

RESOLUTION NO. 1546

RESOLUTION APPROVING TWO CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$13,200.00.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, the fiscal year 2016-2017 budget for Hoover's Hometown Days include funding for entertainment and services for the event; and

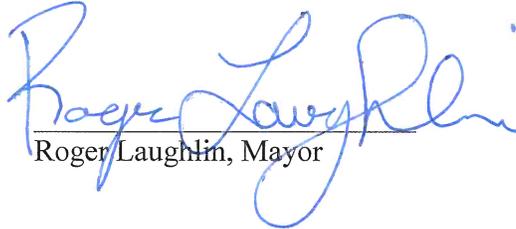
WHEREAS, two organizations have submitted proposed service agreements in the amount of \$13,200.00 to provide inflatables attractions, airbrushing tattoos, a mobile gaming trailer package with staffing, and pony rides for children; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreements are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

* * * * *

Passed and approved this 8th day of December, 2016.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk



ENTERTAINMENT CONTRACT / INVOICE

Midwest Inflatables, LLC
 P.O. Box 1749
 Ames, IA 50010
 515.450.6478
 info@midwestinflatables.com

Contract Date
 December 1st, 2016

Invoice Number
 2017001

LESSEE INFORMATION
Lessee Name: City of West Branch -- Hoover's Hometown Days
Lessee Address: P.O. Box 460, West Branch, IA 52358
Lessee Contact: Rebecca (Becky) Knoche -- 319.643.2633 work, bknoche@wbpl.org
Alternate Contact: N/A
Event Location: Village Green (Corner of Parkside Drive and Main Street) West Branch, IA 52358

LESSOR INFORMATION
Midwest Inflatables, LLC
P.O. Box 1749, Ames, Iowa 50010
Lessor Contact:
Jeremy Boekelman 515.450.6478
jeremy@midwestinflatables.com

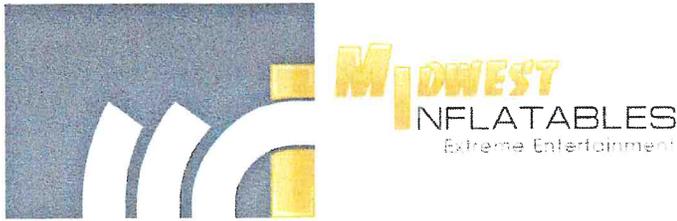
Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-up Date	Tear-down Date
Hoover's Hometown Days (City Festival)	11:00 AM - 8:00 PM	August 5 th , 2017			

Equipment to be Leased / Services Provided	Quantity	Rate	Amount
Inflatables, Airbrushing Tattoos, and Mobile Gaming Trailer Package with Staffing	1	12,000	\$12,000.00
Mobile Gaming Trailer with Staffing	1	N/A	Included
Treasure of the Caribbean with Staffing	1	N/A	Included
30 ft. Rock Climb Slide + Vertical Rush with Staffing	1	N/A	Included
Leaps N Bounds with Staffing	1	N/A	Included
Wild One Jr. Obstacle Course with Staffing	1	N/A	Included
20 ft. Dual-Lane Accelerator Slide	1	N/A	Included
Rescue Heroes (Toddler Unit) with Staffing	1	N/A	Included
UFO Combo (Bounce House with Slide) with Staffing	1	N/A	Included
First Down with Staffing	1	N/A	Included
Mini Golf with Staffing	12 Holes	N/A	Included
Airbrush Tattoo Artist from 11 AM - 3 PM	2 Artists	N/A	Included
Payment Information / Terms and Conditions	Package Price		\$12,000.00
Please make check payable to: Midwest Inflatables, LLC - PO Box 1749	Sales Tax		Tax Exempt
Staffing will be provided for all leased equipment.	Total		\$12,000.00
Electrical Requirements to be determined closer to the event.	Retainer with Contract		N/A
Sandbags / Waterbags to be used, except where permission to stake is granted by Park Service.	Balance Due at Event		\$12,000.00

The person signing this entertainment contract on behalf of Lessee must be at least 18 years of age. I have read and understand the Terms and Conditions of this entertainment contract, and verified that all the information is correct. Please return signed copy of both the Contract and Cancellation Policy within 30 days.

Print Name: ROGER LAUGHLIN
Signature: *Roger Laughlin*
Date: 12-8-16

Jeremy Boekelman
 Midwest Inflatables, LLC
Signature: *Jeremy Boekelman*
Date: 12-1-2016



CANCELLATION POLICY

Midwest Inflatables, LLC
 P.O. Box 1749
 Ames, IA 50010
 515.450.6478
 info@midwestinflatables.com

Contract Date	December 1 st , 2016
Invoice Number	2017001

Lessee Name
City of West Branch – Hoover’s Hometown Days
P.O. Box 460
West Branch, IA 52358

Contact Person
Rebecca Knoche
319.643.2633
bknoche@wbpl.org

Event Location
Village Green
(Corner of Parkside Drive and Main Street)
West Branch, IA 52358

Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-Up Time	Representative
Hoover’s Hometown Days (City Festival)	11:00 AM – 8:00 PM	August 5 th , 2017	August 5 th , 2017	Morning of Event	Jeremy Boekelman

CANCELLATION POLICY: Terms and Conditions

When you return a signed contract to Midwest Inflatables, LLC it becomes a legally binding agreement subject to the terms and conditions contained within the contract. Midwest Inflatables, LLC has the following cancellation policy:

We accept cancellations within 24 hours of the event start time due to weather conditions that would prevent the safe use and operation of our inflatables or attractions. Our inflatables cannot be used and operated outdoors in the following weather conditions: winds more than 20 m.p.h., rain, lightning, drizzle, hail, sleet, snow, or ice. The retainer is nonrefundable, but will be applied to a rescheduled event, date subject to our availability. A retainer must be used within 15 months of the original event date or it will be forfeit. If the cancellation is made after our staff has already left our facilities, client is responsible for the costs and expenses incurred. If the cancellation is made after we begin to set up at your event, client is responsible for full payment. PLEASE NOTE: When the weather forecast is uncertain, we try to be flexible and work to accommodate our clients. We are willing to adjust the hours, reschedule, or cancel an event, as necessary.

Cancellations or rescheduling for nonweather-related reasons must be done at least 90 days prior to the event date. The retainer is nonrefundable, but will be applied to a rescheduled event, date subject to our availability. A retainer must be used within 15 months of the original date or it will be forfeit. Midwest Inflatables will require full payment for events cancelled or rescheduled for nonweather-related reasons within 90 days of the event date.

PLEASE CALL 515-450-6478 TO CANCEL

I hereby certify that I am at least 18 years of age. I have read, understand, and agree to the terms and conditions of this cancellation policy.

Print Name: ROGER LAUGHLIN
 Signature: *Roger Laughlin*
 Date: 12-8-16

Jeremy Boekelman
 Midwest Inflatables, LLC
 Signature: *Jeremy Boekelman*
 Date: 12-1-2016



General Agreement

Melissa Russell BY: _____

THIS AGREEMENT made this 11th day of November, 2016, by and between DAVID and DEBORAH GRIMM D.B.A. PONY GO ROUND PONY RIDES (First Party), and Hoover's Hometown Days, West Branch, IA (Second Party).

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part does hereby covenant and agree that it shall:

I. Said party of the first part covenants and agrees that it shall:

- a) Provide a live 6 pony carousel ride for the date of Saturday, Aug. ~~8~~ ^{5th}, 2017, Noon - 4 pm
- b) Provide free rides to the public for these 4 hours.
- c) Provide certificate of insurance upon arrival at the event.
- d) Reserve the right to refuse rides to riders it deems too large for the ponies.

II. And said party of the second part covenants and agrees that it shall:

- a) Provide adequate space for the ride, Approx. 30' diameter.
- b) Pay Pony Go Round a \$200⁰⁰ set up fee and \$250 per hour for 4 hours of free rides. \$1200⁰⁰ total

III. Other terms to be observed by and between the parties:

- a) In case of rainout, Party #2 will pay Party #1 only for hours that the ride was running and the set up fee. If we have not left home and the event is cancelled, no money is exchanged.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of IOWA. This is the entire agreement.

Signed the day and year first above written.

ddgrimm@netins.net
319-461-3926

Signed in the presence of:

Witness: _____

First Party: David E. Grimm

Witness: _____

Second Party: Roger Laybelle - MAYOR
12-8-16