

October 19, 2017

Memorandum of Understanding ("MOU")

Falmouth Hockey Friends, a Maine nonprofit corporation d/b/a Falmouth Hockey Association ("Falmouth") and **Family Ice**, a Maine nonprofit corporation, ("FIC") have agreed upon the following general terms, regarding a jointly-supported project to construct an additional locker room, coaches' area and storage facility (collectively, the "New Space") at the ice arena operated by FIC known as *Family Ice Center* (the "Rink") with a target completion date of October 31, 2018.

Both parties have agreed upon the following general terms regarding the funding, construction and use of the New Space:

- a. The New Space shall not exceed 1,000 new square feet in order to not have to obtain Falmouth Town Planning Board approval.
- b. Plans and specifications, budget, and construction schedule for the New Space must be made available to FIC for its review prior to commencing construction. Falmouth agrees to revise such plans based upon reasonable FIC recommendations.
- c. Falmouth shall organize the execution and implementation of the permitting and construction process and shall coordinate all aspects of the same that may impact operations at the Rink with the FIC Rink Manager.
- d. The New Space would be owned by FIC and become part of the Rink.
- e. Falmouth HS Girls Hockey would have exclusive use of the New Space annually from November 1 through March 31, starting in November 2018, and exclusive use of the storage portion of the New Space year-round.
- f. FIC would control use of the New Space (other than the storage area portion) annually from April 1 through October 31, starting in April 2019.
- g. Falmouth would include landscape/roadwork/parking adjustments as part of construction as required in accordance with Town requirements and guidance.
- h. Falmouth, in consultation with Town Staff, will review Town Ordinances and will provide a letter to FIC documenting that a future expansion at the Rink, similar in scale to the New Space, would be feasible under current zoning regulations. The costs, permitting and all other associated requirements of any such additional expansion would be solely the responsibility of the party(ies) seeking said expansion.
- i. FIC would be willing to be the accepting party for donated funds for this project and perform the administrative tasks associated with receiving such gifts (e.g. tax letters, thank you letters, etc.).
- j. All funds would be earmarked as restricted gifts solely for the Falmouth HS Girls Hockey Locker Room Project and maintained in a separate account. Falmouth will need to be able to access these funds as needed during the construction process, subject to proper controls for disbursement of restricted donations.
- k. FIC will support Falmouth's fundraising efforts through public and private endorsements of the project as reasonably requested from time to time by Falmouth, but if deemed necessary by the President of FIC, subject to approval by the FIC Board of Directors.
- l. Jointly agreed upon donor recognition will be established at the Rink and on the FIC website for donors above a certain level of giving as part of the fundraising strategy.

Specifically, FIC agrees that as long as Falmouth fulfills the milestones described below, FIC will be supportive of the project with its endorsements.

Milestones that Falmouth commits to as part of this MOU are as follows:

Falmouth shall

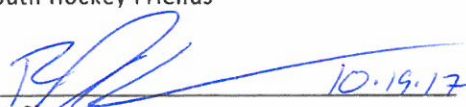
- i. Develop the exact design and prepare plans and specifications of the New Space (one locker room, bathroom with showers, and coaches /storage room with toilet) and submit the same to FIC for review and approval.
- ii. Obtain all required permits and approvals from the Town for the project.
- iii. Obtain the required documentation from the Town of Falmouth set forth in item h above.
- iv. Establish the overall project cost/fundraising target.
- v. Find General Contractor for the project and also determine which specialists may be willing to work at favorable rates for components of the job.
- vi. Finalize fundraising strategy to maximize in-season attention of donor base.
- vii. Work with Town/School to confirm plan is acceptable and see in what ways they will each be willing to support the project.
- viii. Draft a donor letter to be utilized in fundraising that will be executed by both FIC and Falmouth and distributed to potential donors. The project would be described in such letters as supporting:
 1. Family Ice Center
 2. Falmouth Schools/Athletics
 3. Girls Hockey
- ix. Work with General Contractor to determine timeline for expected permitting and construction timeline and coordinate the same with the FIC Rink Manager.
- x. Execute fundraising strategy to secure at least 90% percent of target funding before commencing construction. Notwithstanding the foregoing, Falmouth shall remain obligated to secure 100% of the funding for the New Space and FIC shall have no obligation to meet any capital needs or shortfalls.

In the event that construction of the New Space is not completed and ready for occupancy and use by December 31, 2018, then effective as of said date, unless sooner terminated by the mutual agreement of the parties, this Memorandum of Understanding shall automatically terminate and be of no further force and effect and neither party shall have any further obligations hereunder, except that in such event, FIC shall promptly thereafter return all remaining donated funds to the respective donors and/or otherwise comply with all applicable laws and regulations regarding the return restricted donations made to 501(c)(3) organizations.

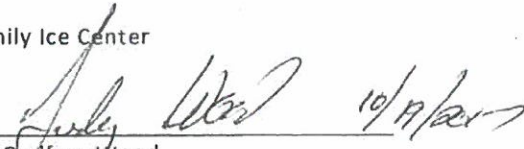
This Memorandum of Understanding represents all of the general terms agreed-upon by the parties for this project and has been negotiated in good faith. Copies of this Memorandum of Understanding can be delivered and utilized by either party for its own purposes and in support of the project.

Sincerely,

Falmouth Hockey Friends


By: Jay Chace
Title: President

Family Ice Center


By: Godfrey Wood
Title: President