anchoring, gussets will be at 4' O.C.

Anchors:

1. 5/8" epoxy set into existing concrete foundation.
2. 2 anchors installed per 8' section.
3. 4" embedment.

Gates:

1. 2 – 36" player/access gates along the player box side of the rink.
2. Hardware made of zinc plated steel. Fasteners are zinc plated.
3. Player and access gates to have adjustable hinges, as well as pivoting latch/catch assemblies.

Board Cladding

1. .250" thick white high impact fiberglass board facing.
2. .250" thick yellow x 6" high, high impact fiberglass kick plate.
3. .750" thick blue UV stabilized high density polyethylene cap rail, front and back routed to 3/8" radius.

Upper Containment and Supports (to be constructed on the sealed concrete playing surface floor)

1. 6GA x 2" x 6' high black vinyl coated chain link fence installed around the ends and radii of the rink.
2. 6GA x 2" x 4' high black vinyl coated chain link fence installed along the sides of the rink.
3. 3 horizontal stringers will be installed to support 8' high fencing and 2 horizontal stringers will be installed for the 4' high fencing.
4. Vertical line posts installed 4' O/C on the ends and radius sections of the rink and 8' O/C along the sides of the rink.
5. All fence posts will be galvanized steel.
6. Fencing installed around the entire perimeter of the rink.

Other Amenities

1. hockey rink markings painted on the floor

2. appropriate netting
3. penalty box
4. scoreboard with scorer's table area outside the playing surface
5. player's benches outside the playing surface;