AGREEMENT

This Agreement entered into this ____ day of August, 2016, between the **TOWN OF CORTLAND**, a municipal corporation (hereinafter referred to as "Town") and **ALL AROUND PUMPING SERVICE, INC.,** an Illinois corporation, of the Town of Cortland, DeKalb County, Illinois, (hereinafter referred to as "AAPS"),

WITNESSETH:

WHEREAS, AAPS desires to donate a 50' x 80' outdoor skating rink made by Iron Sleek to the Town for its use and public enjoyment, and;

WHEREAS, the Town desires to accept the donation of the outdoor skating rink by AAPS.

NOW THEREFORE, the parties agree as follows:

1. The 50' x 80' outdoor ice skating rink will be located in Suppland Park, with the exact location to be determined by the Town.

2. The ice skating rink materials will include the following:

    a. 48 - iron sleek brackets;
    b. 8 - iron sleek corner brackets;
    c. 1- 55' x 85' 6 mil. all white liner; and
    d. 16 - 2" x 12" x 10' lumber. AAPS will not allow for the installation of backboards on the ice skating rink.

3. The construction of the ice skating rink in early November of each year will be arranged and supervised by AAPS, through the use of volunteers, as well as the deconstruction of the ice skating rink in February of each year.

4. The storage of the materials for the ice skating rink, during the off season, will be arranged by the Town and the materials will be in an enclosed dry location to be determined by the Town.

5. The ice skating rink will be maintained at least one (1) time per week while in operation by AAPS. Said maintenance will consist of a new layer of water being applied to the surface to keep the ice smooth and to melt snow. Snow removal is not included as maintenance.

6. Within the first five (5) years of the Agreement, if a new liner is deemed necessary, AAPS will provide a new liner for the ice skating rink.

7. The Town agrees to provide the following:

    a. Insurance;
    b. Appropriate signage for the ice skating rink, including "Rules for Use" and "Hours of Operation;"
    c. Snow removal from the ice;
    d. Bleacher seating;
    e. Water to fill and maintain the ice;
    f. Lighting; and

g. Two (2) burn barrels.

8. To the fullest extent permitted by law, AAPS and their volunteers shall indemnify and hold harmless the Town of Cortland, its officers, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from the installation and deconstruction of the ice skating rink.

WITNESS, the due execution hereof on the date first above written.

Town of Cortland

By: _____
Russell Stokes, Mayor

All Around Pumping Service, Inc.

By: _____
Ashley C. Hartness, President

Attest:

_____
Cheryl Aldis, Town Clerk