

Moved by: Shawn D. Daniel

A Resolution ratifying a contract with All Year Sports Galaxy, LLC for the rental of an ice rink and related equipment for the City of Harrisburg's 2nd Annual Ice and Fire festival.

WHEREAS, the City will hold its 2nd Annual Ice and Fire festival on March 2, 2019; and

WHEREAS, the City entered into an agreement with All Year Sports Galaxy, LLC to provide a 40' x 68' synthetic ice rink and other related equipment and accessories for the Ice and Fire festival; and

WHEREAS, All Year Sports Galaxy, LLC was selected based on its ability to provide additional amenities and equipment, such as tenting, benches, skates and skate aids, at a lower cost than other vendors; and

WHEREAS, a copy of the contract is attached hereto as "Exhibit A."

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, BY THE COUNCIL OF THE CITY OF HARRISBURG, that the contract with All Year Sports Galaxy, LLC is hereby ratified.

BE IT FURTHER RESOLVED that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this resolution.

I second this resolution: 

Passed the City Council November 27, 2018

William R. D. Williams
President of City Council

K. J. [Signature]
City Clerk

YEAS	NAYS
<u>MR. AELATT</u>	
<u>MS. BOWERS</u>	
<u>MS. DANIELS</u>	
<u>MS. GREEN</u>	
<u>MR. MADSEN</u>	
<u>MR. MAJORS</u>	
<u>MS. WILLIAMS</u>	
Yeas <u>7</u>	
Nays <u>0</u>	

Exhibit "A"



www.allyearsportsgalaxy.com allyearsports@aol.com 888 605 6180
483 Whitmar Hills Rd, Wheeling, WV 26003

Rental Agreement #001 DATE: Oct 5, 2018
Between
All Year Sports Galaxy, LLC (Grantor) and
City of Harrisburg (Renter)

1. Renter: City of Harrisburg

Address:

Attn: Megan Roby
10 North 2nd St. Ste 405
City of Harrisburg, PA 17101

2. Grantor: All Year Sports Galaxy, LLC

Attn: Lena Slivchenko
483 Whitmar Hills Rd
Wheeling, WV 26003
304 280-6256
888 605-6180

3. Location: City of Harrisburg, North 2nd Street (between Market Street and Walnut Street) Outdoor, paved surface. Size of the rink may change but not square footage of ice skating area. Renter agrees it will provide clear access (no steps, no incline or other obstacles) from a public right-of-way to the event location. The event location shall be accessible within 25' from Grantor's truck.

Renter agrees no subfloor is required as the event location is outside on a paved street.

4. Date of Event: March 2, 2019. Event Start Time: 1:00 PM, Event End Time: 9:00 PM

Setup: March 2, 2019 8:00 AM; Removal: March 2: 2019 after 9:00 PM. Minimum rent:

a) Synthetic Ice rink 40 x 68	\$10500
b) Additional hours (3) @ \$250/hour	\$750
c) Destination fees, delivery, setup, operation	\$1700
Total for 8 hours:	\$12950
Discount for nonprofit organization: 10% off	\$11655
New Total after discount:	

6. Use: The Premises shall be used solely for the operation of Synthetic Ice rink and for no other purpose. Do not exceed 70 skaters at the time!

7. Ice rink RULES

It is agreed by and between the parties hereto that the Rules and Regulations of the ice rink hereby made a part of this rental agreement, and receipt of the said Rules and Regulations is hereby acknowledged. Violation of any of the rules and regulations by any skater, spectator or employee of the said Lessee shall prohibit future use of the ice rink by that person or employee. Any damage, normal wear and tear excepted, to the ice rink or contents caused by any skater, spectator, or employee of the said Lessee shall be repaired and/or replaced and the All Year Sports Galaxy, LLC shall be reimbursed for all costs involved by the Lessee.

8. Equipment Rented

Item	Description
a. Ice panels	commercial ice panels (to furnish 40x68 ice surface)
b. Taip	or other underlayment material to cover entire ice rink
c. Storage unit	2 storage unit / Tents for skates and sharpening equipment. 10' x 20' total space .
d. Skates	130+- pairs rental skates different sizes
e. Skates sharpener	Professional skates sharpener and 1 extra grinder.
f. Rubber flooring	Rubber mats roll outs 40' x 8'
g. Skates Holder	Wooden skates holder (4)
h. Benches	Wooden or plastic benches (7)
i. Fencing	Vinyl Fencing system around the rink and changing area
j. Ice rink liquid	Special liquid with sprayer to maintain ice rink (1 gallon)
k. Booties	Medical booties to use with walking on ice for maintenance and helping others (200)
l. Skate aids (5)	Professional skate aids for skating on ice
m. Professional lighting system and PA system	Aluminum system with 6-9 dj lights, snow machine and work lights for extra lighting. (including the tent lights)
n. Safety equipment	10-20 helmets
o. Professional rink attendants, 18 years of age and older, will operate the rink, sharpen skates, clean ice, etc. Grantor shall perform its obligation in a professional quality workman-like manner.	Rink operators will install and remove the rink.
p. All Year Sports Galaxy, LLC will provide commercial general liability insurance for ice rink operation only for the term listed above with the following limits: General aggregate \$5,000,000.00; Personal injury \$1,000,000.00; Fire damage \$300,000.00; Med. Exp \$5,000.00.	Grantor will include the name of Renter as an additional named insured on the general liability insurance policy. Coverage shall be demonstrated through a current Certificate of Insurance provided by Grantor upon execution of this Agreement. The Certificate shall state that the

insurance is Primary/Non-Contributory, name the City of Harrisburg as an Additional Insured, and contain a provision requiring 30 days' notice prior to cancellation or material change to the insurance. Workers compensation insurance will be provided by AYSG for AYSG employees only. Automobile insurance will be provided by AYSG at the day of the event with coverage for owned, hired and non owned vehicles and with limits of \$1,000,000 per occurrence.

9. Renter warrants and represents the following:

- a) All skaters shall sign a waiver before they will get the skates and go on the ice.
- b) Renter agrees to release, defend, indemnify and hold harmless, to the extent allowed by law, Grantor against any claim, demand, suit, judgment or award for personal injury or bodily injury, death, property damage and/or loss of any kind (hereinafter "Loss") asserted by or on behalf of any person, which arises out of, results from the negligent acts or omissions of Renter or its employees in connection with this Agreement, except such indemnity obligations shall not apply to the extent such Loss is caused by or arises out of actual or alleged negligence or strict liability, whether sole or concurrent, of Grantor.
- c) Appropriate electric supply must be provided by Renter. (5000W or 3 outlets with 20 amp each)
- d) Renter shall provide AYSG with even, flat and hard surface and easy to access (25'-50') to the event location with a 26ft truck property for installation of the ice rink. Failure to provide such may bring extra expenses, wherefore Grantor will charge Renter for extra cost which will occur during installation. Parking for truck must be provided.

10. Payment/booking: Please sign and send me back Rental agreement, by November 15th, 2018 (via fax, email, or mail)

Payments: Renter – City of Harrisburg agrees to pay \$11655 to All Year Sports Galaxy, LLC as follows: 33.3% (\$3885) deposit paid by November 15th, and 33.3% (\$3885) February 15th, 2019 and 33.3 % (\$3885) on the day of the event March 2nd, 2019 BEFORE event begins (after installation). AYSG will not start event without final payment.

11. Cancellation: City of Harrisburg may not cancel this agreement . Changing dates is possible with agreement from All Year Sports Galaxy. (8 weeks in advance upon availability) Deposit is not refundable for any reasons except as identified in Paragraph 12.

12. Inability to Perform. In the unlikely event that AYSG in unable to provide the listed rented equipment, AYSG will make every effort to provide an acceptable replacement. If a replacement cannot be provided, AYSG will refund the portion of money paid prorated to the equipment that was provided. In the event that AYSG is delayed and the event does not start at the agreed upon and contracted time or within one hour of, or time is lost during the event due to the malfunction of the rental equipment, AYGS will refund the portion of fees paid prorated to the time lost.

13. The parties to this agreement agree that if any portion of this agreement is found to be inapplicable, unenforceable or void, the remaining provisions of the agreement will be adhered to and fully enforceable.

14. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions thereof. Each party hereto consents to the exclusive jurisdiction of the state courts of Pennsylvania situate in the County of Dauphin, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania for any litigation that may arise out of this Agreement and each party hereto waives any objection based on forum non conveniens or any other objection to such venue.

The Rules and conditions have been reviewed and approved by the parties and are incorporated into, and made a part of, this Rental Agreement by reference.
the parties hereunto set their hands this 11/5/18 Day of November, 2018.

Signed :

City of Harrisburg:

By: [Signature] 11/11/18 (Renter)
Mayor Date

By: [Signature] 11/5/18
Controller Date

For Form and Legality: [Signature] 11/1/2018
Law Bureau Date

All Year Sports Galaxy, LLC:

By: _____ (Grantor)
Date

**Rider for ice rink rental between customers and
All Year Sports Galaxy, LLC**

1. Date/s of the event:
 - Date/s for the event must be agreed in advance and signed agreement must be sent to All Year Sports Galaxy (via fax, email or regular mail) before the due date stated in the contract/agreement. All contracts/agreements received after the due date will be considered, but not guaranteed. Changing date/s is possible - must be in writing, at least 8 weeks before original date, depends on availability, extra charges involved.
2. Location and delivery to location:
 - All ice rink quotes based on basic delivery to ice rink location. (event location must be within 25' from truck location, no steps, incline, obstacles from truck to ice rink installation location)
 - If location of ice rink installation is different from above, extra work must be done and its will bring extra expense and costs. Please contact All Year Sports Galaxy representative for more information about each additional costs. (steps, incline, extra distance, obstacles, ext...) Areal map will be needed for calculations of extra fees.
3. Cleaning and of the ice rink equipment due to sand, dirt, clay and other segments.
 - due to costs related with cleaning of ice rink panels, subfloor, membranes and other ice rink equipment, cleaning fees will apply to all surfaces mentioned above. Cleaning fees are charged per sq. ft of the ice rink surface rented. Cleaning fees depends on the level of dirtiness. Costs: from .25c/sq. ft But not to exceed \$800 total for cleaning fees.
4. Late fees: All fees must be paid in time. Renter agrees to pay as in rental agreement, 3 installments of 33.3% with final payment on at the day of the event.
5. Cancellations:
 - cancellations must be done in the timely manner as it is stated in the contract.

Signed: _____

By: _____ (Licensee) Agree on terms and conditions of this contract and
Rider.

INTER

MEMO

OFFICE

To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2018 ⁹³ RESOLUTION NO. -2018

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:

Alynn E. Gabel 11/9/2018
Sr. Deputy City Solicitor Date

Requested by Department/Bureau: Special Events

Department/Bureau Contact Person: Megan Roby

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

[Signature] Date: 11-09-18