



TOWN OF ESTES PARK

October 22, 2013

J.R. Schnelzer
Director of Parks – City of Fort Collins
413 S. Bryan St.
Fort Collins, Colorado 80521

Re: 2013 – 2014 Equipment Rental Agreement

Mr. Schnelzer:

Enclosed you will find a copy of the 2013 – 2014 Equipment Rental Agreement for the portable ice rink. Please have this agreement signed by Darin A. Atteberry, attested by your City Clerk, and approved by your attorney. Forward a fully executed copy to the Town Clerk's Office, P.O. Box 1200, Estes Park, CO 80517.

Sincerely,

Jackie Williamson
Administrative Services Director/Town Clerk

Enclosure

Administration

Town Administrator

Public Information

Administrative Services

Town Clerk

Human Resources

Community Development

Building Safety

Code Enforcement

Planning/Zoning

Community Services

Fairgrounds & Events

Museum

Senior Center

Visitor Services

Finance

P.O. Box 1747

Utility Billing

Police

P.O. Box 1287

Public Works

Fleet

Parks

Streets

Utilities

IT

Light and Power

Water

2013-2014 EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT ("Agreement") is entered into by and between THE CITY OF FORT COLLINS, COLORADO ("City") and THE TOWN OF ESTES PARK, COLORADO ("Town") and is effective on the date last signed below ("Effective Date").

1. Equipment Rented. The City agrees to rent to the Town the City's portable ice rink, including the following items of equipment, hereafter referred to collectively as the "Ice Rink":

- Chiller;
- Chiller enclosure;
- Mat system;
- Dasher Boards;
- Ninety (90) pairs of ice skates.

The Ice Rink does not include electrical connections for the chiller, or connections between the chiller and the glycol manifold. These connections are the responsibility of the Town.

2. Term of Agreement and Rental Period. The term of this Agreement is from the Effective Date through September 2014.

3. Pick-up and Return. The Ice Rink is currently in the possession of the Town pursuant to the First Amendment to Equipment Rental Agreement between the City and the Town dated April 1, 2013. The Town is responsible for transportation, set up, take down and return of the Ice Rink to the City, all at the Town's sole expense, including providing a crane to move the chiller. The Town must return the Ice Rink to the City no later than October 1, 2014, unless the parties have entered into a new rental agreement for the 2014-2015 season on or before that date. The Town will contact Mike Brunkhardt at the number below to arrange pick-up and return times. The Town will comply with all applicable laws and regulations related to transportation and installation of the Ice Rink. The City will provide technical advice or assistance on the Ice Rink to the Town if needed, if the City has staff resources available to provide such assistance. The Town will reimburse the City for such assistance at an hourly rate based on the salary and benefits of the City employee(s) providing such assistance.

4. Rental Amount. Rent for the Ice Rink is \$20,000 for the term of this Agreement.

5. Condition of Equipment/Responsibility for Damage. The Town is renting the Ice Rink in "as-is" condition, and the City makes no warranties, guarantees or representations regarding the condition of the Ice Rink or its suitability for the Town's intended use. To protect it from damage, the Ice Rink's mat system must be set up on a sand base. The Town must maintain the Ice Rink in good working order while it is in the Town's possession, including sharpening skates and repairing or replacing any damaged components, and return the Ice Rink to the City in the same condition as it was when the Town picked it up from the City in November 2012, normal wear excepted. Ice skates should be sharpened prior to return. The Town agrees to compensate the City for the repair or replacement cost of any component of the Ice Rink that is not returned, or is returned destroyed or damaged beyond normal wear.

6. Insurance and Liability. The Town will maintain during the term of this Agreement general liability insurance in the amount of \$1,000,000 naming the City as an additional insured, and provide a certificate of insurance to the City upon request. Each party hereto is solely responsible for the actions or omissions of its respective officers and employees, and shall not be responsible or legally liable for the negligent acts of the other party or its officers and employees. In no event shall the City be liable for any loss or damages related to the operation, use or failure of the Ice Rink or any component thereof, nor shall the City be liable for any special, incidental or consequential damages, and the Town hereby releases the City from any claims the Town may have related to the Town's possession and use of the Ice Rink. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations either party may have under the Colorado Governmental Immunity Act (Sec. 24-10-101, C.R.S. et. seq.) or of any other defenses, immunities, or limitations of liability available to either party by law.

7. Contact Information:

For the City:
J.R. Schnelzer
413 S. Bryan St.
Fort Collins, CO 80521
(970)221-6301

For the Town:
Scott Zurn
170 MacGregor Ave
Estes Park, CO 80517
(970)577-3582

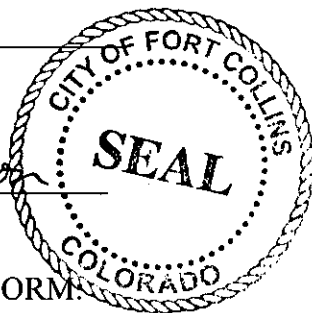
8. Binding Effect/Assignment. This Agreement is binding on the successors, agents and assigns of the parties. The Town may not assign this Agreement or any of its rights hereunder without the consent of the City.

9. Default/Termination. If either party defaults in the performance of its obligations under this Agreement, the other party may give the defaulting party written notice of the default at the address above. If the default has not been cured within ten days from the date such notice is given, or, for a cure reasonably requiring more than ten days to complete, if such cure has not been commenced within the ten day cure period, then the non-defaulting party may terminate the Agreement. Upon any such termination, the Town will immediately return the Ice Rink to the City as required by this Agreement, and both parties will be relieved of their obligations hereunder.

Date: 10/20/13

ATTEST:

Wanda Nelson
City Clerk



APPROVED AS TO FORM:

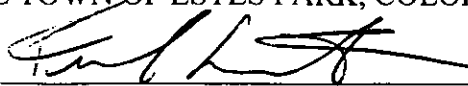
[Signature]
Assistant City Attorney

THE CITY OF FORT COLLINS, COLORADO


By: [Signature]
Darin A. Atteberry, City Manager

THE TOWN OF ESTES PARK, COLORADO

Date: 9/5/13

By: 
Frank Lancaster, Town Administrator

ATTEST:


Town Clerk

