

This Memorandum of Understanding (the "Memorandum") is made on August 18, 2021, by and between Crown Mountain Park & Recreation District, of 20 Eagle County Suite F, El Jebel, Colorado 81623 (hereinafter referred to as "CMPRD") and Colorado Extreme Hockey Association LLC of 218 E Valley Road Suite 104-Pmb 331 Carbondale, CO 81623 (hereinafter referred to as "Colorado Extreme") (CMPRD and Colorado Extreme collectively referred to hereinafter as the "Partners") for the purpose of achieving the various aims and objectives relating to the Crown Mountain Ice Rink.

WHEREAS CMPRD and Colorado Extreme desire to enter into an agreement in which CMPRD and Colorado Extreme will work together to complete the Project;

AND WHEREAS CMPRD and Colorado Extreme desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Crown Mountain Park between CMPRD and Colorado Extreme.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

- a) Services to be rendered by CMPRD include:
 - a. CMPRD will be providing the concrete pad and power necessary for Ice Rink installation.
 - b. CMPRD will be in charge of all physical ice maintenance.
 - c. CMPRD will reserve the ice rink for events, rentals and programming through their registration software. Colorado Extreme will have first priority on the Ice at no cost. Any other organization or entity will pay a fee for ice time, all revenues from events, rink rentals and tournaments, etc. will go to Colorado Extreme to pay for operations of the ice rink. Crown Mountain Park will determine the fees for the warming hut. Any rentals associated to the warming hut will go to Crown Mountain Park.
- b) Services to be rendered by Colorado Extreme include:
 - a. Colorado Extreme will temporarily install its Ice Rink equipment at the location designated by CMPRD.
 - b. Colorado Extreme will offer a variety of programming that will be open to the public, they will be in charge of registration, advertising, and staffing for their programming.
 - c. Colorado Extreme has first right of refusal to utilize the ice rink for programming followed by Crown Mountain Park & Recreation District.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project. Any funding provided by CMPRD is subject to TABOR and proper appropriations; nothing herein shall constitute a multi-year fiscal obligation.

- (a) Colorado Extreme agrees to provide the following financial & staffing support in order to operate, maintain and construct the Ice Rink.
- Colorado Extreme will pay for all capital improvements needed to purchase & temporarily construct the ice rink on Crown Mountain Park property, which include but not limited to ice rink chillers, boards, leveling materials, equipment, 3-phase electricity service, etc.
 - Colorado Extreme will pay Crown Mountain Park staff for the 2021-2022 winter season to perform daily ice maintenance, snow removal, garbage removal, cleaning the warming hut, skate sharpening, etc. These staff hours will be run through the warming hut, and a monthly bill for time spent will be sent to Colorado Extreme that includes all utility bills for the Ice Rink facilities including the warming hut.
 - Crown Mountain Park will provide land, the warming hut, and maintenance garage for ice rink operations. The warming hut will be open to the public daily, it will have ice skates, changing area, and bathroom facilities.
 - Crown Mountain Park will assist with set-up and take down of the ice rink structure. Colorado Extreme will also provide a team of volunteers and workers to construct and take down the ice rink.
 - The ice rink and maintenance equipment will need to be stored by Colorado Extreme off-site during the summer season starting April 1, 2022. Colorado Extreme will own and insure all equipment associated to maintenance of the Ice Rink.
 - It's the obligation of Colorado Extreme to pay of any maintenance associated to the Ice Rink. In-addition will pay utilities for the 3-phase electrical service & water needed for the Zamboni during the Ice Rink Season.
 - It's the obligation of Crown Mountain Park to pay for any maintenance and utilities associated to the warming hut.

Communication Strategy

Marketing of the vision for the Ice Rink and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

Both entities will add one another as additionally insured to their insurance plan and will provide documentation to the entity prior to opening of the Ice Rink.

Crown Mountain Park will add the ice rink onto their insurance plan. Colorado Extreme reimburse Crown Mountain Park for any fees associated to adding the ice rink to their insurance plan.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from October 1, 2021 until March 31, 2021. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. In addition, the Partners may communicate via electronic mail using "Read" receipts.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Colorado.

Amendment

This Memorandum may be amended or supplemented in writing, signed by both Partners.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a) Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b) In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c) To the extent possible, each Partner will participate in the development of the Project.
- d) This Memorandum is not intended to and does not create and right, benefit, or trust responsibility.
- e) This memorandum will be effective upon the signature of both Partners.
- f) Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.

Signatories

This Agreement shall be signed on behalf of Crown Mountain Park & Recreation District by Rebecca Wagner, CMPRD Executive Director, as authorized by the CMPRD district board and on behalf of Colorado Extreme by Sheldon Wolitski to install an ice rink for the 2021 & 2022 winter season. This Agreement shall be effective as of the date first written above. Signatures may be electronic and in counterparts which together will constitute originals.

This Memorandum of Understanding is executed and agreed to by:

I understand & agree this is a legal representation of my signature.

Rebecca Wagner

Rebecca Wagner

SL

Sheldon Wolitski

8/18/2021

Date

8/18/21

Date

**CROWN MOUNTAIN PARK AND RECREATION DISTRICT
RESOLUTION NO. 3
SERIES OF 2021**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CROWN MOUNTAIN
PARK AND RECREATION DISTRICT AUTHORIZING THE EXECUTIVE
DIRECTOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH
COLORADO EXTREME FOR AN ICE RINK.

WHEREAS, the Crown Mountain Park and Recreation District (the "District") is a Colorado special district formed and functioning by authority of C.R.S. § 32-1-101 et seq., providing park and recreation services to the area in and around El Jebel and the middle Roaring Fork Valley, in Pitkin and Eagle Counties, Colorado; and

WHEREAS, the Board of Directors of the District is authorized to enter into contracts; and

WHEREAS, the Board of Directors of the District can authorize the Executive Director of the District to sign contracts; and

WHEREAS, the Executive Director of the District has prepared and presented a Memorandum Understanding to the Board of Directors at its regular meeting on July 14, 2021, regarding agreements with Colorado Extreme for the construction, operation and maintenance of an ice rink at the District for the 2021-2022 season (the "MOU"); and

WHEREAS, the Board of Directors of the District wishes to authorize the Executive Director of the District to execute the MOU and negotiate for the final terms and conditions of a binding agreement as such was presented to the Board at its August 18, 2021, regular meeting.

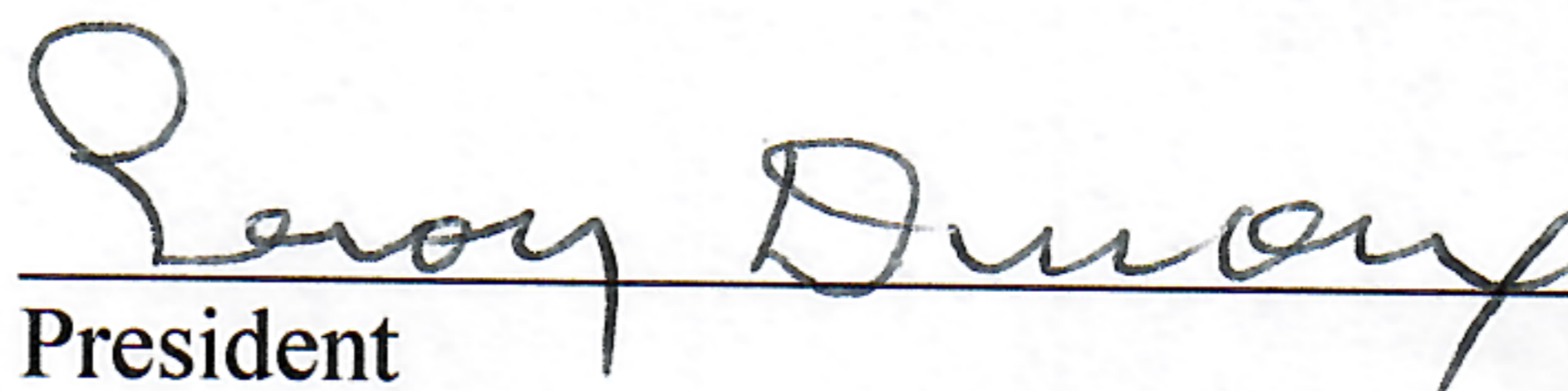
NOW, THEREFORE, be it resolved by the Board of Directors of the Crown Mountain Park and Recreation District:

1. The Recitals are incorporated herein.
2. That the Executive Director of the District is authorized to execute the MOU presented to the Board of Directors and attached hereto as **Exhibit A** and to negotiate the terms and conditions of a binding agreement pursuant thereto to be presented to the Board of Directors for approval at a later date.

ADOPTED this 18th day of August, 2021.

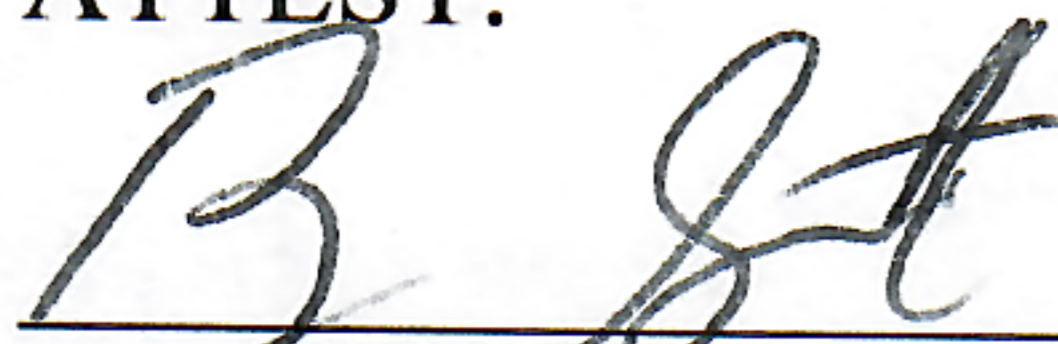
CROWN MOUNTAIN PARK RECREATION DISTRICT

By:



President

ATTEST:



Secretary of the Board