

Item # 10 & 12

**City of Carson City
Agenda Report**

Date Submitted: October 28, 2008

Agenda Date Requested: Nov 6, 2008

To: RDA/BOS

Time Requested: 30 minutes

From: Robin Williamson, RDA Chairperson

Subject Title: Action to approve an allocation of \$67,100 of Redevelopment funding to share equally with the Carson Nugget to pay the \$134,200 turnkey costs, reimbursable from project proceeds, in support of renting ice skating rink equipment, professional installation and professional support services for a holiday season ice skating venue in the Downtown on the Carson Nugget parking lot, formerly the historic Arlington Hotel, open to the public December 4, 2008 through February 16, 2009.

Staff Summary: The Carson Nugget, the RDA and the Downtown Consortium are proposing to collaborate on the development of a first-time holiday season ice skating venue in Downtown Carson City. The Carson Nugget's parking lot on Carson and Robinson Streets will be transformed into an ice skating venue this December thanks to a partnership between the Carson Nugget, the Redevelopment Authority, the Downtown Consortium and Ice Rinks Events/Frozen Water L.P. The goal is to bring an exciting holiday experience to Downtown that becomes a tradition of fun and festivity, in keeping with the successful Curry Street Promenade and the direction laid out in the *Taste of the High Sierra* Branding action plan.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify) - None

Applicable Statue, Code, Policy, Rule or Regulation: NRS 279

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: Move to approve an allocation of \$67,100 of Redevelopment funding to share equally with the Carson Nugget to pay the \$134,200 turnkey costs, reimbursable from project proceeds, in support of renting ice skating rink equipment, professional installation and professional support services for a holiday season ice skating venue in the Downtown on the Carson Nugget parking lot, formerly the historic Arlington Hotel, open to the public December 4, 2008 through February 16, 2009.

Explanation for Recommended Board Action: The \$134,200 has the potential to be a self-liquidating amenity that may pay for itself with ticket sales and sponsorships. This holiday season ice skating venue will bring energy, excitement and life to vacant parking lot with a one-of-a-kind traffic draw in the form a totally portable urban park that is experiential for locals and visitors alike. Beside the modest admission price, the revenues to sustain this venture will come from sponsorships elegantly displayed on the dasher boards, cross promotions with businesses

throughout the town and concessions at the venue. The venue may promote exhibitions, ice shows, ice hockey demonstrations, charity events and much more. The Carson Nugget will manage the contract with Ice Rink Events, the Downtown Consortium will serve as co-sponsor/promoter and the Office of Business Development will provide oversight, managerial and promotional support.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 279

Fiscal Impact: The RDA may be reimbursed a portion or all of its \$67,100 predicated on the success of the skating rink venue in this first season. Staff will allocate an additional \$15,000 from its budget to cover programming support, signage and banners, advertising, publicity and third-party events coordination. The CCCVB will also pay a pivotal role in marketing the venue.

Explanation of Impact: It is hoped that revenues should equal all expenses, plus in-kind support from both the public and private sector. The revenues will come from income generated by the project, a reasonable admission charge, skate rentals and numerous sponsorships. The budget is \$365,000 (including a contingency of 15%) Thus the RDA and the Carson Nugget's seed money may be paid back in full after the close of the project. The additional \$15,000 expenses are consistent with the type of costs incurred annually by redevelopment thru its events coordination budget.

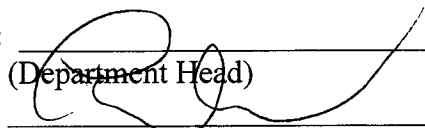
Funding Source: Redevelopment budget

Alternatives: Choose not to approve the funding allocation

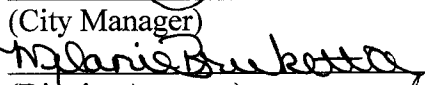
Supporting Material: Arlington Square Ice Rink Packet, budget, contract and additional materials

Prepared By: Joe McCarthy

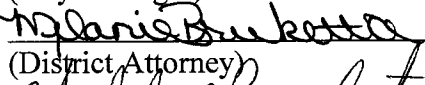
Reviewed By:


(Department Head)

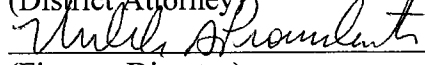
Date: _____


(City Manager)

Date: 10-28-08


(District Attorney)

Date: 10-28-08


(Finance Director)

Date: 10-28-08

Nugget Main Street Parking Lot = Arlington Square Ice Rink

Vision: *Arlington Square Ice Rink* in Downtown Carson City

Designed as a signature entertainment experience to draw locals and visitors to downtown Carson City, the *Arlington Square Ice Rink* (located at the Carson Nugget's main street parking lot) will set an unprecedented Carson City standard for wintertime street life. The project is expected to be a cost-neutral, public/private partnership.

As a civic and entertainment anchor, the experience will extend downtown Carson City's customer hours, create an economic bridge between a typically slower season and the 2009 Nevada State Legislative high season, continue the success of the summer's 2008 *Get Down Curry Street Promenade* project (which brought an estimated 130,000 people to the area over a 16 week period), well position the downtown Carson City business community and, at the same time, allow the entire business community and other institutional partners to benefit via event sponsorship opportunities. Together the entire community can work to continue paving the way for a richer, more dynamic, pedestrian friendly, locals-loved downtown Carson City!



All images from Reno's Rink by the River over the years.





We are pleased to offer our equipment and professional services to execute a completely turnkey installation of a holiday-season ice skating rink to be located in Carson City, NV.

Clearly, we are the leading source for this kind of installation in California. We have equipment storage, refrigeration, ice equipment and ice technicians in Northern California. As you may not know, our outdoor ice rinks have met with great success in California; including the "landmark" locations at the Circle of Palms plaza in San Jose, and at the Del Coronado; we are also proud of our facilities in Santa Monica, Alpine and our high-volume location in Walnut Creek -with over 40,000-paid skaters in 8-weeks. We are also the supplier of choice for the world-stage events such as the World Figure Skating Championships, to be staged in Los Angeles in early 2009; there may be a promotional relationship with this event.

We are the largest installer and operator of seasonal ice skating facilities in the United States. Outdoor ice installations are our company's primary focus. Our equipment is the ICEMAT by Calmac Manufacturing Company-- the *inventor* of the roll-out, quick-to-install, energy-efficient ice rink technology, with hundreds of successful installations-- worldwide-- over 30-years, including ice for the NHL and for the Olympics.

We do most ALL of the high-profile installations. We made ice for CocaCola in support of the Salt Lake Winter Olympics. We provide ice to the World Figure Skating Championships. We made ice for the National Figure Skating Championships recently in Spokane to rave reviews from the skaters, coaches, and local officials.

We have experience in working on very high quality properties, in areas with great environmental concern, in areas with noise controls, and in locations with high standards of customer service. You will have the benefit of this experience.

Our crew has completed some of the most interesting and most challenging installations recently:

The Pond at Bryant Park. An Olympic-sized rink in a landmark midtown Manhattan location, with over 125,000-paid skaters and over 250,000 total spectator attendance. Carefully situated ABOVE underground library stacks.

Downtown Ice at the Circle of Palms. 120-foot diameter, round rink, with 32-palm trees in the middle of the rink. On stellar civic plaza in San Jose. Considered to be one of the most successful holiday rink events in the U.S., and one of the most challenging installations ever attempted.

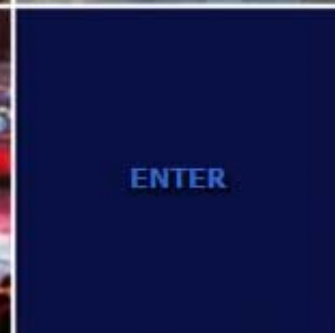
"Skating By The Sea". Seasonal rink as centerpiece of winter season at the famed Del Coronado Hotel in San Diego. Rink is situated beside the Pacific Ocean beach, with all of the wind, salt, heat, and sun exposure—and great skating all season!

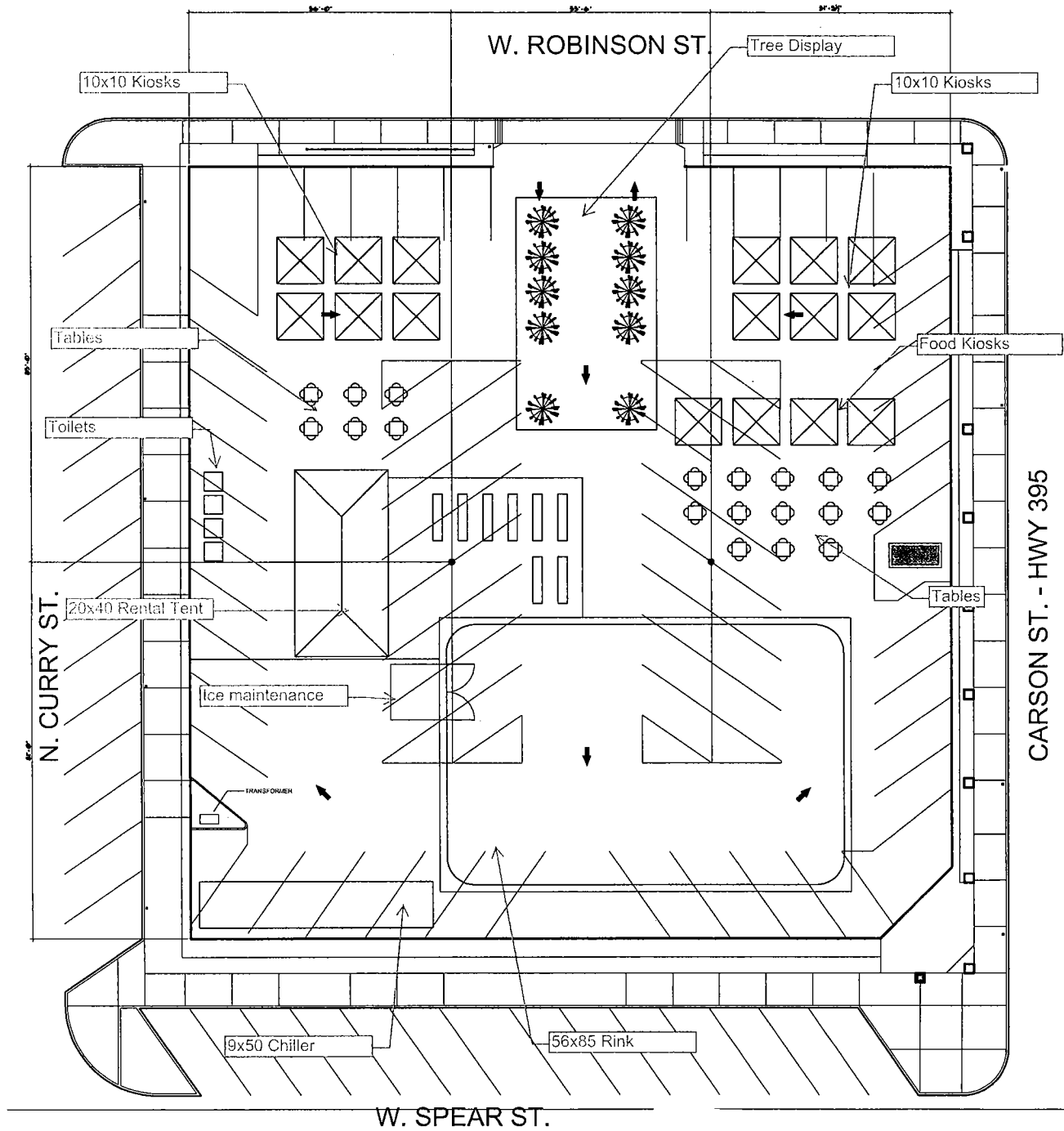
"Mega-Rink" On the Zocalo. A portable rink installed under the hot sun in Mexico City. One of the largest outdoor public ice skating rink in North America at 34,000-square feet. The rink was open to the public for seven weeks and had hosted over 589,000-skaters, at the rate of an amazing 12,000-skaters a day!!

Why do we get involved in these challenging situations? Because... we do exactly what we say we will do. We deliver on time. We deliver on-budget. We communicate all of the logistics with the client. We offer very economic pricing. We tell you exactly what you will get within our bid and our contract. No surprises.

Our clients typically use "title sponsorships" or "presenting sponsorships" in support of the total cost of such installations; typical range of financial support is \$35,000 for small markets and \$90,000 for mid-size suburban markets. Other presenting or supporting sponsorships range \$1,000-\$10,000. Media partnerships—with local or regional newspapers and cable-TV-- are vital to maximizing attendance; they are attracted to such an event because of its uniqueness and demographics—typically young families who spend money. Sponsors receive free ticket vouchers for their customers/clients/employees, signing, banners, and logo placement on supporting signing, brochures, etc. Corporate sponsors could buy large blocks of tickets for donation to public schools, youth charities, scouts, and others.

We offer our general consultation services-- design, layout, operating advice-- at no charge to you. There is no consultation fee for us to work for you up-front. We would just shake-hands with you that we will get the opportunity to bid on the project and be considered for the job, given that our pricing is competitive, of course.





PROMOTIONAL PLAN:

Aggressive Downtown Carson City Business Cross-Promotion:

- **Media partner**
 - Cluster Advertising – to include outlying area pick-up ads
 - Display
 - Calendar
 - Promotional
 - Editorial
 - PSAs
 - Press releases
- **Online Outreach**
 - Downtown Carson City – www.downtowncarsoncity.com
 - Calendar
 - Information
 - Web Specials
 - YELP! (business review network site)
 - Reno/Tahoe Mom's www.renotahoemoms.com
 - Weekly E-Blasts from each business as well as from www.downtowncarsoncity.com
- **Collateral**
 - Rack Cards
 - Posters
 - Handbills

Carson City Institution Cross-Promotion Partners:

B.A.C. – Boys & Girls Club of Western Nevada – Carson City Library -- CC Park & Recreation -- Children's Museum of Northern Nevada -- Carson City Chamber of Commerce – Carson City Convention and Visitors Bureau – Carson Tahoe Regional Healthcare – Carson City School District – Western Nevada College -- Nevada State Museum, among others ...

Partners receive:

- all advertising inclusion:
 - print ads,
 - press releases,
 - web page – b2b link 1 year
 - sponsor PA rink mentions (daily)
 - venue poster listing
 - posters,
 - flyers,
 - weekly e-blasts
 - some free skate rentals

 Be Cool in Downtown ...

 Be Seen at the Coolest Place in Downtown ...

 Secure YOUR Sponsorship Opportunities NOW!



ARLINGTON SQUARE ICE RINK

Downtown Carson City

OPENS DECEMBER 4, 2008
THRU FEBRUARY 16, 2009



Be oh so cool this winter with the hottest thing in town and position your business in print, on the web, out loud, on signs and at the rink. Earn your customers' hearts for over 11 WEEKS! The rink opens in December and continues through mid February.

An anticipated 50,000 skaters and a thousand more spectators will have the opportunity to ice skate in downtown Carson City. This 11+ week extravaganza, organized by the Carson City Office of Business Development and Carson City Downtown Consortium, offers unrivaled partnering opportunities and a genuine chance to put your brand name in front of a highly lucrative market, at the time of year when exposure is most easily turned into sales and genuine interest.

Brought to the community by: The same folks who started the *Get_Down_2008* buzz this past summer with people pleasing events like: Friday's @ 3rd, the Saturday Morning Farmer's Market and Family Pop Up Park



Sponsorship Opportunities

Note: CONFIRM YOUR ORDER BY NOV. 5 AND RECEIVE 10 Free passes! All orders due no later than Nov. 20! Dasher Board ad does not include production cost. Tammy Westergard 887-2101x3 or 230-4964 e: twestergard@ci.carson-city.nv.us	Title \$67,100 TWO ONLY SOLD!	Platinum \$5,000 TWO ONLY	Gold \$3,000 3 ONLY	Silver \$2,000 5 ONLY	Media Partner TRADE VALUE	Cheap Skate (Downtown Restaurant & Retail Exclusive!)	Institutional Partner
ALL ADVERTISING INCLUSION – print ads / press releases / web page / posters / flyers / e-blasts (120 days) logo on floor of ice rink	x						
EXCLUSIVE BANNER AT THE ICE RINK – large banner placed at the venue with your business name / logo	x	X					
VENUE SIGN LISTING (2 SIGNS – HIGH TRAFFIC)	X	X	X	X	X	X	X
LOGO PLACED ON ZAMBONI			X				
EXCLUSIVE COUPON DISTRIBUTION – coupons for free skate rental available only at your business						X	
SPONSOR PA ANNOUNCEMENTS – mentions daily	x	X	X			X	X
ON-SITE DIGITAL SCREEN ADVERTISING	x						
PRIORITY CHOICE OF PRIVATE PARTY DATE – free skate rental for your entire party	x						
OPENING NIGHT FREE SKATE SPONSOR – logo on pee chee flyer to Carson City Schools	X	X	X	X			
DASHER BOARD – in the ice rink arena (does not include production cost)	XX DOUBLE	XX DOUBLE	X SINGLE	X SINGLE	X SINGLE		
ADVERTISING INCLUSION - – print ads / press releases / web page / posters / flyers / e-blasts (120 days)		x	X	X	X	X	X
LOGO ON ICE RINK WEBSITE WITH LINK TO YOUR SITE 1 year www.downtowncarsoncity.com	x	x	x	x	x	X	X
ACKNOWLEDGEMENT AT GRAND OPENING PARTY	X	X	x	x			
COMPLIMENTARY TICKETS	100	50	25	15			

Arlington Square Ice Rink

Revenues

Operating Days	67 (net)
Attendance	495

Public skate admissions	\$200,000	(not including private parties)
Skate rentals	\$40,000	
Sponsorships	\$50,000	
Concessions	\$15,000	
	\$305,000	

Expenses

Ice Rink Rental	\$134,200
Predevelopment Costs	
Power, sand box, water	\$40,000
Design	\$20,000
Staging of Site	\$25,000
Rink Management	\$40,000
Utility Costs	\$25,000
Zamboni Rental	\$5,000
Contingency	\$15,000
	\$304,200

Basis for revenues & expenses projections
67 days net at an average of 10 hrs per day
Each session lasts 2 hrs.
Downtown Reno's ice rink history



FROZEN WATER, L.P.
P.O. Box 9419
The Woodlands, TX 77387
office (936) 273-3887
fax (866) 834-4133
icerinkevents@yahoo.com
www.IceRinkEvents.com

EQUIPMENT RENTAL & PROFESSIONAL SERVICES AGREEMENT

CUSTOMER:

Carson City Downtown Consortium
402 N. Division Street
Carson City, NV 89703
Attn: Tammy Westergard

GENERAL REQUIREMENTS:

Holiday Ice Skating Venue: To provide for the turnkey equipment rental of ice skating rink equipment, professional installation, and professional support services, for a holiday-season ice skating venue in Carson City, NV. To be open to the public December 4, 2008 through February 16, 2009.

REQUIRED TIMING:

Installation Window:	November 26 – December 3, 2008
Open to the Public:	December 4, 2008 thru February 16, 2009
Removal Window:	(following melt) February 17, 2009 to February 24, 2009

EQUIPMENT AND PROFESSIONAL SERVICES TO BE PROVIDED BY SUPPLIER:

1. ICEMAT Rink Piping Grid System (56'x85'; capacity 178-skaters)
2. 150-Ton Air-Cooled Refrigeration System/Pumps/Hoses/Expansion Tank
3. Ethylene Glycol Coolant Charge
4. Insulation (1") and Vapor Barriers, If Required
5. Modular Railing System (white poly facing toward rink; room for vinyl decal sponsor graphics inside the rink area, banners outside the rink perimeter)
6. Ice Rink Maintenance Equipment
7. Rental Hockey and Figure Ice Skates (280-pr), Sharpened, Ready-to-Skate
8. Skate Change Area with Rubber Floor Covering (1,190-square feet)
9. Wood-Frame Covering Over Rink Header
10. Green Turf Carpet to Finish Rink Perimeter/Deck Edge
11. All Professional Supervision and General Labor for Set-Up and Strike
12. General Carpentry and Finish-Out of Rink Perimeter
13. Travel Expenses/PerDiem Expenses for Out-of-Town Professionals
14. All Tools, Equipment, and Supplies for Set-Up/Strike
15. Refrigeration Technician On-Call 24-Hours During Entire Term
16. Commercial General Liability Coverage for Equipment/Personnel Negligence Only,
17. Text for Liability-Related Signage and Written Waiver Release Forms; Liability-Limitation Instructions
18. General Training for Rink/Event Manager Regarding Rink Operation
19. Professional Support Services/Consultation for Event Planning and Execution

EQUIPMENT RENTAL & PROFESSIONAL SERVICES AGREEMENT
Holiday-Season Ice Skating Venue

**CONTRACT CONTINGENT UPON AGREEMENT BETWEEN CARSON NUGGET
AND CITY OF CARSON CITY, NEVADA**

This Agreement is contingent upon the entering of an Agreement between the Carson Nugget, the Carson City Redevelopment Authority and the City of Carson City, Nevada, on or before November 6, 2008, in which the Carson City Redevelopment Authority agrees to loan the Carson Nugget SIXTY-SEVEN THOUSAND, ONE HUNDRED DOLLARS (\$67,100), the amount of 50% of the value of this Agreement and the City of Carson City, Nevada agrees to provide insurance coverage for the Carson Nugget for the operation of the Ice Skating Venue.

TOTAL COST & PAYMENT TERMS:

The fee for the Equipment and Installation Services, as stated above herein, shall be \$134,200.00. Fifty percent (50%) of the total fee shall be due and payable upon execution of this contract agreement as a deposit for services no later October 29, 2008; twenty-five percent(25%) of the total fee shall be due and payable upon arrival of all equipment on the event site, the date to be determined by mutual agreement; twenty-five percent(25%) of the total fee shall be due and payable upon completion of the ice surface, and in all cases prior to public use on December 4, 2008.

Customer shall be responsible to pay any and all sales taxes or other local fees and assessments in relation to the execution of this agreement and the event.

CUSTOMER RESPONSIBILITIES:

- 3-phase, 480-volt, 400-amp continuous power source for refrigeration (208-volt optional with additional transformer); electrical connection by qualified professionals from the chiller to the power source; 110-volt power source for tools/kiosk/sound/lighting.
- Laser level sandbase by local crew, sized 2-feet outside rink footprint; topped with smooth, clean masons or bank-type sand, covered and secured with 6-mil clear plastic sheeting, constructed so that rainwater flows AWAY from the ice surface and sandbase.
- Continuous water source adjacent to the ice rink area, preferably in the parking location of ice maintenance equipment.
- Placement of refrigeration system as close to rink as possible, with accommodation for the chilled hoses to be secured and not to be a trip hazard.
- The refrigeration unit should remain on the shipping trailer for the term of the event.
- 3000-lb all-terrain forklift during the installation and removal phases.
- Picket fence or other barricade to define skate change area and control entry to rink area.
- Any and all safety equipment required for general public safety on or about the event site, during the installation or removal phases, and during the term of the event; includes first aid supplies, traffic cones, barricades, wet-floor signs.
- Identified parking in close proximity to the rink for Supplier's personnel.
- General security presence, 24-hours each day.
- Trash and refuse removal upon the conclusion of the removal phase.
- All marketing and P.R. in support of the event; all graphics and signing.
- Portable office or structure for tickets and skate rental kiosk.
- Shelving or racks for skate rental equipment, to be located inside skate kiosk.
- Sound/P.A. system for safety announcements.

EQUIPMENT RENTAL & PROFESSIONAL SERVICES AGREEMENT

Holiday-Season Ice Skating Venue

CUSTOMER'S RESPONSIBILITIES
(continued)

--- Coordination of all permits and licenses required for installation and operation of the equipment and event, if required.

--- Any and all sales and use taxes, occupational taxes, and any other license or fee levied upon the Supplier regarding the rental of equipment, the providing of labor, and the execution of the ice rink installation.

--- Two(2) double hotel rooms in close proximity to the event site, during the entire installation and removal phases, and during any other time the Supplier is requested to be on the site.

--- Day-to-day management and operation of the event, including professional on-site management, experienced in customer service, liability-prevention, and public safety, staffing to include cashier(s), skate rental attendant(s), safety monitor(s), and maintenance personnel to be on-site during the entire term of the event. Also includes staff uniforms, public safety announcements and general music entertainment, cash register equipment and credit card processing, human resource functions such as payroll processing and taxation, coordination of group sales and special events, and various printing.

TERMS AND CONDITIONS:

1. RENTAL PERIOD. The rental period shall commence on the date of shipment of the Equipment covered by this Agreement from the point of shipment and shall continue until the Equipment is returned to FROZEN WATER, L.P. d/b/a Ice Rink Events (hereafter "THE SUPPLIER") receiving point or such other location as THE SUPPLIER may designate in writing. Both CUSTOMER and THE SUPPLIER shall be collectively known herein as "parties".

2. PAYMENT. In the event the CUSTOMER fails to remit any amounts due, or the CUSTOMER fails to perform any of its numbered points of responsibility stated herein, this shall be deemed breach of contract; THE SUPPLIER will stop all work and remove from the site all of its operating equipment, with no refund of any deposits or amounts paid by the CUSTOMER. If the CUSTOMER withholds payment because of THE SUPPLIER's failure to carry out the work in accordance with this Agreement, the CUSTOMER must provide THE SUPPLIER with written notice of such intention and state the reasons therefor. When such grounds have been removed or satisfied, payment shall immediately be made to THE SUPPLIER in any amount withheld. If any payment is not tendered when due, CUSTOMER agrees to pay a late charge from the date such payment becomes due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due, together with all costs (including but not limited to, attorneys' fees) incurred by THE SUPPLIER to collect overdue amounts.

3. USE AND MAINTENANCE. CUSTOMER shall not use, operate, maintain or store the Equipment improperly, carelessly, or in violation of any applicable law or regulation or for any purpose other than in the conduct of CUSTOMER's business. CUSTOMER shall not sublease the Equipment, permit the use of the Equipment by anyone other than CUSTOMER or change the use or location of the Equipment specified in the Agreement, without the prior written consent of THE SUPPLIER. CUSTOMER shall not alter the Equipment or affix any accessory to it if doing so would impair its originally intended function or use or reduce its value. Any alteration or addition to the Equipment shall be the sole responsibility of and at the sole risk of the CUSTOMER.

EQUIPMENT RENTAL & PROFESSIONAL SERVICES AGREEMENT

Holiday-Season Ice Skating Venue

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TERMS AND CONDITIONS
(continued)

4. INSPECTION. The parties shall inspect all of the Equipment upon arrival on the event site and shall document the condition of such Equipment. THE SUPPLIER shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

5. DAMAGE TO EQUIPMENT. CUSTOMER shall be liable to THE SUPPLIER for all loss or damage to the Equipment in its possession, including loss caused by fire, theft, natural disaster, terrorism, or any other damage which occurs while the equipment required herein is in the possession of the CUSTOMER; it is at the CUSTOMER'S option to purchase and provide property insurance coverage for the equipment required herein.

6. INDEMNIFICATION. CUSTOMER shall indemnify, defend and hold harmless THE SUPPLIER against any and all loss, expense, liability or penalty which may arise out of any negligent or willful act or omission of CUSTOMER, CUSTOMER's employees, agents, assigns, subcontractors or any third party not employed by or under the control of THE SUPPLIER, arising out of the operation, use, handling, maintenance and/or transportation of the Equipment. THE SUPPLIER shall indemnify, defend and hold harmless the CUSTOMER against any and all loss, expense, liability or penalty which may arise out of any negligent or willful act or omission of THE SUPPLIER, THE SUPPLIER's employees, agents, assigns, subcontractors or any third party not employed by or under the control of the CUSTOMER, arising out of the operation, use, handling, maintenance and/or transportation of the Equipment.

7. INSURANCE IN PLACE BY THE CUSTOMER. CUSTOMER shall, at its own expense, maintain public liability insurance coverage in such amounts as is necessary to fully protect the CUSTOMER and THE SUPPLIER against claims for personal and property damage arising out of the staging of the Event, and the use of the facilities and equipment required herein by participating skaters and spectators. The CUSTOMER shall provide evidence of such insurance coverage naming THE SUPPLIER as a certificate holder, and as an additional insured party; such certificate shall be delivered to THE SUPPLIER no later than ten(10) days prior to the rental period stated herein. The provisions of this paragraph shall survive the termination of this Agreement.

8. INSURANCE IN PLACE BY THE SUPPLIER. THE SUPPLIER assumes all risk and liability for the erection and dismantlement of the Equipment required herein when performed by THE SUPPLIER'S employees, agents, assigns, subcontractors 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 coverage in such amounts as is necessary to fully protect THE SUPPLIER against claims for personal and property damage arising out of THE SUPPLIER's negligence regarding the erection, dismantlement, and use of the Equipment required herein, and shall provide evidence of such coverage in the form of a Certificate of Insurance Coverage upon advance written notice by the CUSTOMER. THE SUPPLIER's insurance, as required herein, shall not offer the CUSTOMER any protection whatsoever, and shall not be construed to offer the CUSTOMER, any insurance coverage as protection for any and all claims of personal injury and/or property damage arising out of a spectator's attendance at the Event and/or their voluntary participation in the ice skating activities, and any and all injuries or claims which may result therefrom, except in those cases where THE SUPPLIER, THE SUPPLIER's equipment, and/or in such cases in which THE SUPPLIER's employees are negligent.

EQUIPMENT RENTAL & PROFESSIONAL SERVICES AGREEMENT

Holiday-Season Ice Skating Venue

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TERMS AND CONDITIONS

(continued)

9. ELEMENTS REQUIRED TO LIMIT LIABILITY. The CUSTOMER shall provide certain elements which shall act to limit liability, to the specifications of THE SUPPLIER, including but not limited to: on-site management or personnel in well-identified uniforms, various signage stating the acceptance of risk by the skater and spectator, tickets or wristbands or stickers including a liability waiver, public address announcements emphasizing safety, and any and all other strategies designed to limit liability as determined by the CUSTOMER and THE SUPPLIER in advance of any public opening.

10. TIMING. THE SUPPLIER shall begin installation of the Equipment required herein no later than five(5) days prior to the public opening of the event; if the CUSTOMER has not properly prepared or cleared the Event site making the event site totally available to THE SUPPLIER and/or provided the electrical connections required herein on the required dates stated herewith, the CUSTOMER shall give additional time to THE SUPPLIER to properly install the equipment as required herein in an amount equal to the time the event site is unprepared for installation. In cases where the CUSTOMER has not adequately prepared the site or has not completed the preparation of the site as per the timing stated within this Agreement, the CUSTOMER shall be liable for an additional fee in an amount equal to the prorated daily rate of the total fee for Equipment rental and professional services stated within this Agreement, times the total number of days of delay.

11. SEVERABILITY AND ENFORCABILITY. 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. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

12. 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.

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EQUIPMENT RENTAL & PROFESSIONAL SERVICES AGREEMENT

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TERMS AND CONDITIONS

(continued)

13. WARRANTY. THE SUPPLIER makes no warranties, express or implied, regarding the merchantability and fitness of the equipment for any particular purpose. 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 contract price shall be the limit on THE SUPPLIERS' liability, whether founded in contract, statute, or tort (including negligence), arising out of, or resulting from (i) this Agreement or the performance or breach thereof, (ii) the design, manufacture, delivery, sale, repair, replacement or the use of any Equipment, or (iii) the furnishing of any service. 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; accordingly, the CUSTOMER shall protect, defend, indemnify and hold harmless THE SUPPLIER against any and all claims, demands, damages, expenses including attorney fees and costs, or causes of action of every kind of any person, on account of personal injuries, property damage, and any other damage arising out of such acts of God, power failures, vandalism, and/or terrorism. THE SUPPLIER hereby informs the CUSTOMER that above-average daytime temperatures, direct sun, and warm, windy conditions may cause melting of the ice surface; THE SUPPLIER and the CUSTOMER shall work together to minimize the negative effects of such conditions.

14. TAXES AND FEES. CUSTOMER shall pay all personal property taxes, license fees, and registration fees which may now or hereafter be imposed upon the possession, lease or use of the equipment.

15. OWNERSHIP AND ENCUMBERANCES. Title to and ownership of the equipment is, and shall at all times remain with THE SUPPLIER, and CUSTOMER shall have no right, title or interest therein, or thereto except the right of possession and use of the equipment pursuant to the terms of the Agreement. CUSTOMER shall not remove or deface any plate or marking on the equipment identifying THE SUPPLIER as the owner of the equipment or the manufacturer's serial number. The equipment is, and shall at all times remain personal property notwithstanding its use or manner of attachment to any other personal or real property. CUSTOMER shall keep the equipment free and clear of any and all levies, liens, security interests and encumbrances of any kind and shall give THE SUPPLIER prompt notice of any attachment or judicial process affecting the equipment.

16. 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.

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EQUIPMENT RENTAL & PROFESSIONAL SERVICES AGREEMENT

Holiday-Season Ice Skating Venue

Page 7 of 7

TERMS AND CONDITIONS

(continued)

17. 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.

Agreed to this _____ day of _____, 2008.

SUPPLIER:

CUSTOMER:

FROZEN WATER, L.P.
d/b/a ICE RINK EVENTS

CARSON CITY DOWNTOWN CONSORTIUM

Signature

Signature

Print Name

Print Name

Title

Title

JOINT FUNDING OF ICE RINK AGREEMENT

This Agreement (the "Agreement"), is made and effective as of this ____ day of _____, 200__, by and between the Carson City Redevelopment Authority, an agency for redevelopment organized pursuant to Chapter 279 of NRS, (hereinafter referred to as "RDA"), the City of Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as "City"), and Carson Nugget with an office located at 507 N. Carson Street, Carson City, NV 89701 (hereinafter referred to as "Carson Nugget") collectively referred to as the "Parties."

RECITALS

WHEREAS, the Carson Nugget is the owner of certain real property described as APN 3223-01 ("hereinafter referred to as "Parcel"); and

WHEREAS, the Parcel is located within the area known as Redevelopment Project Area #1, an area designated as a redevelopment area pursuant to Chapter 279 of NRS; and

WHEREAS, the Carson Nugget proposes to install, maintain and operate a seasonal ice rink (hereinafter referred to as "Improvement") that will be open to the public from December 4, 2008 thru February 16, 2009; and

WHEREAS, pursuant to NRS 279.486, the RDA has the authority, with the consent of the Carson City Board of Supervisors, to pay all or part of the cost of the construction or installation which is publicly or privately owned and located within or without the redevelopment area; and

WHEREAS, the Improvement is likely to create jobs or other business opportunities

for nearby residents, increase local revenues from desirable sources and increase levels of human activity in Redevelopment Project Area #1; and

WHEREAS, the City will be a sponsor of the activities conducted at the Improvement as such activities will provide recreational and entertainment opportunities for the citizens of Carson City;

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants contained herein, the RDA and the Carson Nugget agree as follows:

1. The RDA agrees to pay, on or before November 7, 2008, to the Carson Nugget the amount of SIXTY-SEVEN THOUSAND ONE HUNDRED DOLLARS (\$67,100) for the purpose of paying for fifty percent (50%) of the cost of the installation, maintenance and removal of the Improvement pursuant to the Agreement by and between Carson Nugget and Frozen Water, L.P., d/b/a Ice Rink Events (hereinafter referred to as "Ice Rink Events").

2. The Carson Nugget agrees to be responsible for or cause another person to be responsible for the operation and maintenance of the Improvement from December 4, 2008 thru February 16, 2009.

3. The Carson Nugget agrees that the Improvement will be operated in a manner such that the Improvement will be open to the public every day between December 4, 2008 thru February 16, 2009, weather permitting.

4. The City agrees to be a sponsor of the activities conducted at the Improvement. The City agrees to provide liability insurance coverage for the Carson Nugget, the RDA and the City covering liability that would be incurred by any of the Parties related to the activities conducted at the Improvement. The City agrees to provide property

insurance coverage to insure against damage or destruction of the equipment for the Improvement provided to the Carson Nugget by Ice Rink Events pursuant to the Agreement by and between Carson Nugget and Ice Rink Events during the term of the Agreement by and between Carson Nugget and Ice Rink Events. If required pursuant to the Agreement by and between Carson Nugget and Ice Rink Events, Ice Rink Events shall be named a certificate holder and additional insured on the policies of insurance provided by the City pursuant to the provisions of this paragraph.

5. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, the Carson Nugget shall indemnify, hold harmless and defend, not excluding the RDA's right to participate, the RDA and the City of Carson City, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Carson Nugget, its officers, employees and agents which are not covered by the liability insurance policy procured by the City pursuant to this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

6. The Parties agrees that all revenue generated by the activities conducted at the Improvement shall be divided as follows:

a. The Carson Nugget shall be entitled to reimbursement of all actual expenses relating to the installation, operation, maintenance and removal of the Improvement. The Carson Nugget shall not be entitled to any sum of money in excess of the actual expense relating to the installation, operation, maintenance or removal of the Improvement pursuant

to this subparagraph.

b. If revenue from the activities conducted at the Improvement exceeds the amount required to reimburse the Carson Nugget pursuant to subparagraph (a), the RDA shall be entitled to reimbursement of the loan made to the Carson Nugget pursuant to this Agreement, without interest.

c. If revenue from the activities conducted at the Improvement exceeds the amount required to reimburse the Carson Nugget pursuant to subparagraph (a) and the RDA pursuant to subparagraph (b), the City shall be entitled to reimbursement of any actual costs associated with the provision of a liability insurance policy and property insurance policy pursuant to this Agreement.

d. If revenue from the activities conducted at the Improvement exceeds the amount required to reimburse the Carson Nugget pursuant to subparagraph (a), the RDA pursuant to subparagraph (b) and the City pursuant to subparagraph (c), any excess revenue shall be donated to the Carson City Downtown Consortium, a non-profit entity.

7. This Agreement once accepted shall be binding on the successors and assigns to the Carson Nugget, and in the event the Carson Nugget divests any portion of its interest in the Parcel, this Agreement shall continue to be binding on any of Carson Nugget's successors and assigns.

8. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all other agreements, communications, understandings, promises, stipulations, arrangements, whether any of the same are either oral or in writing, or express or implied, between the Parties hereto with respect to the subject matter hereof. No change to or modification of this Agreement shall be valid or binding unless the same

shall be in writing and signed by a duly authorized representative of City, a duly authorized representative of the RDA and a duly authorized representative of the Carson Nugget.

9. A waiver of any provision of this Agreement shall not be valid unless such waiver is in writing and signed by the party or person to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any different provision in the future. Furthermore, the failure of a party to insist upon strict adherence to any term of this Agreement, or to object to any failure to comply with any provision of this Agreement, shall not be a waiver of that term or provision by laches. The receipt of a party of any benefit from this Agreement shall not effect a waiver or estoppel of the right of that party to enforce any provision of this Agreement.

10. If any provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable or (ii) if it cannot be so modified, be deemed not to be part of this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

11. Subject to the provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, legal representatives, administrators, successors and assigns, and wherever a reference in this Agreement is made to either of the Parties hereto such reference shall be deemed to include, wherever applicable, also a reference to the heirs, executors, legal representatives, administrators, successors and assigns of such party, as if in every case so expressed.

12. This Agreement may be executed in counterparts with the understanding that so long as each of the Parties signs one or more such counterparts, this Agreement shall have

the same force and effect as though all signatures appeared on one document. The Parties expressly agree that a facsimile signature shall be deemed to have the same validity, force, and effect as an original signature.

13. This Agreement shall be governed and construed under the laws of the State of Nevada.

In witness whereof the Parties have caused this Agreement to be effective as of the day and year of the signature of the Mayor of Carson City indicated below.

CARSON CITY, a Consolidated
Municipality of the State of Nevada

CARSON CITY
REDEVELOPMENT AUTHORITY

Marv Teixeira, Mayor

By: Robin Williamson, Chairperson

CARSON NUGGET

NAME, TITLE

Dated this ____ day of _____, 200__.

ATTEST:

Alan Glover, Clerk Recorder

APPROVED AS TO FORM:

District Attorney

Dated this _____ day of _____, 200____.