1. **administrative items**
   a. Approval of Minutes from November 14, 2011

2. **action items**
   a. 4th Annual Winter in the Park Holiday Ice Rink

3. **informational items**

4. **new business items**

5. **adjournment**

---

**appeals & assistance**

“If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.” (F. S. 286.0105).

“Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-599-3277) at least 48 hours in advance of the meeting.”
Subject
Approval of Minutes from November 14, 2011

motion | recommendation
Recommnend approval of minutes from the November 14, 2011 CRA Agency meeting.

background

alternatives | other considerations

fiscal impact

strategic objective
The meeting of the Community Redevelopment Agency was called to order by Mayor Kenneth Bradley at 2:34 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

**Members present:**
- Mayor Kenneth Bradley
- Commissioner Steven Leary
- Commissioner Sarah Sprinkel
- Commissioner Carolyn Cooper
- Commissioner Tom McMacken
- Orange County Representative Frank DeToma

**Also present:**
- City Manager Randy Knight
- CRA Attorney Anthony Garganese
- Deputy City Clerk Michelle Bernstein
- CRA Director Dori DeBord
- Assistant CRA Director Peter Moore

1. **Administrative Items**

   Motion made by Commissioner McMacken to approve the minutes of July 25, 2011; seconded by Representative DeToma. The motion carried unanimously with a 6-0 vote.

2. **Action Items**

   A. **Approval of TIE Program Contract with Ruth’s Hospitality Group, Inc.**

   Assistant CRA Director Peter Moore provided background on the TIE program and the grant request made by Ruth’s Hospitality Group, Inc. for assistance with their home office relocation. The request is for $99,000 which is to be paid over 5 years through the CRA/City Targeted Industry Enhancement Program (TIE).

   Ruth’s Hospitality Group, Inc. (RHGI) formerly located in Heathrow, Florida moved their national corporate headquarters to 1030 W. Canton Avenue, Winter Park, adding 66 new high-wage jobs and occupying 21,000 s.f. of vacant office space. RHGI plans to remain in Winter Park in excess of 10 years and plans to spend $400,000 in capital improvements over the next 3 years.

   Mr. Moore explained that in February of 2011 the CRA Agency voted to allocate $100,000 from the QTI budget to fund the TIE Program in anticipation of RHGI’s relocation deliberations. Funding for the program is paid over a 5 year term or $19,800 annually and requires an annual report from the applicant to show that wage and job levels are maintained. Money has already been budgeted and will not affect year-end reserve calculations. Mr. Moore noted that RHGI is dedicated to giving back to the community and is a major supporter of Habitat for Humanity and a sponsor of the Winter Park Ice Rink.

   Motion made by Commissioner Sprinkel to approve the TIE program contract with Ruth’s Hospitality Group, Inc.; seconded by Commissioner McMacken.

   Upon a roll call vote Mayor Bradley and Commissioners Leary, Sprinkel, McMacken, Cooper and Representative DeToma voted yes. The motion carried unanimously with a 6-0 vote.

   Mr. Moore answered questions of the Commission regarding the TIE program guidelines.
Commissioner Cooper indicated that she would like to look at both the TIE and QTI program history and guidelines and for staff to look at the aggregate versus average regarding jobs.

**Motion made by Commissioner Cooper that they put this request on an upcoming agenda. Motion failed for lack of a second.**

Commissioner McMacken recommended that staff look at this item and share their findings with the agency.

CRA Director, Dori DeBord advised that staff has information on the TIE and QTI programs and recommended emailing the information to them for their review. The agency agreed with this recommendation.

3. **Informational Items**

No items to address.

4. **New Business items**

No items to address.

The CRA Agency meeting adjourned at 2:46 p.m.

________________________
Chairman Kenneth W. Bradley

ATTEST:

_____________________________
City Clerk Cynthia S. Bonham
Subject 2A
4th Annual Winter in the Park Holiday Ice Rink

motion | recommendation
Approve funding the 4th Annual Winter in the Park Holiday Ice Rink with $180,000 in unencumbered CRA funds.

Background
Following the survey efforts of America’s Research Group which indicated a desire for more “family friendly” events in the downtown area, the Winter in the Park Ice Rink event was developed.

For three years the CRA of Winter Park has funded this event which provides residents and visitors a vibrant and unique opportunity to visit and shop in Winter Park’s downtown core during the crucial holiday season. Last year’s event brought in over 14,000 skaters, a 14% increase over the prior year and resulted in over a quarter million dollars in spending in downtown shops and restaurants.

Skater and Merchant surveys were completed as part of the event and provided valuable feedback as to the quality of the event, demographics of the participants, and impact on downtown businesses. Overwhelmingly visitor and merchant surveys support the continued tradition of the Winter in the Park event. With over 97% of visitor surveys expressing delight or satisfaction of the event and 80% of merchant responses stating the event was positive for the downtown. The merchant survey results and a copy of the presentation outlining last year’s event and recommendations for moving forward this year are attached.

Staff is proposing to start the event November 16, 2012 and end on January 6, 2013 and the event will be managed by Magic Ice USA the operator for the last three years’ events and owned by a Winter Park resident. A draft of the contract that will go to the City Commission at the May 14, 2012 meeting has been attached for information purposes.

Staff has reached out to last year’s sponsors and is working to confirm their support for this upcoming year. Most of last year’s sponsors have indicated interest in continuing.
The CRA Advisory Board approved this item unanimously at their public meeting on April 26, 2012 meeting. They did remind staff to continue to look at items such as noise, parking and sponsorship rewards programs as the 2012 Winter in the Park event is developed.

alternatives | other considerations

Discontinue the event

fiscal impact

The event costs about $180,000 in upfront expenses and last year came close to breaking even with a less than $5,000 loss. Staff has incorporated a $10,000 loss as part of its budgeting process for the FY 2013 year but anticipates the event to continue to grow in both attendance and sponsorship. Currently the CRA has approximately $750,000 in estimated unencumbered funds for FY 2012 year-end.

Bids were solicited from other companies to provide ice rink services but both came in well above the Magic Ice contract at approximately $93,000 (actual contract is $85K but we have approximately $8K in negotiated profit share and concession arrangements).

Ice Anywhere - $135,000
Everything Ice - $123,699

strategic objective

Promotes the marketing and brand awareness of the downtown, drives residents and visitors to the downtown area, and provides a family friendly event contributing to Winter Park’s exceptional reputation for quality of life.
Winter in the Park 2011

A Holiday Tradition

Event Summary and Financial Results

Presented by Economic Development/CRA
Winter in the Park 2011

Overview

General Overview

- Total Skaters: 14,290 (14% increase over prior year period)
- Professional management handled by Magic Ice USA
- Major sponsors of Florida Hospital, Florida Hospital for Children, Rollins College, Ruth’s Hospitality Group, and the Department of Health.
- Media sponsors of Mix 105.1, Sunny 105.9, Orlando Sentinel, and Local Channel 6
- Over $18,000 from participating dasher board sponsors
- Record participation in the Holiday Window Contest and Wristband Promotion
- Cost of approximately $3,000
- Economic Impact of $165,000 – $323,000 in direct spending in downtown businesses during the Holiday season
## Winter in the Park 2011

### Financial Results

#### Budgeted Estimate

<table>
<thead>
<tr>
<th>Revenue &amp; Expenditures</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skating, Merchandise, and Private Party Sales (less sales tax)</td>
<td>$115,590</td>
<td>$127,149</td>
<td>$127,149</td>
</tr>
<tr>
<td>Sponsorship &amp; Concession Sales</td>
<td>$46,000</td>
<td>$46,000</td>
<td>$56,000</td>
</tr>
<tr>
<td>Total Expenditures (w 5% contingency)</td>
<td>$180,448</td>
<td>$180,448</td>
<td>$180,448</td>
</tr>
<tr>
<td>Est. Profit/Loss</td>
<td>$(18,858)</td>
<td>$(7,299)</td>
<td>$2,701</td>
</tr>
</tbody>
</table>

#### Actual

<table>
<thead>
<tr>
<th>Revenue &amp; Expenditures</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skating, Merchandise, and Private Party Sales (less sales tax)</td>
<td>$120,453</td>
</tr>
<tr>
<td>Sponsorship &amp; Concession Sales</td>
<td>$54,890</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$178,157</td>
</tr>
<tr>
<td>Actual Profit/Loss</td>
<td>$(2,814)</td>
</tr>
</tbody>
</table>

Results were closest in-line with our “best case” scenario 3.
Winter in the Park Cumulative Admissions 2009-2011

Cumulative Admissions 2009
Cumulative Admissions 2010
Cumulative Admissions 2011

Groupon Advertisement Placed
Winter in the Park 2011

Sponsors

✓ $50,000 in Sponsorships
  ✓ Winter Park Memorial Hospital - $10,000
  ✓ Florida Hospital for Children - $8,000
  ✓ Rollins College - $5,000
  ✓ Ruth’s Hospitality Group - $5,000
  ✓ Department of Health - $3,400
  ✓ Dasher board sponsors - $18,500

✓ In-Kind Sponsors
  ✓ Radio: Mix 105.1 & Sunny 105.9
  ✓ Orlando Sentinel
  ✓ Local Channel 6
Skater Survey Results:
- 44% of respondents were new to the event
- 97.3% of respondents were Delighted or Satisfied with the event
- Word-of-Mouth and Friends and Family (28%), followed by Orlando Sentinel (12%), Drive-bys (10%), Park Press and Radio (5% each) were the most mentioned advertisement methods.
- 86% of respondents planned to shop or dine, substantial increase over last year’s 61% figure.
- Minimum of $165K – $323K in planned spending downtown

Demographics:
- Primarily Winter Park and Maitland zip codes (38%)
- Predominately of the ages 31-50 (61%)
- Mostly female (72%)
- Household income above $75K (51%); income above $100K (36%)
- Race: White (81%), Hispanic (11%), Asian (5%)
Winter in the Park 2011
Survey Graphs

Feelings About the Visit

<table>
<thead>
<tr>
<th></th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delighted</td>
<td>69.6%</td>
<td>69.5%</td>
</tr>
<tr>
<td>Satisfied</td>
<td>27.7%</td>
<td>26.7%</td>
</tr>
<tr>
<td>Neutral</td>
<td>1.8%</td>
<td>1.9%</td>
</tr>
<tr>
<td>Disappointed</td>
<td>0.0%</td>
<td>1.0%</td>
</tr>
<tr>
<td>Blank</td>
<td>0.9%</td>
<td>1.0%</td>
</tr>
</tbody>
</table>
Winter in the Park 2011
Survey Graphs

Household Income (in $1,000s) of Respondent - WIP 2011

-35: 11.4% 11.1%
36-50: 20.5% 25.0%
51-75: 17.0% 13.9% 14.8%
76-100: 33.3% 17.0%
101-150: 17.0% 0.0%
151+: 19.3% 16.7%
Response to Advertising: Awareness of Event by Marketing Channel - WIP 2011

- Word of Mouth: 9.0%
- Drive By: 10.2%
- Orlando Sentinel: 12.0%
- Friends/Family: 18.7%
- Other: 11.4%
- Park Press: 4.8%
- Radio: 4.8%
- City's Website: 4.2%
- Utility Bill: 4.2%
- Observer: 3.6%
- TV: 3.6%
- Other-Groupon: 3.6%
- Winter Park Home: 3.0%
- Our Town: 2.4%
- Winter Park Magazine: 1.8%
- Facebook: 1.2%
- Signs: 0.6%
- Other-Return Customer: 0.6%
- Other: 0.0%
- Return Customer: 0.0%
- Orwin Manor: 0.0%
- Sweetwater: 0.0%
- City's Website: 0.0%
- Park Press: 0.0%
- Utility Bill: 0.0%
- Observer: 0.0%
- TV: 0.0%
- Radio: 0.0%
- Our Town: 0.0%
- Winter Park Magazine: 0.0%
- Facebook: 0.0%
- Signs: 0.0%
- Other-Return Customer: 0.0%
- Other: 0.0%
Percent of Respondents that Indicated they Would Participate in the Following Activities - WIP 2011

<table>
<thead>
<tr>
<th>Activity</th>
<th>2011</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Museums</td>
<td>0.0%</td>
<td>3.8%</td>
</tr>
<tr>
<td>Shop</td>
<td>14.3%</td>
<td>23.2%</td>
</tr>
<tr>
<td>Dine</td>
<td>38.1%</td>
<td>61.0%</td>
</tr>
<tr>
<td>Shop or Dine</td>
<td>41.9%</td>
<td>85.7%</td>
</tr>
<tr>
<td>Shop and Dine</td>
<td>35.7%</td>
<td>19.0%</td>
</tr>
<tr>
<td>Shop, Dine, and Museums</td>
<td>5.4%</td>
<td>2.9%</td>
</tr>
</tbody>
</table>
Planned Spending in the Downtown by Respondents- WIP 2011

- Blank: 7.1% (2011), 20.0% (2010)
- 0-20: 15.2% (2011), 26.7% (2010)
- 21-50: 37.5% (2011), 23.8% (2010)
- 101+: 13.4% (2011), 7.6% (2010)
Winter in the Park 2011
Recommendations for 2012

1) Pursue longer term contract with Magic Ice
2) Expand local merchant participation options
3) Promote programs and sponsors at POS
4) Increase special event nights
5) Consider bulk advertising of dasher sales
6) Improve the sponsor experience (projection system)
7) Upgrade speaker system
8) Provide handicap and valet parking
9) Time Groupon release at beginning of event

Looking Forward:
1) Continue to see organic growth in attendance (est. 5-10%)
2) Increase sponsorship funding (est. 10%, or +$5,000)
3) Expand tent rental for special events (est. 200% increase, or +$2,000)
4) Maintain 7 week schedule of 1 week prior to Thanksgiving through 1st week of January.
## 2011 Winter in the Park Merchant Survey Results

| Do you believe this event had a positive impact in Downtown Winter Park? | Comments: | Did your business receive phone or in-person inquiries about this event? | Do you feel that the Winter in the Park Holiday Ice Rink helped your business during the Holiday season? | Comments: | Did your business experience an increase, decrease, or no change in sales over the 2011 Holiday season? | If an increase, how much of an increase (estimate)? | Did your business participate in the Winter in the Park Ice Rink wristband discount promotion? | If so, did your business experience an increase, decrease, or no change in sales by participating in the wristband discount promotion? | Comments: | List any specific ways your business would be willing to participate in the 2012 Winter in the Park Ice Rink | If this event were to continue next year, would you like to be notified of sponsorship and marketing opportunities? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Yes | No, Unsure | We know that it affected parking and we know that we lost business due to some of our main clientele having to find a spor. | Increase | >20% | No | No Change | Yes | No, Unsure | Yes | No Change | Yes | No |
| Yes | Yes, some help | Yes, some help | Increase | 0-5% | Yes | No Change | Yes | No Change | Yes | No Change | Yes | Yes |
| Yes | No, Unsure | We saw more people. And your partnering with various publicity channels also brought in more people. | No Change | No Change | No Change | Yes | No Change | Yes | No Change | Yes | Yes |
| Yes | Yes, very much | Yes, very much | Increase | 6-10% | Yes | Increase | Yes, we would like to see more participation. | Inside the rink | Yes | Yes | Yes |
| Yes | No change | No change | Decrease | Yes | Decrease | Yes | Yes | Yes | Yes | Yes | Yes |
| Yes | Yes, some help | Yes, some help | No Change | No Change | No Change | Yes | No Change | Yes | No Change | Yes | Yes |
| Yes | No, Unsure | No, Unsure | Increase | 10-20% | No | No Change | Yes | No Change | Yes | No Change | Yes | Yes |
| No | No, Unsure | No, Unsure | Decrease | Yes | No Change | Sure | No, Unsure | Yes | No Change | Yes | No |
| Yes | Yes, some help | Yes, some help | Increase | >20% | Yes | No Change | Yes | No Change | Yes | Yes | Yes | Yes |
| Did your business distribute fliers, brochures or other promotional materials in association with this event or activity? | If this event continues next year, would you be willing to distribute marketing material to customers and post notices in your business? | What would best describe your type of business? | What changes or recommendations do you have regarding the best way to bring customers to your business in cooperation with the Winter in the Park Ice Rink Event? | Please provide any further comments or opinions regarding the event. | Business Name: | Business Address: | Contact Name: | E-Mail address: | Comments:
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Yes</td>
<td>Retail</td>
<td>Printing correct business hours in the holiday brochure!</td>
<td>Please read the holiday guide before it is sent out!</td>
<td>152 S Park Ave</td>
<td>David Blumberg</td>
<td><a href="mailto:david@beaconpark.com">david@beaconpark.com</a></td>
<td>I LOVE anything that brings people and culture to the avenue so it's all positive but lack of parking did have an impact upon our business the 2 weeks leading up to Christmas.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>No</td>
<td>Retail</td>
<td>Diner... not sure</td>
<td></td>
<td>Be On Park</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Lighten up!</td>
<td></td>
<td>141 19th Ave</td>
<td>Shaun Jenkins</td>
<td><a href="mailto:shajenjekins@gmail.com">shajenjekins@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Broadway Bicycles</td>
<td></td>
<td>141 19th Ave</td>
<td>Erin Deaneer</td>
<td><a href="mailto:erin@broadwaybicycleswinterpark.com">erin@broadwaybicycleswinterpark.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Yes</td>
<td>Restaurant/Cafe</td>
<td>more publicity inside the ring. Maybe a photo of various merchants offering promotions</td>
<td>Since parking is a big issue, it would be nice to see some additional parking</td>
<td>North End</td>
<td>Raj Patel</td>
<td><a href="mailto:raj13n@hotmail.com">raj13n@hotmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Rosy Way's Roost</td>
<td></td>
<td>515 Park Ave. N. Suite 216</td>
<td>Linda or Tonia Schenkel</td>
<td><a href="mailto:nwrostos@gmail.com">nwrostos@gmail.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Interlace</td>
<td></td>
<td>119 East 20th St</td>
<td>Melanie Vanderweide</td>
<td>Winterparkadventuresandmore.com</td>
<td>It doesn't add anything to our business that I see... we had a lot of customers complaining about lack of parking because of the ice rink... I think it is a lovely idea but may not be in such prime space so close to the shops on the avenue... perhaps Marshall Sq.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>No</td>
<td>Retail</td>
<td>More free valet parking... we had customers driving around and couldn't find parking... very frustrating.</td>
<td>I think it should be moved to the park in Manhattan Square.</td>
<td>152 Park Avenue South</td>
<td>Jarek</td>
<td><a href="mailto:jarek@beaconpark.com">jarek@beaconpark.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Put the rink in Central Park</td>
<td>This is a fantastic community event. Not sure it brings any additional sales to my retail store as no one redeemed our promotion with their wristband which was disappointing, but it is a wonderful community building event which I enthusiastically support.</td>
<td>356 Park Avenue South</td>
<td>Julie van Wees</td>
<td><a href="mailto:Thedipstervenue@yahoo.com">Thedipstervenue@yahoo.com</a></td>
<td>As I stated previously, I believe this to be a fantastic community building event which I enthusiastically support, but am not convinced it adds actual sales. We participated in the wristband promotion and no one brought them into the store to be redeemed. This was surprising and disappointing. I wonder if the participants were made aware of this opportunity in a way that was clear and direct. I do hope the event continues next year. It would be tremendous if it was moved to Central Park as I believe this would bring patrons directly onto the stores after they were finished skating.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


<p>| Do you believe this event had a positive impact in Downtown Winter Park? | Comments: | Did your business receive phone or in-person inquiries about this event? | Did you feel that the Winter in the Park Holiday Ice Rink helped your business during the holiday season? | Comments: | Did your business experience an increase, decrease, or no change in sales over the 2011 holiday season? | If an increase, how much of an increase? (estimate) | Did your business participate in the Winter in the Park Ice Rink wristband discount promotion? | Comments: | List any specific way your business would be willing to participate in the 2012 Winter in the Park Ice Rink | If this event were to continue next year, would you like to be notified of sponsorship and marketing opportunities? |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Yes | Yes | No | Yes, some help | Increase | 5-10% | No | No Change | Comments: | I didn't get any direct inquiries or comments about it. Because our work is so centered in Winter Park the spending appetites were valuable even if I didn't see any immediate benefits. | Yes | No |
| Yes | No | No | No Change | No Change | Yes | No Change | Comments: | If interested in the wristband promotion. I don't recall hearing about it. Overall, it think it's a great event for Winter Park and intend to continue to advertise in it. | Yes |
| Yes | No | No | No change | No Change | Yes | No Change | Comments: | We tried the wristband promo, giving 10% off the guest check. We had one customer (6 of 2) come to redeem. Used hoping for a little better than that. | Yes |
| Yes | No | Unsure | Increase | 10-20% | No | No Change | Comments: | It certainly did not enhance any of our business. We sell women's apparel and jewelry and did not get any business from those attending the rink. | Yes |
| Maybe | No | Negative effect | Decrease | Yes | No Change | Comments: | Nothing ever came in for the promotion! Not interested! | No |
| No | No | No change | No Change | No | No Change | Comments: | If there were not coming to my store saying they were coming b/c of the ice rink. | No |
| Yes | No | No change | Increase | 5-10% | No | No Change | Comments: | Yes | No |
| Yes | Yes | Yes, some help | No Change | No Change | No | No Change | Comments: | Yes | No |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Unsure</th>
<th>Yes</th>
<th>Retail/Cafe</th>
<th>Skofield Homes</th>
<th>118 West Constock Ave</th>
<th>Winter Park, FL 32789</th>
<th>John Skofield</th>
<th><a href="mailto:John@skofield.com">John@skofield.com</a></th>
<th>Overall, a great event that should be promoted. Thanks for all your work! John</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Yes</td>
<td>Real Estate</td>
<td>Skofield Homes</td>
<td>118 West Constock Ave</td>
<td>Winter Park, FL 32789</td>
<td>John Skofield</td>
<td><a href="mailto:John@skofield.com">John@skofield.com</a></td>
<td>Overall, a great event that should be promoted. Thanks for all your work! John</td>
<td></td>
</tr>
<tr>
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<td>Unsure</td>
<td>Retail/Cafe</td>
<td>Skofield Homes</td>
<td>118 West Constock Ave</td>
<td>Winter Park, FL 32789</td>
<td>John Skofield</td>
<td><a href="mailto:John@skofield.com">John@skofield.com</a></td>
<td>Overall, a great event that should be promoted. Thanks for all your work! John</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td>Unsure</td>
<td>Restaurant/Bar</td>
<td>Dexter's of Winter Park</td>
<td>558 West New England Ave</td>
<td>Winter Park, FL 32789</td>
<td>Adrian Mann</td>
<td><a href="mailto:dexter@hanslin.com">dexter@hanslin.com</a></td>
<td>Possibly drew people away from my business. Only one weekend promo visit.</td>
<td></td>
</tr>
<tr>
<td>Do you believe this event had a positive impact in Downtown Winter Park?</td>
<td>Comments:</td>
<td>Did your business receive phone or in-person inquiries about this event?</td>
<td>Comments:</td>
<td>Did you feel that the Winter in the Park Holiday Ice Rink helped your business during the Holiday season?</td>
<td>Comments:</td>
<td>Did your business experience an increase, decrease, or no change in sales over the 2011 Holiday season?</td>
<td>If so, did your business experience an increase, decrease, or no change in sales by participating in the wristband discount promotion?</td>
<td>Comments:</td>
<td>List any specific ways your business would be willing to participate in the 2012 Winter in the Park Ice Rink</td>
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<tr>
<td>Yes</td>
<td>No</td>
<td>Unsure</td>
<td>Decrease</td>
<td>5-10%</td>
<td>Yes</td>
<td>No Change</td>
<td>We didn't have a single request for the wristband discount</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>No change</td>
<td>Decrease</td>
<td>Yes</td>
<td>Multiple folks took advantage of the merchant-offered discount when showing your wristband</td>
<td>Yes</td>
<td>Increase</td>
<td>Wristband promotion, posters, F9</td>
<td>Yes</td>
</tr>
<tr>
<td>Yes</td>
<td>Yes, very much</td>
<td>Not only traffic, but also awareness of a family-friendly, family-oriented area.</td>
<td>Increase</td>
<td>10-20%</td>
<td>Yes</td>
<td>Increase</td>
<td></td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Did your business distribute fliers, brochures or other promotional materials in association with this event or activity?</td>
<td>If this event continues next year, would you be willing to distribute marketing material to customers and post notices in your business?</td>
<td>What would best describe your type of business?</td>
<td>What changes or recommendations do you have regarding the best way to bring customers to your business in cooperation with the Winter in the Park Ice Rink Event?</td>
<td>Please provide any further comments or opinions regarding the event.</td>
<td>Business Name</td>
<td>Business Address</td>
<td>Contact Name</td>
<td>E-Mail address</td>
<td></td>
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<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Harding Anti-Aging Center</td>
<td>Kendra Davies</td>
<td><a href="mailto:kendra@hardingantialging.com">kendra@hardingantialging.com</a></td>
<td></td>
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<td>No</td>
<td>No</td>
<td>Health Care</td>
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<tr>
<td>Yes</td>
<td>Yes</td>
<td>Retail</td>
<td>Earth Inspired Living</td>
<td>Linda Semmler</td>
<td><a href="mailto:earthinspired@gmail.com">earthinspired@gmail.com</a></td>
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WINTER PARK HOLIDAY ON ICE
EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT

THIS EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT ("Agreement") is entered into this ___ day of ______________, 2012 by and between Magic Ice USA, Inc., a Florida corporation ("Magic") whose address is 10364 SW 128 Terrace, Miami, Florida 33176, and the City of Winter Park, a Florida municipal corporation ("City") whose address is 401 Park Avenue South, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the City desires to install a tented ice rink in Central Park for the Winter Holiday Season; and

WHEREAS, Magic represents and warrants that it has the expertise and ability to install, and remove a temporary ice skating rink and to safely and reasonably operate and maintain the temporary ice skating rink under the terms and conditions stated herein; and

THEREFORE, in consideration of the mutual promises and benefits contained herein, the adequacy and receipt of which is acknowledged by both parties to this Agreement, Magic and City agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby expressly incorporated into this Agreement.

2. **Scope of Services – Generally Provided by Magic.**

   a. Magic shall provide to City all of the Equipment and personnel that are necessary to install, maintain, operate, manage, and remove a temporary tented ice skating rink in the West Meadow of Central Park located on New York Avenue, as more specifically described hereunder. Said rink shall be operated during the holiday season from November 16, 2012 through January 6, 2013. The rink management services shall be as provided on Exhibit “A,” which is attached hereto and incorporated herein by this reference.

   b. Magic shall take sole and absolute responsibility of managing, operating, and maintaining the ice rink on a daily basis and will provide general liability insurance coverage, as more specifically provided herein, to protect against any damages and indemnification claims arising out of, or related to the managing, maintenance and operation of the ice skating rink.

3. **Equipment Provided by Magic.** The ice Equipment rental which shall be provided by Magic under this Agreement shall include, but not be limited to:

   a. A 54’x76’ ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
b. 200 horsepower air-cooled refrigeration system and pump; suitable for making ice.
c. Ice maintenance tools.
d. Insulation and/or vapor barriers.
e. Module dasher board and railing system.
f. Secondary refrigerant cooling liquid.
g. Ice painting equipment and supplies.
h. A minimum of 300 pairs of rental skates of various sizes.
i. 500 square feet of rubber flooring.
j. Transformer to convert from 480 volt/250 amp to 208 volt/1000 amp.

(collectively “Equipment”). City acknowledges the Equipment being leased pursuant to this Agreement may be used Equipment. However, at all times, Magic represents and warrants that the Equipment shall be in good working order and shall operate and perform for its intended purpose.

4. **Additional Services Provided by Magic.** Magic will also provide the following services:

a. Except as otherwise provided herein, all tools, supplies and Equipment necessary for installation and removal of the Equipment.
b. Magic shall provide training to any employees or contractors hired to maintain and operate the ice rink.
c. All transportation and freight to and from installation site.
d. Professional installation supervisor.
e. Professional refrigeration technician at installation and as needed to make any repairs.
f. Laborers to assist with installation and removal, which is estimated to take approximately six (6) days for installation and six (6) days for removal.
g. Travel expenses for all out-of-town professional personnel for installation and removal.
h. Day-to-day professional management of the ice rink.
i. Day-to-day operating personnel.

5. **Items Provided by City.** City, at City’s expense, is required to provide the following at site prior to installation of the Equipment:

a. Connection to a power source to achieve continuous three-phase, 208-volt, 1000 amp, electric capacity for connection to refrigeration system.
b. Access to 110-volt power for tools etc.
c. Electrician at site during installation to make all electrical connections to refrigeration unit.
d. Refrigeration system designated location in the closest position to the rink possible; however, no more than 50 feet from the rink.
e. Protection of the hoses from the rink to the refrigeration unit via wood frame enclosure or other protection reasonably acceptable to Magic.
f. Graphic or cosmetic enhancement of the ice skating rink, if desired.
g. A wood-frame cover and trim boards over the header manifold along one end of the rink in order to protect header manifold.
h. All equipment needed to unload, position, and load Equipment at site, including without limitation a 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement) and any other equipment reasonably required by Magic.

i. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.

j. Adjacent parking for technicians and supervisors during installation and removal periods.

k. Water supply adjacent to the site.

l. Safety equipment to include without limitation first aide, traffic cones, and barricades as needed.

m. Any local permits and licenses required to install and/or operate the facilities.

n. Ticket and skating booth, if desired.

o. Any and all warming or convenience tents, if desired.

p. All appropriate signage.

q. All appropriate adjacent amenities to complete the facility including without limitations skate change deck, benches, rubber floor coverings in addition to what Magic provides (if necessary), outdoor carpeting, containment around rink facilities via picket fences, etc.

r. Ambient lighting, special effects lighting, if desired, sound system, public address system.

s. Operational items, which include but are not limited to first aid kit, cash control, janitorial, etc.

t. Security for skates and all other equipment on site.

u. City shall provide manpower, as specified in this Agreement, for unloading Equipment, positioning Equipment at site and loading Equipment for removal; and for providing all equipment necessary to accomplish the same.

v. A laser leveled site on which to install the ice rink, via sandbox or platform.

6. **Term; Installation; Hours of Operation.** The term of the rental is from November 10, 2012 to January 12, 2013, which includes an anticipated period of six (6) days for installation and six (6) days for removal. Hours during which installation and removal of equipment may occur will be restricted to 8 a.m. to 9 p.m. to reduce neighborhood disturbances. Operational days shall be November 16, 2012 through January 6, 2013. Unless otherwise mutually agreeable between the parties in writing, the ice rink will be open to the public from 3 p.m. to 9 p.m., Monday through Thursday; 3 p.m. to 10 p.m. on Friday; 10 a.m. to 10 p.m., on Saturday; and 12 p.m. to 8 p.m. on Sundays. Use of the ice rink will be scheduled to coincide with City sponsored special events occurring in Central Park and on Park Avenue including, but not limited to, tree lighting and holiday parade. Additional hours may also be scheduled to accommodate special rental and private parties and events, as well as extended skating hours during school holidays. While Magic will use reasonable efforts to install and remove within the time period above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. Magic represents and warrants that they will
attempt to correct all delays as quickly as possible; however, Magic will not be liable for any damages for delay in installation and removal. Furthermore, during the period of actual operation of the ice skating rink, temperature and humidity may affect the condition of the ice and mechanical problems may affect the Equipment and usability of the rink. Magic will diligently repair said conditions and cure such problems as quickly as possible; however, Magic is not liable for delays or for periods of time in which the rink is not suitable for skating due to weather or mechanical problems. However, in the event the rink is not suitable for skating on any particular day due to Magic’s negligence, Magic agrees that the rental term shall be extended one day for each day that the rink is not suitable for skating at no additional cost to the City, provided the rental terms shall not be extended by more than three additional days unless mutually agreed to by the parties in writing.

7. **Responsibility for Equipment; Repairs.**

   a. Magic shall be responsible for the Equipment at all times during the term of this Agreement, except if the Equipment must be repaired due to the negligence of or misuse by City or City’s employees. As such, Magic is responsible to repair the Equipment on an as needed basis unless the repair is necessary due to a cause for which City is responsible, in which event, Magic may seek reimbursement from the City for any incurred charges to repair the Equipment.

   b. City further understands that in the event repair to Equipment is needed, that Magic would be sending repair technicians from a different location, which can cause additional delay. To the extent that Equipment repairs are needed because of the misuse of the Equipment by the City or due to the negligence of the City, the City will be responsible to provide lodging at a clean, medium priced hotel in close proximity to the rink site for technicians during repair periods, provided an overnight stay is necessary in the Winter Park area to timely accomplish the repairs. However, in the event that repairs are necessary because of equipment malfunction or improper performance that is due to circumstances not caused by City, its employees, agents, representatives, customers or the public, or that are the result of equipment defects or non-maintenance related failures, Magic shall be responsible for lodging of its repair technicians.

8. **Removal of Equipment.** Removal of the Equipment shall be completed no later than ten (10) days following the conclusion of the rental period set forth in paragraph 6. Both parties will make every good faith effort to facilitate the removal of equipment in a timely manner.

9. **Compensation.** For the Equipment and personnel provided by Magic that are necessary to install, maintain, operate, manage, and remove the temporary tented ice skating pursuant to this Agreement, City shall compensate Magic a total of $84,750.00, together with all applicable sales use and other taxes (if any), payable on progressive installment payment terms as follows:
a. Upon delivery of a proper invoice to the City by Magic, 95% of the Equipment rental and management services charges ($80,512.50) shall be due and payable at such time the Equipment has been delivered to the ice rink site. Magic will use its best efforts and endeavor to deliver the Equipment on or about November 10, 2012.

b. The remaining 5% of the Equipment rental and management services charges ($4,237.50) shall be due and payable in full upon Magic completing performance under this Agreement and completely removing all the Equipment after the rental term has been completed. If Magic fails to complete performance under this Agreement, the remaining payment shall be prorated based on the actual services provided by Magic, subject to any deduction for Equipment removal costs. In addition, if non-performance includes Magic’s failure to complete the removal of the Equipment in accordance with the terms of this Agreement, the City may, at its sole discretion and after prior written notice to Magic, use the remaining funds to remove and store the Equipment until such time Magic retrieves the Equipment from the City. However, under no circumstances shall this paragraph be construed as requiring the City to remove and store the Equipment or come out-of-pocket to remove and store the Equipment.

c. If at the conclusion of the term of this Agreement, the City determines that it has earned a net profit from the operation of the ice skating rink, with revenues collected by the City exceeding all City expenses including, but not limited to, rental fees, grass replacement, structure and facility rental, overhead, decorating, labor and applicable sales taxes, the City agrees to pay Magic one hundred percent (100%) of the City’s net profit up to a maximum amount of $4,000. All net profits earned by the City which exceed $4,000 shall be retained by the City.

d. The personnel costs for the day-to-day operation of the temporary ice rink, other than the on-site Manager and any employees or employee time dedicated to the operations of the concession area, shall be paid by the City. Magic shall pay the personnel costs and subsequently invoice the City on a bi-weekly basis for the actual costs plus payroll processing costs. The payroll costs shall be reasonable in the local employment market and subject to the express prior approval of the City. Said approval shall not be unreasonably withheld by the City.

e. No other compensation shall be paid to Magic by City other than the amount stated in this paragraph.

f. All monies that are required to be paid under this Agreement to Magic are payable to Magic Ice USA, Inc. by check at 10364 SW 128 Terrace, Miami, FL 33176.
10. **Use of Equipment.** The parties agree that they will 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 for the operation of an ice skating rink on the site designated in this Agreement.

11. **Relocation or Removal of Equipment.** Except as provided in Paragraph 9b, City shall not relocate or remove the Equipment without the consent of Magic, which consent may be withheld for any or no reason. However, in the event of emergency, City shall have the right to relocate or remove the Equipment pursuant to its inherent police powers under Chapter 166, Florida Statutes.

12. **Sublease or Alteration of Equipment Prohibited.** City shall not sublease the Equipment, permit the use of the Equipment by any one other than City, alter or modify Equipment, place any accessories on the Equipment except as authorized hereunder, assign its rights or obligations under this Agreement, or change the use or location of the Equipment without the prior written consent of the Magic, which consent may be withheld for any or no reason.

13. **Magic’s Right of Entry.** Magic shall have the right to enter the site occupied by the Equipment and inspect and repair the Equipment with reasonable notice to the City to the extent required to ensure that the Equipment is operating as intended under this Agreement.

14. **Loss or Damage of Equipment Due to City.** City shall be liable to Magic for all loss and damage to the Equipment, at its actual cash value, only to the extent that any loss or damage is attributable to the negligence or willful acts or omissions of City, its employees, agents or representatives.

15. **Indemnity and Hold Harmless.** To the extent permitted by Florida law, each party shall indemnify, defend and hold the other party, including their respective employees, officers, and contractors, harmless against and from any and all claims, lawsuits, losses, damages, injuries (including death), attorney’s fees, expenses, liabilities or penalties which arise from, and out of, the negligent or willful acts or omissions of their own employees, officers or contractors and their respective performance under this Agreement.

16. **Insurance Requirement – Magic.** Magic agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than one million dollars ($1,000,000.00), one million dollars ($1,000,000.00) per occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the Equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in Florida and acceptable to City. City shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing City at least ten days prior notice of cancellation. Magic shall provide City evidence of insurance prior to shipment of Equipment. A breach of Magic’s obligation to
furnish insurance pursuant to this Agreement is a material breach of this Agreement.

17. **Insurance Requirement – City.** City shall also provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious mischief, and other risks of loss, customarily insured against in such policies. Said policies shall be for actual cash value and written on an occurrence basis with an insurance company duly licensed in Florida and acceptable to Magic. Magic shall be named as both a loss payee and an additional insured on such policy. City shall provide Magic evidence of insurance prior to shipment of Equipment. A breach of City’s obligation to furnish insurance pursuant to this Agreement is a material breach entitling Magic to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.

18. **Site Topography.** Magic acknowledges that it is familiar with the topography of the proposed site set forth in this Agreement, that it has inspected said site, and that it represents and warrants, based on its past experiences, that the site is suitable for installing and operating the tented ice rink required hereunder.

19. **Taxes.** To the extent that City is not exempt, City shall pay all sales and use tax, personal property taxes, license fees, registration fees, which may now or hereinafter be imposed upon the possession, lease or use of the Equipment for the term of this Agreement.

20. **Title to Equipment.** Title to and ownership of the Equipment is and shall at all times remain with Magic and City 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 this Agreement.

21. **City Responsibilities Regarding Equipment.**

   a. City shall not remove or deface any of the Equipment nor remove any marking or serial number on the Equipment. However, it is understood that City shall be permitted to install sponsorship dasher boards.

   b. City shall keep the Equipment free and clear of all levies, liens, security interests and encumbrance of any nature or kind and shall promptly remove the same. Failure to take immediate steps to remove any such levy, liens, security interests or encumbrance, shall constitute a material breach of this Agreement giving the Magic the right to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement shall be considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
22. **Non-compete.** The Parties acknowledge that:

a. This Agreement is for City’s legitimate business and proprietary interests of operating a temporary ice-skating rink.

b. To protect City’s legitimate business and proprietary interests, Magic agrees that it will not provide the same or similar temporary ice rink services to any other governmental or private entity, within an eight (8) mile radius from the outer perimeter of the ice skating rink site, without the prior express, written approval of City.

c. The term of this non-compete agreement shall coincide with the term of this Agreement, and any subsequent options to renew this Agreement.

d. Should City exercise one or more of the options to renew this Agreement as set forth in Paragraph 23, such renewal shall not constitute an extension of this non-compete provision, but instead shall constitute a re-negotiated new and separate non-compete provision for the term of each particular exercised option to renew.

23. **Renewal Option.** The City shall, at its discretion, have the right to exercise three (3) options to renew this Agreement under the same terms by providing written notice to Magic; except, however, the operational dates set forth in paragraph 6 will be adjusted to reflect the upcoming Thanksgiving and New Years Day holiday. Said renewal notice shall be provided by the City no later than May 31st following the previous year’s performance by Magic and shall set forth date adjustments for the upcoming holiday.

24. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of City’s right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on City’s potential liability under state or federal law. As such, City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

25. **Force Majeure.** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; terrorism, explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay
is given by such party to the other and each of the parties hereunto shall be
diligent in attempting to remove such cause or causes. If any circumstance of
Force Majeure remains in effect for thirty (30) days, either party may terminate
this Agreement.

26. **Public Records.** Magic agrees that all documents, transactions, writings, papers,
letters, tapes, photographs, sound recordings, data processing software, or other
material, regardless of the physical form, characteristics, or means of
transmission, made or received pursuant to this Agreement or in connection with
the funds expended under the terms of this Agreement are considered public
records pursuant to Chapter 119, Florida Statutes and Magic agrees to comply
with all applicable public access and retention requirements of such records.

27. **Default/Breach: Opportunity to Cure.** Notwithstanding any other provision set
forth in this Agreement, should either party desire to declare the other party in
default or breach of any term or condition of this Agreement, the non-defaulting
party shall provide the defaulting party a written notice of default. The written
notice shall, at a minimum, state with particularity the nature of the default or
breach, the manner in which the default or breach can be cured, and a reasonable
time period of not less than five (5) days, excluding weekends and legal holidays,
in which the default must be cured. No action may be taken in a court of law on
the basis that a breach of this Agreement has occurred until such time as the
requirements of this paragraph have been satisfied.

28. **Attorney’s Fees.** Should either party bring an action to enforce any of the terms
of this Agreement, the prevailing party shall be entitled to recover from the non-
prevailing party the costs and expenses of such action including, but not limited
to, reasonable attorney’s fees, whether at settlement, trial or on appeal.

29. **City Revenues, Merchandise, and Sponsorships.** The parties acknowledge and
agree that City shall have the right to charge public admission for the use of the
ice rink, sell merchandise, and obtain dasher board and other sponsors related to
the ice rink. All fees collected for admission, merchandise sales, and
sponsorships of any kind shall be considered in their entirety as revenues of City.
Magic hereby waives any right or claim to said revenues. To the extent Magic
collects any of these revenues on City’s behalf, Magic agrees to promptly pay all
collected revenues to City and shall provide City with a full accounting of said
revenues.

30. **Snack Bar/Concession Sales.**

(a) The parties agree that there will be one concession area at the ice rink
which shall be open for business during the operational hours set forth in section 6
of this Agreement. Magic will provide all equipment, counter/set-up space, and
signage required to display, prepare, serve, and sell concession items. In addition,
Magic shall be responsible for obtaining all necessary state and local licenses to
operate the concession area, and shall be responsible for training all workers who
will be operating the concession area in accordance with all legal requirements.
Magic will also pay all labor costs associated with operating the concession area and will provide electric power necessary to operate the concession area.

(b) With respect to the sale of food and drink items at the concession area, Magic agrees to pay the City $4,000 for the right to operate concessions at the ice rink event. The first payment installment of $2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(a) of this Agreement and the second installment of $2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(b) of this Agreement. All revenues and loss associated with the sale of food and drinks items will solely be the responsibility of Magic. Magic will keep a written accounting of all costs, revenues, and profits associated with the sale of food and drink items. The written accounting of profits/loss shall be provided to the City no later than three (3) business days following the conclusion of the operation of the ice rink.

(c) The food and drink menu items sold at the concession area shall be exclusively provided as required by this section of the Agreement. The pricing of the menu items will be mutually agreed upon between the City and Magic.


a. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.

b. Any waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further breach of such provision or of any other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or any other provision of this Agreement.

c. Magic and City acknowledge that this Agreement was entered into in Orange County, Florida and that the site of services is in Winter Park, Orange County, Florida.

d. Magic and City agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.

e. The parties agree that venue shall be exclusively in Orange County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

f. Neither Magic nor City shall be considered an agent or employee of the other party for any purpose whatsoever. For purposes of this Agreement, Magic shall be considered an independent contractor while performing services under this Agreement.
g. No agreement varying or extending the warranties, remedies, or obligations contained in this Agreement will be binding upon Magic or City unless in writing and signed by a duly authorized officer of Magic or City.

h. Under no circumstances shall Magic be held liable for any special, indirect, incidental or consequential damages unless said damages are the result of Magic’s negligence, or willful acts or omissions of Magic, Magic’s employees, agents, assigns, or subcontractors.

i. The parties hereby agree that acts of God, power failures, acts of terrorism and/or vandalism, as well as temperature and humidity (“Acts”) may cause the melting of the ice surface or portions thereof, and Magic and City shall not be responsible for any such conditions or loss of use of the ice skating rink or Equipment due to such Acts.

j. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding unless made in writing and duly executed by all parties hereto.

k. This Agreement constitutes the entire understanding and final agreement between the parties. This Agreement is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous statements, purchase orders, agreements, negotiations and representations between the parties are expressly merged into and superseded by this Agreement.

l. This Agreement shall be binding and inure to the benefit of the Magic and the City. There are no third parties that are intended to be beneficiaries under this Agreement.

m. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.

o. This Agreement is only effective and enforceable against the City if this Agreement is approved by the City Commission of Winter Park.
Dated this ___ day of ____________________, 2012.

MAGIC: MAGIC ICE USA, INC.

By:______________________________
    Byron J. Sharp, President

CITY: CITY OF WINTER PARK, FLORIDA

By:___________________________
    Kenneth Bradley, Mayor

STATE OF FLORIDA
COUNTY OF __________

The foregoing instrument was acknowledged before me this _ day of____, 2012, by Byron J. Sharp, [ ] who is personally known to me or [ ] who has produced as identification.

____________________________
Cindy Bonham, City Clerk

NOTARY PUBLIC, State of Florida
My commission expires:_____________
EXHIBIT “A”

OUTDOOR TEMPORARY ICE SKATING RINK MANAGEMENT

Magic’s management and day-to-day operation service includes a fully trained manager supported by a Magic Ice USA, Inc. management home office team that shall professionally service the seasonal temporary ice rink project, which shall include the following:

- Fully trained ice rink manager with responsibility for day-to-day operations.
- Provide all travel and living quarters for the on-site manager.
- Develop and implement business operational procedures.
- Work with Pay-Chex pay-roll preparation company to provide full and accurate payroll for ice rink general employees and personnel.
- Help to establish proper disclaimer wristbands, flyers, free passes. Include wristband sponsor name and logo on wristbands. Cost of including sponsor on wristband will be billed to the City and reimbursed to Magic.
- Help to establish general rate information signage.
- Provide assistance in proper outfitting and startup of ice rink project.
- Provide assistance in outfitting employee’s uniforms.
- Hiring and, if necessary, firing of general employees.
- Training of all general employees.
- Maintaining and cleaning of skate rental areas, office, etc.
- Responsibility for depositing daily receipts to a Magic bank account and accurate income and expense reporting to City. Magic will then be responsible for reporting on a weekly basis the cash and credit cards that were deposited for that week and cutting a check in that reported amount each week to City. Credit card fees will be billed to City on a monthly basis once Magic receives the credit card statement.
- Establish customer credit card acceptance account and daily control and credit card batching out for accurate accounting and record keeping. Credit card account will be in Magic’s name and all monies deposited into Magic’s account will then be reported in the weekly amount to City.
- Clean and maintain dasher boards and all ice rink Equipment.
- Establish safety measures and oversee risk management procedures.
- Operate your ice surface, ice edger and other ice maintenance equipment.
- Maintain ice surface integrity and safe ice surface for skating.
- Oversee and operate skate sharpening equipment for customer and rental skate maintenance.
- Maintain safe ice skating environment through all weather conditions.
- Organize music selection and assure proper family friendly music.
- Establish proper loudspeaker announcements to assist in risk management and minimize liability claims.
- Provide general liability insurance coverage protection as required by the City. Insurance coverage will expressly list the City of Winter Park as an additional insured.
- Immediately notify the City of all claims, take and maintain incident reports and handle all liability claims and issues, and provide City with timely appraisal reports of said claims and issues.
- Ice rink business procedures development and implementation.
- Insure proper record keeping in all areas of the ice rink operation.
- Magic’s management team and hired rink employees will operate the rink based on hours of operation as determined by City.
- Magic will provide day-to-day operating personnel and will bill the City for payroll costs on a bi-weekly basis.