



1900 Preston Road #267 Suite 93
Plano, Texas 75093
panayi@aol.com

8308 NW 105th Street
Oklahoma City, Oklahoma 73162
dmitri.logoutine@gmail.com

August 18th 2019

To: Alexa Beasley, City of Forney Special Events Department

From: Pierre Panayi & Dmitri Logoutine

Re: City of Forney, Seasonal Ice Skating Event, Forney, Texas.

The following is a Letter Agreement (the "Agreement") between **ICE CHALLENGE ENTERPRISES, LLC (I.C.E.)** and **CITY OF FORNEY** ("Client") for construction and operation of a temporary outdoor ice rink on Client's property located at Forney Community Park, 241 S. FM 548, Forney, Texas. 75126. This Agreement will commence on the date of signing and terminate on January 05th, 2020. The following outlines the terms of the Agreement.

I.C.E. will provide the following:

70' x 45' Temporary Ice Rink

- Set-up and Removal
- 2 Staff Members on site for the duration of Ice Rink installation Dmitri Logoutine
Ice Challenge Company owner will serve as plant Technician
- Pierre Panayi will serve as Overall Project Consultant and will be available 24 hours on-call

All equipment for ice rink will be provided

- Rink piping grid System (70'x 45')
- Air-cooled chiller, pumps, hoses, and all peripheral equipment
- Glycol (secondary refrigerant)
- Perimeter Modular dasher boards (room for vinyl decal sponsor graphics inside the rink area, banners outside the rink perimeter)
- Skate/POS Trailer structure to house rental skates and POS
- Rental ice skates 300 pairs
- Skate change area with rubber floor covering (1000 sq. ft.)

- Wood-frame covering over rink header pipe
- Professional supervision for set-up and removal
- General labor for set-up and removal
- General carpentry
- Tools, equipment, and supplies for set-up/removal
- Refrigeration technician on-call 24-hours during entire term
- Liability related signage and waiver forms
- PA system Ice Stars will coordinate link with City park PA/Sound system

**Set up will begin on or after November 29th, 2019.
Rink must be operational by December 06th, 2019.**

I.C.E. will provide operation of the rink as follows:

Rink will be open to the public daily from December 06th 2019 through January 05th 2020.
30 days of operation, closed Christmas Day and Thanksgiving Day

- Hours of operation will be from:
4:00pm until 9:00pm Monday thru Thursday
4:00pm until 10:00pm Friday
12:00 noon until 10:00pm Saturday and Sunday
- **Hours of operation to be determined and approved by client.**

Client will provide:

- 3-phase, 480-volt, 300-amp continuous power source for refrigeration; 110-volt power source for skate kiosk, sound, lighting. (Client assumes and pays all electrical costs for the event.)
- 110-volt power connection should be provided at skate kiosk and the lighting poles
- Continuous water source adjacent to the rink site, including connections and meter (Client assumes and pays all water costs for the event)
- Level site (ice rink footprint) to within +- 1" on the perimeter.
- Coordination and payment of all permits and licenses required for installation and operation of the equipment and event, if required.
- Security of rink facilities, when rink is not open to the public, which may include general patrol of client's park facilities rather than a complete 24/7 security watch. Security cameras will be installed both within and outside ice rink.
- Power for food concession, if any

Client will make payments to I.C.E. as follows:

Total of \$84,698 will be paid as outlined below:

- **\$42,349 (50 %) upon the signing of this agreement. 1st payment**

In the event of cancellation by I.C.E. or I.C.E. fails to perform I.C.E.'s obligations hereunder in a timely manner, through no fault of Client, Client shall be entitled to a full refund of this deposit.

- **\$33,879 (40%) on November 15th 2019 2nd payment**
- **\$08,470 (10%) on December 20th 2019 3rd payment (Final Payment)**

Compliance with Law: Client will fully comply with all applicable local, state and federal ordinances, codes, laws and regulations in connection with the Client's activities under this Agreement. I.C.E. will fully comply with all applicable local, state and federal ordinances, codes, laws and regulations in connection with the responsibilities of I.C.E. hereunder.

Assignments: Neither party's rights and obligations hereunder may be transferred or assigned and any attempted assignment by either party shall be void and of no effect.

Binding Effect: This Agreement shall be binding upon, apply and insure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Applicable Laws: This Agreement shall be governed by, construed and enforced in accordance with the laws of Texas, excluding any conflict of law or rule which would refer construction to the laws of any other jurisdiction.

Agreement Constitutes Entire Agreement: This instrument contains all terms, provisions and agreements between the parties hereto concerning the subject matter set forth herein and oral conditions or understandings at variance with or in addition hereto are void and of no effect. No oral or written communications will be effective to alter, amend or terminate this Agreement unless in writing and signed by duly authorized representatives of the parties hereto.

Bankruptcy, Insolvency, Etc.: If either party is declared insolvent or bankrupt, or if a trustee in the bankruptcy or a receiver is appointed for either party, then and upon the happening of any of these events, non-bankrupt party may at its option immediately, with notice terminate and cancel this Agreement.

No Partnership or Joint Venture: Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating a relationship of (i) principal and agent, (ii) a partnership, or (iii) a joint venture between the parties hereto; it being understood and agreed that neither any provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto except as independent contractors.

Notices: Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with a trackable overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

If to I.C.E.: Ice Challenge Enterprises, LLC
3309 E Simmons Rd
Edmond, Oklahoma 73034
Attention: Dmitri Logoutine

****Please note new Corporate Address****

If to Client: City of Forney
241 South F.M. 548 P.O. Box 826
Forney, Texas 75126
Attention: Alexa Beasley

With a copy to:
City of Forney, City Attorney
P.O. Box 826 Forney, Texas 75126

The addresses for notices may be changed by written notice given to the other party as provided above.

Counterparts. This Agreement and any attachments thereto may be executed in counterparts and all such counterparts shall constitute one agreement binding on both of the parties.

Severability. Should one or more of the provisions of this Agreement be determined to be illegal or unenforceable, the other provisions nonetheless shall remain in full force and effect. The illegal or unenforceable provisions or provisions shall be deemed amended to conform to applicable laws so as to be valid and enforceable if such an amendment would not materially alter the intention of the parties.

Insurance. I.C.E. LLC agrees, to provide an event liability insurance policy of \$1,000,000 per occurrence. The City of Forney will be listed as an additional insured. The certificate of insurance will be provided to the City of Forney by December 06, 2019.

Indemnification by Client. To the extent allowed by law, Client shall indemnify, defend and hold I.C.E. harmless against and from any and all claims, lawsuits, losses, damages, expense, liabilities or penalties which arise from, or relate to Client's obligations under this Agreement and the negligent or willful acts or omissions of Client, its employees, agents, or contractors in connection with Client's obligations under this Agreement.

Indemnification by I.C.E. I.C.E. shall indemnify, defend and hold Client harmless against any and all claims, lawsuits, losses, damages, expense, liabilities or penalties which arise from, or relate to I.C.E.'s obligations under this Agreement, including, but not limited to, installation and removal of the ice rink and equipment, as well as the design, manufacture, delivery, repair and/or replacement of equipment or the use of the ice rink, and the negligent or willful acts or omissions of I.C.E., its employees, agents, or subcontractors arising out of to I.C.E.'s obligations under this Agreement, including, but not limited to, installation and removal of the ice rink and equipment, as well as the design, manufacture, delivery, repair and/or replacement of equipment or the use of the ice rink.

Default. Any and all provisions in the Agreement with reference to default on the part of Client, are subject to I.C.E. (i) providing Client written notice of the existence of any such default, and (ii) permitting Client three (iii) business days after receipt of the notice in which to cure such default prior to I.C.E. exercising any of its remedies provided under the Agreement or by law.

Force Majeure. Neither Client nor I.C.E. shall be required to perform any term, condition, or covenant in the Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, or any other cause not reasonably within the control of the affected party and which by the exercise of due diligence of the affected party, that party is unable, wholly or in part, to prevent or overcome.

Weather. In the event of rink closure or adjusted rink opening times due to abnormal weather conditions, specified in Exhibit A, attached hereto and incorporated by reference herein. I.C.E. LLC, will not be liable for any financial losses incurred.

Repairs. I.C.E. shall be responsible to make all needed repairs to the ice rink and/or equipment and shall be responsible for the costs of the repairs unless the repairs are due to the negligence of Client, its employees, agents, or contractors, in which event, I.C.E. may charge Client for the reasonable cost of repairs. I.C.E. agrees to make any and all repairs necessary for the use of the ice rink in an expedient manner.

If both parties agree to all the terms outlined in this Agreement, please sign below:

**If you have any questions or concerns, please call directly: Pierre Panayi at (972) 849-8124
Dmitri Logoutine at (405) 274-6892**

Agreed to on the _____ day of _____, 2019 by:

_____ **Dmitri Logoutine, Ice Challenge Enterprises, LLC**

_____ **Tony Carson, City Manager, City of Forney, TX**

EXHIBIT A: WEATHER

Abnormal Weather Conditions:

- A. Prolonged wind from the South with speeds exceeding 23 mph
- B. 100% Humidity/Rain
- C. Temperatures exceeding 72 degrees Fahrenheit

To secure this proposal, an agreement between City of Forney and ICE LLC must be signed on or before September 14th, 2019.

We look forward bringing this unique, seasonal event back to the community of Forney, during the 2019 holiday season.

If you have any questions do not hesitate to contact Pierre Panayi at: (972)-849-8124

Respectfully,

ICE CHALLENGE ENTERPRISES



**Dmitri Logoutine
Owner/Operator**

ICE STARS COMPANY LLC

Pierre Panayi

**Pierre Panayi
President & Owner**