

RESOLUTION 2002

A RESOLUTION APPROVING "JARROD HOGAN", "PONY GO ROUND PONY RIDES", "ABOUT FACES ENTERTAINMENT", AND "ABSOLUTE SCIENCE" FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$4400.00.

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

WHEREAS, the fiscal year 2022 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and


WHEREAS, four organizations have submitted proposed service agreements in the amount of \$500 for Jarrod Hogan for daytime musical performance of 2 hours, \$1300 for Pony Go Round Pony Rides for 4 hours of pony rides, \$1800 for About Faces Entertainment for 1 caricature artist, 1 balloon sculptor, and 1 strolling magician for 4 hour, \$800 for Absolute Science for 4 hours of bubble stations.

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 3RD DAY OF MAY, 2021.



Roger Laughlin, Mayor

ATTEST:



Redmond Jones II, City Administrator/Clerk

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of Apr. 12th, 2021, between The City of West Branch ("City") and Jarrod Hogan (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at Hogues Home on Days (the "Venue"), located at the address 113 1st St, West Branch, IA

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the address Main Street, on the 7 day of August, _____, from _____ to _____.
2. **Description of Show.** - 2 performances each 1 hour at a time
TBD between 11:00am - 2pm.
- 2 Shows will last of a minimum of 60 minutes. each show
3. **Payment.** Compensation for the Show will be \$500.00 dollars, payable by City of West Branch being the "Fee." The whole of the Fee is due immediately following the Performer's Show. Up to 50% of the Fee may be requested by the Performer as a deposit prior to the performance.
4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.
5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Performer, the deposit of Fee will be non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.
6. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.
7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.
8. **Sound Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City.
9. **Insurance, Security, Health, and Safety.** The Performer is required to have Proof of Insurance provided to the City at the time that this contract is signed. Insurance documents must show coverage for any and all damage to equipment as well as any personal injury that may be incurred as a result of the scheduled Show. The City warrants that the Venue will be of

sufficient size to safely conduct Show, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

14. **Video/Photography.** The City reserves the right to record and photograph the show for use for publicity and use on the local Cable Access Channel. Attribution will be given to performers when used on the local channel.

The below-signed the Performer Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue (above).

Signature of the Performer Representative: Jarrod Hogan

Performer's Representative typed name and title: N/A

Performer's typed name: Jarrod Hogan

Performer's Address: 649 Raleigh Ln Marion, Iowa 52302

Performer's Phone #: 319-360-4378

City's Representative Signature: Roger Laughlin

City's Representative typed name and title: ROGER LAUGHLIN, MAYOR

General Contract Agreement

THIS AGREEMENT made this 29th day of March, 20 21, by
and between David and Deborah Grimm DBA Pony Go Round Pony Rides (First Party)
and Hoover's Home town Days, West Branch, Iowa (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:

I. Said party of the first part covenants and agrees that it shall:
Provide a live 6 pony carousel ride for Saturday Aug. 7th, 2021, Noon - 4 pm
Provide free rides to the public for these 4 hours.
Provide certificate of insurance upon arrival at the event.
Reserve the right to refuse rides to riders we deem too large for the ponies.

II. And said party of the second part covenants and agrees that it shall:
Provide adequate space for the ride. Approx. 30' diameter.
Pay Pony Go Round a \$260⁰⁰ setup fee and \$260⁰⁰ per hour for 4 hours of free
rides. \$1,300 total.

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

This is the entire agreement.

Signed the day and year first written above.

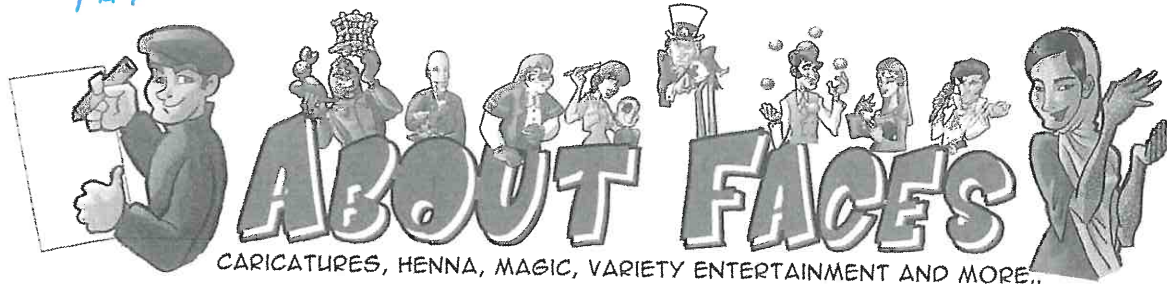
Signed in the presence of:

Witness: Edmond Jones II

Witness: Edmond Jones II

319-461-3926
First Party: David E. Grimm
Second Party: Boye Laughlin

Fax - 410-740-5417



5092 Dorsey Hall Dr, Suite 202, Ellicott City, MD 21042

Make payment to About Faces (address above), NOT to the entertainers.

Paying by check (preferred) or money order

Please fill in the information below to the best of your ability and return this with the contract. You do not need to send this form with the check.

Check Amount \$	
Check will be mailed (approx. date put in mail)	
Check will be coming from (Company Name or Client Name on check)	

Once we receive the check, we will send you an email confirmation.
Please note: there will be a \$15 returned check fee.

Paying by credit or debit card

Please fill in the information below.

Contract/Event ID #	
Card Type & 16 Digit Card Number	
Expiration Date:	
3 Digit CID #	
Full Name on Card	
Full Billing Address used with this card	

Once we run the card, we will send you a receipt via email.

Please note: We charge the deposit upon return of the contract, if we are more than 30 days out from your event, and the balance will be charged once we are within 30 days of your event. If you are booking within 30 days of your event date, the full balance will be charged.

We accept Visa, Mastercard and Discover.

If paying via American Express, there will be a 3% processing fee added to the total.

Other Payment Options:

If paying by Electronic Transfer (directly from your bank to ours), please let us know, and we can send you our ACH bank information. There is no fee to use this option.

If paying by Paypal, Paypal fees will apply.

If paying by wire transfer, there is an \$18 fee per transfer.

About Faces Entertainment

we draw a crowd!

5092 Dorsey Hall Dr, Suite 202 Ellicott City, MD 21042 800-923-8669 phone 410-740-5417 fax
www.aboutfacesentertainment.com

Melissa Russell

Contract # 41191
Agent: MH

This contract made 04/27/2021 by and between About Faces Entertainment and Melissa Russell hereinafter referred to as the Client, is subject to the terms and conditions stated herein.

CONTRACT #: 41191
DATE OF EVENT: Saturday, August, 07, 2021
EVENT: Community Event
EVENT LOCATION DETAILS: Town Hall
Outside
113 North First Street, West Branch, IA, 52358
ONSITE CONTACT NAME/NUMBER: PLEASE PROVIDE - Onsite Contact Name who will be present at the event (PLEASE PROVIDE - Onsite Contact Number good during the hours of the event)
TYPE OF ENTERTAINMENT: 1 Balloon Sculptor(s) (12:00 PM - 04:00 PM)
1 Caricature Artist(s) (12:00 PM - 04:00 PM)
1 Magician(s) (Strolling) (12:00 PM - 04:00 PM)
EVENT SPECIAL NOTES:

Full compensation for the engagement shall be \$1800.00 A nonrefundable deposit of \$900.00 reserves About Faces' services for the above date(s). The remaining balance of \$900.00 will be paid immediately following the engagement If you have provided a credit card, the balance will be automatically charged. Signing and returning this contract reserves About Faces' services for the date of the event shown above. In the event of cancellation by client less than 30 days prior to the day of the engagement, About Faces shall be entitled to payment in full.

All dollars referred to in the terms above are US currency. Entertainers will report to the contact at the above location and will provide all equipment required for the execution of their work EXCEPT: two chairs and a table per face painter or henna artist; two chairs and the use of an electrical outlet per caricature artist. If paid parking is necessary for the event, clients are liable for providing parking accommodations for each entertainer, or for compensating for the cost of parking. If hiring a juggler, please allow a MINIMUM of 12' Clearance. About Faces does not accommodate rain dates.

Please read above information carefully and confirm the details. Please provide directions to your event if possible.

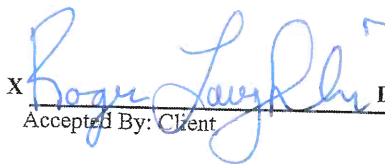
Additional Terms

Client will: make payment as above; provide utilities and adequate space reasonably separated from music/loudspeaker; provide adequate shade and shelter from the elements; provide reasonable protection to entertainer(s) and their property; be responsible for any damage to entertainer(s)'s property resulting from acts of client, guests, employees, agents, customers, or participants in the event. Payment is for services as entertainers. Any by-product of entertainer's services are available free of charge. Drawings may not be used for printed products of any kind, or electronic transmission, without the entertainer's permission and payment of an appropriate fee. Entertainer(s) will: perform at the engagement to the best of their abilities; conduct themselves in such a manner so as not to interfere with the success of the event or reflect discredit on themselves or client; submit to reasonable instructions and suggestions by the client consistent with the ability to perform in entertainer's customary style; not be responsible for any damage to place of the engagement caused during the performance by members of the audience or by persons not directly associated with the entertainers; not be responsible, except by forfeiture of compensation, for failure to perform or inadequacy of performance due to sickness, accidents, acts of God or other legitimate conditions beyond reasonable control. It is understood that the entertainer(s) executes this agreement as an independent contractor and not as an employee and that they shall have exclusive control over the means, method and details of fulfilling their obligation under this contract, consistent with the provisions set forth above, except for the performance time and length and type of act. As an independent contractor, the entertainer(s) assumes all responsibility for withholding tax for social security, state tax, public liability and workman's compensation insurance. This contract is void if not returned within 14 days from the contract date. Please note, there will be a \$35 returned check fee. Proof of insurance available upon request. Please sign and return one copy of the contract with a deposit as soon as possible to ensure our availability for your event.

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that those present at the event may be exposed to or infected by COVID-19 and that such exposure or infection may result in serious illness and/or death. I also acknowledge that I am responsible for ensuring the event follows all state and local guidelines regarding social distancing and COVID 19 safety measures. About Faces Entertainment and their artists will not be held responsible for any violations of state and local guidelines regarding the service I have contracted them to provide



X _____ Date: 04/27/2021
Accepted By: About Faces Entertainment



X _____ Date: 5-3-21
Accepted By: Client

Please Print

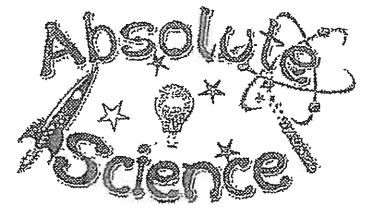
Mail Contract To:

Absolute Science

1653 George Washington Blvd. Davenport, Iowa 52804

563-823-1471 or 309-945 3414 (cell)

ReBrammer@mediacombb.net

Company/Organization Name City of West BranchEvent Address 113 N 1st StreetEvent date August 7, 2021Performance time(s) TBD

<u>Melissa Russell</u>	<u>319-930-0393</u>	<u>319-930-0393</u>
Contact name	Phone number	Cell phone

FEES Total amount due	<u>\$ 800.00</u>	<u>4 Hours</u>
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Performance Selected (circle all that apply)

Science Program Reaction Station Workshop Bubble Show

Bubble Stations Hands on Science Stations**If Reaction Station is circled** - which workshop is needed? Circle One

Stomp Rockets Half Pint Hovercrafts Balloon Zoomers Rock Candy Lab

Air Jets Hot Air Balloons Rockets Unlimited (No limit on participation)

How many participants do you expect to attend the Reaction Station? _____

Upon Signing and dating this agreement each party is committed to its fulfillment.

Absolute Science Signature MCh Date 4-14-21Client Signature Roger Laugherini Date 5-3-21

*Some experiments involve small fires

We bring a fire proof safety floor mat, fire extinguisher, and talk to the children about having the proper safety equipment for the experiment we are working on.

If fire is not allowed we will substitute for another Experiment.

May we use fire? Yes or No _____