

PAYMENT AND REIMBURSEMENT AGREEMENT

This Payment and Reimbursement Agreement (the "Agreement") is entered into by and between the City of Mason, Ohio, a municipal corporation ("Mason"), Festivals of Mason, Inc., an Ohio not-for-profit corporation ("Festivals"), and Aggreko, LLC, and Ohio limited liability company ("Aggreko") on this ___ day of December, 2006.

WHEREAS, Festivals is presenting an event called Christmas in Lights (the "Event") in a public park in the City of Mason for which admission will be charged; and

WHEREAS, it is necessary to have generators and fuel to power the lights for the Event; and

WHEREAS, Aggreko has offered to provide the generators and fuel for a price not to exceed \$40,000.00; and

WHEREAS, Mason has agreed to advance the necessary funds in order to pay for the generators and fuel; and

WHEREAS, Festivals has agreed to reimburse Mason for the amounts expended for the generators and fuel; and

WHEREAS, the Parties desire to memorialize these mutual promises in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Aggreko agrees to provide the necessary generators and fuel to support the Event from December 2, 2006 until December 31, 2006 at a price not to exceed \$40,000.00.
2. Mason agrees to pay to Aggreko a sum not to exceed \$40,000.00 for the provision of the generators and fuel. Said payment is authorized pursuant to Ordinance 2006-172.
3. Festivals agrees to reimburse Mason for all funds paid by Mason to Aggreko, not to exceed \$40,000.00, from funds received from the admission charged for the Event.
4. Festivals further agrees to make these reimbursement payments from the first monies collected by the admission charges.
5. This Agreement shall be governed by the laws of the State of Ohio.
6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one document.



In witness whereof, the Parties set their hands to this Agreement on the date first written above:

CITY OF MASON:

Eric Hansen, City Manager

AGGREKO, LLC

By: _____

Its: _____

FESTIVALS OF MASON, INC.

By: _____

Its: _____

Approved as to form:

Kenneth J. Schneider
City of Mason Law Director