

**RESOLUTION 2022-08**

**A RESOLUTION APPROVING VARIOUS CONTRACTS FOR HOOVER'S  
HOMETOWN DAYS 2022 IN THE AMOUNT OF \$15050.00.**

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

**WHEREAS**, the fiscal year 2022-2023 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

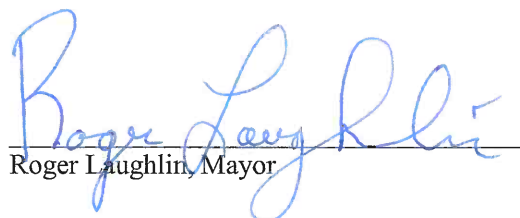
**WHEREAS**, two organizations have submitted proposed service agreements for children's activities in the amount of \$2200.00 for About Faces Entertainment and \$850.00 for Absolute Science and Midwest Bounce Pro for \$12,000; and

**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 7th day of February, 2022.**

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk

# 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  
City of West Branch

Contract # 45092  
Agent: MH

This contract made 12/15/2021 by and between About Faces Entertainment and Melissa Russell representing City of West Branch hereinafter referred to as the Client, is subject to the terms and conditions stated herein.

CONTRACT #: 45092  
DATE OF EVENT: Saturday, August, 06, 2022  
EVENT: Community Event  
EVENT LOCATION DETAILS: Town Hall  
Outside  
113 North First Street, West Branch, IA, 52358  
ONSITE CONTACT NAME/NUMBER: Melissa Russell (319.930.0393)  
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: Performers require a safely set up canopy to protect them from the elements.

Full compensation for the engagement shall be \$2200.00, to be paid within ten days following the engagement. 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.**

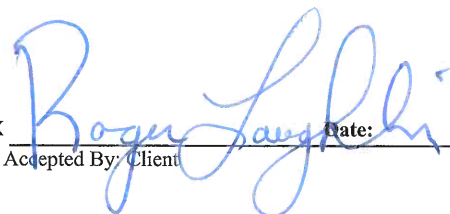
#### Additional Terms

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.

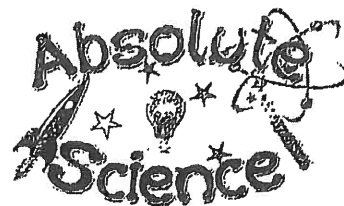
Please sign and return one copy of the contract with a deposit as soon as possible to ensure our availability for your event.

**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: 12/15/2021  
Accepted By: About Faces Entertainment

X  Date: 2-7-22  
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 Branch

Event Address Village Green area; corner of Main! Parkside

Event date August 6, 2022

Performance time(s) 11 am - 3 pm

Contact name	Phone number	Cell phone

FEES Total amount due \$850 4 Hours

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 [Signature] Date 12-20-21

Client Signature [Signature] Date 2-7-22

\*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



CONTACT PERSON:

Becky Knoche

P: 319-643-2633

C:

Event Address: E Main St

West Branch IA, 52358

# INVOICE 2020433

Rental Date: 08/06/2022 11:00am

Event Rental Time: 08/06/2022 11:00am → 08/06/2022 05:00pm

Event Location:

Setup Surface: Grass

#	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
1	95 ft Radical Run Obstacle Course	\$1,149.00	1	\$1,149.00
2	The Vortex Interactive Challenge	\$699.00	1	\$699.00
3	Zorb Balls w/ 75' Rolling Hills Track 11:00 am - 5:00 pm	\$1,749.00	1	\$1,749.00
4	Bungy Trampoline 4 Person 11:00 am - 5:00 pm	\$2,549.00	1	\$2,549.00
5	Toddler Animal Kingdom	\$434.00	1	\$434.00
6	Event Staff	\$390.00	9	\$3,510.00
7	Modular 5-in-1 Combo	\$349.00	1	\$349.00
8	S.A.F.E. Archery Hoverball	\$429.00	1	\$429.00
9	World of Sports	\$469.00	1	\$469.00
10	Toxic Meltdown 4 Player 11:00 am - 5:00 pm	\$1,599.00	1	\$1,599.00

SubTotal	→ \$12,936.00
General Discount: 1307	-\$1,307.00 → \$11,629.00
Travel Fee (127 mi)	\$371.00 → \$12,000.00
Tax: 0.00%	\$0.00 → \$12,000.00
Total	\$12,000.00
Min Payment Req'd	\$6,000.00
Check (39317) Payment	\$3,000.00

**Due \$9,000.00**

Thank you!

COMMENTS:

THANK YOU FOR YOUR BUSINESS!

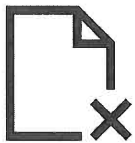
## TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Midwest Bounce Pro for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

**Delivery/Operation/Payments:** To address specified by Lessee. Lessee grants Midwest Bounce Pro and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at or before time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$30.00 for all service calls due to electricity.

**General Rules for Safe Operation:** Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Midwest Bounce Pro employees/contractors. Unit **MUST BE** properly anchored prior to use. Unit will be anchored initially by Midwest Bounce Pro employees/contractors and the anchors **MUST NOT** be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightning. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

**Additional Safety Rules:** **Before entering the unit**, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. **Never** place a hose or water on or into the unit unless authorized by Midwest Bounce Pro. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself. **Only** children of the same age group are to play on the unit at the same time.



RZ  
LESEE INITIAL

**Additional Terms of Lease:** Midwest Bounce Pro is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time!!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$100.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit.

Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

**Hold Harmless Provisions:** Lessee agrees to indemnify and hold Midwest Bounce Pro harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Midwest Bounce Pro from injuries or damages incurred as a result of the use of the leased equipment. Midwest Bounce Pro cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Midwest Bounce Pro from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

**Disclaimer of Warranties:** Midwest Bounce Pro makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Midwest Bounce Pro if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

**Breach/Indemnity/Arbitration:** In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Midwest Bounce Pro for all costs incurred by Midwest Bounce Pro incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Midwest Bounce Pro determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Midwest Bounce Pro may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Midwest Bounce Pro and Lessee will abide by the IASTate laws and forgo filing a lawsuit to solve the dispute.

*BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Midwest Bounce Pro PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).*

SIGNATURE *Roger Laughlin*

PRINT NAME ROGER LAUGHLIN

DATE 2-7-22

