

**Sale Agreement for Equipment
Rink Equipment Resource, Agent**

This is a contract of sale between the party identified below ("Buyer") and a party ("Principal") that will be disclosed after execution of this Agreement. Signing on behalf of Principal is Becker Arena Products, Inc., d/b/a Rink Equipment Resource ("RER"), Principal's fully authorized agent.

Recitals (Background):

- A. RER has located certain equipment or items for sale and referenced below, all of which is currently owned by Principal (the "Equipment"), and RER has presented information on the Equipment on RER's website or otherwise made its availability known to Buyer;
- B. Principal has authorized RER to enter into this Agreement on Principal's behalf to sell the Equipment to Buyer; and
- C. Buyer had decided to purchase the Equipment from Principal by entering into this Agreement with Principal, to be signed by RER.

Buyer: Village of Orland Park

Address: 14700 Ravinia Ave, Orland Park IL, 60462

Phone: 708-403-6350

Fax:

E-Mail: tmorgan@orlandpark.org

Address for delivery, if different from the above: Village of Orland Park/Public Works Dept. 15655 Ravinia Ave, Orland Park IL, 60462. Attn Tom Morgan

Item(s) to be purchased ("Equipment"), and price(s), including reference to display on Rink Equipment Resource's website: **Item 926, \$25,981.18 (see Exhibit A for items included)**

Additional charges (if any): **Freight: \$884. Unloading charges are the responsibility of the purchaser.**

Total Price (prices and all additional charges): \$26,865.18. \$2,000 non-refundable deposit due to hold—payment due in full by 12/28/15, must ship by 12/30/15.

Sales taxes or other transaction-based taxes, freight and insurance charges will be added, if appropriate. Buyer will pay such taxes and charges, or reimburse RER or Principal for paying them, whenever charged, even after delivery of Equipment.

Shipment date(s) Requested by Buyer:

Shipment date(s) confirmed by RER (See Section 6):

The terms and conditions of this Agreement include those shown in Paragraphs 1-14 of the Terms and Conditions attached hereto or printed on the back hereof, all of which additional Terms and Conditions Buyer acknowledges having read and accepted.

Buyer

Print Name: Tom Morgan / Agent

Principal, by Agent, Rink Equipment Resource

Print Name: _____

Sign: [Signature]

Sign: _____

Title: Vehicles & Equipment Ops Manager

Title: _____

Date: 11/25/15

Date: _____

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** After a credit check and such other due diligence as RER in its sole discretion may consider appropriate, RER, if it signs this Agreement, will sign this Agreement on behalf of the Principal. The information above and these terms and conditions are the entire agreement between Principal and the party identified above as "Buyer," and they supersede all other agreements and understandings, whether written or oral, between Principal and Buyer with respect to the purchase of the items listed above. Principal's acceptance of Buyer's offer to purchase the Equipment is conditional upon Buyer's agreement to these terms and conditions hereof, and none of Buyer's additional or different terms and conditions will apply or will have any effect unless Principal explicitly agrees to them in writing. After Buyer has signed it, this Agreement becomes effective when RER signs it on behalf of Principal. However, Principal has no obligation to sign or otherwise accept the Agreement, even after signature by Buyer.

2. **RER NOT A PARTY.** Buyer will look only to Principal for fulfillment of obligations of Principal under this Agreement. Buyer recognizes that RER is not a party to this Agreement, and Buyer hereby releases RER from any and all liability in connection with the performance or nonperformance of this Agreement or any part of it by Principal.

3. **PRICE.** The price of the Equipment, or prices for various items of Equipment, are stated above. Unless otherwise explicitly agreed in writing by the parties, the prices stated exclude all taxes (whether national, state, local, or other) and all expenses of transportation and transportation insurance; all applicable taxes and all such expenses will be paid by Buyer.

4. **PAYMENT TERMS.** Unless otherwise explicitly accepted by the parties in writing, payment terms are: the entire purchase price payable before the projected date of shipment as stated above or provided later to Buyer by written notice. If the full amount required, including charges announced by RER for shipping and insurance, is not received by Principal by a date scheduled for shipment (or by a date rescheduled according to this Section 4), Principal may choose another date, notify Buyer, and delay shipment until the chosen date. If Principal has offered Buyer more favorable payment terms than payment in advance, and if Principal then has any doubt regarding Buyer's ability to pay the then remaining amount of the full amount with shipping charges and insurance, Principal may decline to deliver until Buyer adequately demonstrated its ability and willingness to pay the specified price(s) and other charges for the Equipment. In addition, if Principal agrees to deliver, and does deliver, the Equipment or any part of it before receiving payment in full, Principal retains a purchase money security interest in the Equipment until all payments due under this Agreement have been made, and Principal may file a UCC-1 form or similar document reserving or perfecting Principal's interest in the Equipment. If documentation of this sort requires Buyer's signature, Buyer will make the signed documentation available to Principal in a timely fashion or, if Buyer does not provide the documentation as required, Buyer hereby gives Principal the authority to sign on Buyer's behalf and file the documentation. Principal's rights under this Section and this Agreement will be in addition to all other rights and remedies available to Principal upon Buyer's default.

5. **FORCE MAJEURE.** Principal shall not be liable for any delays in the delivery of orders, due in whole or in part, directly or indirectly, to fire, act of God, strike, shortage of raw materials, supplies or components, retooling, upgrading of technology, delays by carriers, embargo, government order or directive, or any other circumstance beyond Principal's reasonable control.

6. **DELIVERY TERMS.** Principal will arrange for shipment and will arrange shipment with commercially reasonable promptness after payment terms are met. All risks of loss of or damage to the Equipment shift to Buyer, and delivery is complete, upon loading onto the common carrier at Principal's point of shipment. Principal will attempt to meet the Buyer's delivery request but shall be obligated only to the delivery schedule shown above as accepted by RER for Principal. Principal shall not be in default of performance due to a delay of reasonable duration resulting from any cause.

7. **CANCELLATION OR RETURN FEES.** If Buyer refuses to accept shipment of the Equipment, revokes its acceptance of the Equipment, or otherwise cancels its order for the Equipment, Buyer shall pay to Principal a fee equal to \$1,000 or 20% of the purchase price of the Equipment, whichever is greater. In no event shall Principal

have any obligation to refund any portion of the charges incurred by Buyer for freight, duty, brokerage, insurance, or taxes relating to the transportation of the Equipment.

8. INSPECTION AND ACCEPTANCE. Buyer must inspect delivered Equipment and report claims for damages or shortages in writing within three (3) days of delivery or the Equipment shall be deemed irrevocably accepted and such claims shall be deemed waived. Claims against the transportation company or insurer are the responsibility of Buyer. In the event of any alleged damage or shortage, Buyer must permit RER to evaluate and review the Equipment. If a return of the Equipment is required, Buyer shall be responsible for packaging and insuring the Equipment so as to eliminate any damage to the Equipment during transit. Any freight, duty, brokerage, insurance, or taxes relating to the transportation of the Equipment to be paid by Buyer.

9. NO WARRANTY. Buyer has examined photographs of the Equipment and recognizes that the photographs will not show all irregularities and defects. Buyer has had the opportunity to inspect the Equipment and has either satisfied itself of the condition of the Equipment or declined to inspect the Equipment. The Equipment is being sold "as is," without warranty of any kind. In particular, but without limiting the foregoing sentence, the parties agree that the Equipment is subject to NO warranties of merchantability or of fitness for a particular purpose.

10. LIMITATIONS ON WARRANTY. ATTENTION: THIS PROVISION LIMITS THE LIABILITY OF PRINCIPAL WITH RESPECT TO THE PRODUCT(S) COVERED BY THIS AGREEMENT. Under no circumstances shall Principal be liable for any indirect, consequential, collateral, special or incidental damages (including, without limitation, loss of profits or goodwill) whether such claim is based on contract, negligence, strict tort, warranty or any other basis. In no case will Principal's liability be greater than Buyer's purchase price of the particular Equipment involved in any claim.

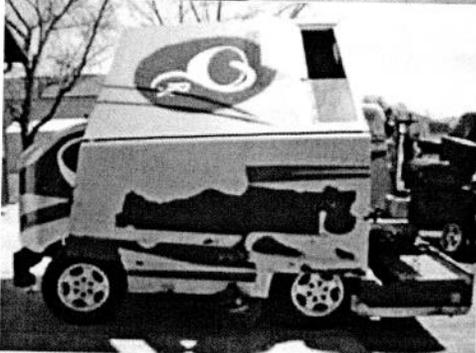
11. LIMITATION OF ACTIONS. Any actions or claims by Buyer under this Agreement must be brought within six (6) months after shipment of the Equipment covered by this Agreement.

12. VALIDITY; AMENDMENT. If any provision of this Agreement is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. After this Agreement has been accepted in writing by RER, it becomes binding on Principal and Buyer as accepted, and thereafter no amendment or cancellation of this Agreement is valid unless in writing and signed by both parties.

13. GOVERNING LAW; DISPUTES. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Minnesota. For settlement of any and all claims that might arise by or against RER in connection with this Agreement, or disputes between RER and Buyer in connection with this Agreement, Buyer consents to the exclusive jurisdiction of the State Courts of the State of Minnesota located in Hennepin County, Minnesota. For settlement of any and all claims that might arise by or between Principal and Buyer in connection with this Agreement, Buyer and Principal consent to the exclusive jurisdiction of the State Courts of the State of Principal's domicile.

14. MISCELLANEOUS. Any notice required or permitted under this Agreement is valid if it is in writing, addressed to the Buyer's address shown above or Principal's address shown below, and sent by mail or nationally recognized commercial courier. Notices are effective upon receipt. All clerical errors are subject to correction. The failure of Principal to enforce at any time any of the provisions of this Agreement will not be construed to be a waiver of such provisions or of the right of Principal to enforce such provisions in the future in the same or different circumstances. Buyer may not assign any rights under this Agreement without the prior written consent of Principal. Buyer recognizes that Principal is not the manufacturer of the Equipment or parts.

EXHIBIT "A"



PRODUCT DETAILS:
Item #: 926
Category: Ice Resurfacer
Type: Natural Gas
Make: Olympia
Model: Millennium - SD
Asking Price:
Location: Savage MN
Date New: 2002
Date Available: 3/6/2015
Cosmetic Condition: Good
Hours Used: 4091
Operating Condition: Good
Reason for Sale: Overstock
Operating Manual: Yes
Warranty: No
Service Manual: No
In Use Presently: No



Additional Information:

2002 Olympia Millennium Side Dump with Chevy Engine.

4,091 Hours

84" wide conditioner

Wash Water

Board Brush

Automatic Towel Lift

Natural Gas.

Will be converted to propane and include 2 new towels, 3 good used blades, 1 new board brush.

Machine otherwise being sold AS IS.