
Rink Systems, Inc.
Dashboard System
CONTRACT

BETWEEN

RINK SYSTEMS, INC.
1103 HERSHEY ST.
ALBERT LEA, MN 56007

PHONE: (507)373-9175

FAX: (507)377-1060

(HEREINAFTER REFERRED TO AS SELLER)

AND

CITY OF BLAINE
PARKS AND RECREATION
10801 TOWN SQUARE DR
BLAINE, MN 55443

(HEREINAFTER REFERRED TO AS BUYER)

Effective Date: 5/1/15

This Agreement is entered into this 1st day of May, 2015 at Albert Lea, Minnesota by and between Rink Systems, Inc., a Minnesota Corporation, 1103 Hershey St., Albert Lea, MN 56007 ("**Seller**") and City of Blaine, Parks and Recreation, 10801 Town Square, Blaine, MN 55443 ("**Buyer**").

In consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

1. **SALE OF GOODS.** Seller shall sell and Buyer shall purchase a Dasherboard System as described below, hereinafter referred to as the **Project** at the price provided in Paragraph 2.

Provide and deliver one 80' x 195' *Legacy Elite* dasher board system custom designed per plans and specifications including, but not limited to the following:

- ◆ 6" thick x 42" high structural aluminum framework
- ◆ 80' x 195' rink perimeter with 28' radius corners
- ◆ One 36" wide access gates
- ◆ One 10' wide double door equipment gate
- ◆ Players, penalty, and access gates to have heavy duty hinges and bar gate latch
- ◆ Equipment gate to have heavy duty hinges, slide bar, cane bolts, and adjustable casters
- ◆ 1/4" thick white UV stabilized fiberglass facing
- ◆ 1/4" thick x 8" wide white fiberglass kickplate
- ◆ 3/4" thick white UV stabilized polyethylene caprail
- ◆ 1" thick polyethylene threshold on access gate
- ◆ 2" thick steel or aluminum threshold on equipment gate
- ◆ 363 linear feet of 8' high black nylon mesh netting ends, radius corners, and one long side of rink. Includes 1-5/8" schedule 20 galvanized steel netting support post and all net mounting hardware.
- ◆ Galvanized steel "freeze-in" support plates and fasteners to attach to underside of dasher board framework.
- ◆ All necessary hardware to install dasher board system shall be galvanized, zinc plated or stainless steel.
- ◆ Includes shipping to project site
- ◆ Provide one supervisor for 32 hours (4 days@ 8 hours per day) to supervise installation labor of the dasher board system
- ◆ Provide one pair of NHL size inline goals with netting
- ◆ One year warranty
- ◆ Project to be complete by October 31, 2015

BASE BID:

\$56,750.00

2. **PURCHASE PRICE.** The purchase price for the items listed in Paragraph 1 is Fifty Six Thousand, Seven Hundred Fifty Dollars and 00/100 (\$56,750.00), plus any charges for additional items Buyer may request beyond the amounts described in Paragraph 1. Buyer shall also pay all permit and license fees, and other applicable taxes. This contract price is contingent upon signing the Dasherboard Contract with Rink Systems, Inc.

The balance of the contract purchase price, plus any other additional items requested shall be paid in accordance with the following schedule:

- (a) Ten Thousand Dollars and 00/100 (\$10,000.00) within 30 days after signing contract agreement. If **Seller** does not receive such payment, it shall be relieved of its obligations to deliver any further materials or provide any further services.
- (b) Forty Six Thousand Seven Hundred Fifty Dollars and 00/100 (\$46,750.00), plus any additional items requested, within 30 days upon completion of installation of the **Project** listed in paragraph 1 above. If **Seller** does not receive such payment, it shall be relieved of its obligations to deliver any further materials or provide any further services.
3. **INSTALLATION.** Even though installation is part of this agreement, this Contract is primarily for the sale of goods, and any disputes will be governed by Minnesota case law. It is agreed that the dashboard system will be completely installed by **October 31, 2015**.
4. **TAXES.** **Buyer** shall pay all federal, state and local sales, use, property, excise or other taxes imposed related to the materials and services provided herein.
5. **TITLE.** Title to the **Project** shall pass to **Buyer** immediately upon payment in full of the purchased price, and all associated costs and charges required hereunder. Up until said point in time, title shall remain with **Seller**.
6. **WARRANTIES/LIMITATION OF LIABILITIES.** **Seller's** warranties and liabilities are as follows:
- (a) **LIMITED MATERIAL AND WORKMANSHIP WARRANTY.** Upon completion of the installation of the system as described with Paragraph 1, **Seller** warrants only to the original **Buyer** that the **Project** will be free from defects in material and workmanship under normal use. After the initial installation provided for hereunder, **Seller** shall have no obligation or liability to **Buyer** for damage to the **Project** resulting from the repair, maintenance of the **Project** by any party other than **Seller**. **Seller's** obligations under this limited material and workmanship warranty, and **Buyer's** exclusive remedy, shall be limited solely to the repair, exchange or replacement, at **Seller's** election, of any materials or workmanship which may prove defective under normal use and service, within (12) months from the date installation is completed. If **Buyer** and **Seller** shall not agree as to whether there is a defect and/or to what extent there is a defect, the parties shall mutually appoint, within ten (10) days after **Buyer** receives notice of **Seller's** determination regarding the alleged defect, an independent third party to make the determination. The cost of such determination shall be borne equally by **Buyer** and **Seller**.
7. **PERMITS AND LICENSES.** **Buyer** shall pay for and secure all permits or license required by any state or local authority in connection with the performance of **Seller's** obligations hereunder.
8. **LIMITATIONS OF DAMAGES.** No cause of action by **Buyer** or **Seller** shall include a claim, nor may recovery be had against **Buyer** or **Seller**, for any punitive, incidental or consequential damages, including but not limited to, damages to property, for loss of use, loss of time, loss of profits or income, except in the instance of negligence or where allowed by law.
9. **INTEGRATION.** This Agreement constitutes the complete and exclusive agreement between the parties and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection with this sale.

10. **ASSIGNMENT AND DELEGATION.** This Agreement cannot be assigned nor can the performance of the duties be delegated by either party without the prior written consent of the other party.
11. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective next-of-kin legatees, administrators, executors, legal representatives, nominees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, effective on the day and year first above written.

SELLER: RINK SYSTEMS, INC.

BUYER: CITY OF BLAINE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

The individuals signing this agreement represent that they have been duly authorized to execute this Agreement on behalf of their respective firm