

RESOLUTION 2022-17

A RESOLUTION APPROVING VARIOUS CONTRACTS FOR HOOVER'S
HOMETOWN DAYS 2022 IN THE AMOUNT OF \$2843.29.

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

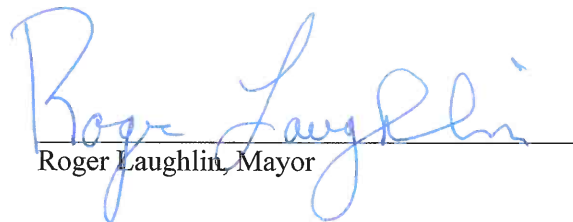
WHEREAS, the fiscal year 2022-2023 budget for Hoover's Hometown Days
includes funding for entertainment and services for the event; and

WHEREAS, three organizations have submitted proposed service agreements in the
amount of \$2843.29 for Book Jack Band (\$1500.00), Big Ten Rentals (\$518.29) and Port O
Jonny (\$825.00); and

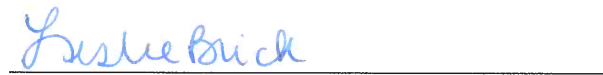
WHEREAS, it is now necessary to approve said agreements.

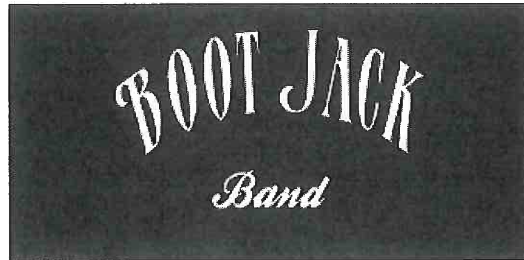
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West
Branch, Iowa, that the aforementioned agreements are hereby approved. Further, the Mayor
is directed to execute the agreements on behalf of the City.

Passed and approved this 22nd day of February, 2022.


Roger Laughlin, Mayor

ATTEST:


Leslie Brick, City Clerk



Performance Agreement

THIS AGREEMENT is for the business services of performing artist(s) on the event described below between the undersigned **Kevin Stoolman, Hoover Hometown Days Rep**, as purchaser of performance services ("Purchaser") and the undersigned artist **Boot Jack Band** and or its agent ("Artist") is made this, **31st day of January, 2022**. The terms of this contract are as follows:

A. Terms:

1. Name of Artist: **Boot Jack Band**
2. Name of Event/Venue: **Hoover Hometown Days**
3. Place: **West Branch, IA**
3. Date(s) of Services: **Saturday, August 6, 2022**
4. Time of load in: **4pm**
5. Time for sound check: **7pm**
6. Time/Duration of Performance: **8pm-Midnight**
7. Number of sets and duration: **2-3 sets with short breaks, times TBD**

B. Payment of Artistic Fees:

1. Compensation Agreed Upon: **\$1,500**
2. Amount of Deposit: **\$0.00** Date Due: **N/A**
3. Time of Payment: Fees will be paid by the Purchaser's check to Artist after performance on **Balance of \$1,500 (Due at time of performance)**
4. Checks must be made payable to: **Jennifer Zoller**

Artist Rider

1. **PAYMENT AND COMPENSATION.** Purchaser will make payment by check to Artist immediately after completion of the performance (s), unless otherwise previously agreed in writing by Artist and Purchaser.
2. **ARTIST'S RIGHT TO TERMINATE.** If Artist is entitled to deposit payment as provided above, and the deposit has not been paid within the time specified, Artist shall have the right to terminate this agreement without any further obligation.
3. **CANCELLATION AGREEMENT:** the purchaser may cancel the engagement under the conditions considered to be an Act of God, such as flood, tornado, blizzard, or fire at the place of event, in which the purchaser must contact the undersigned representative no less than 4 hours prior to starting time of performance. The compensation for any engagement that is cancelled less than 30 days prior to, but before the start time, is an amount equal to 50% of this contract. Once performance has begun compensation of this contract is 100%. In the event Boot Jack Band should end the performance before the agreed upon time due to building mechanical failure (plumbing, electrical, structural, fire) or weather conditions makes performing dangerous then the purchaser is responsible for 100% of this contract. If prior agreed upon compensation is based upon percentage than a rate of \$600.00 applies. Purchaser is also responsible for any personal injury and all damage to equipment owned by Boot Jack Band and its members directly caused by any building mechanical failure as described above. Artist may cancel or end performance if weather makes it dangerous to members or equipment of Boot Jack Band.
4. **SICKNESS AND ACCIDENTS.** If Artist (any member of Boot Jack Band) is unable to perform due to a sickness, accident or death of an immediate family member, proof of such detention will be provided to the purchaser within 48 hours of notice. In the event of such non-performance, the deposit payment (if any) advanced to the Artist shall be returned promptly.
5. **PROMOTION AND PRODUCTION.** Purchaser shall be responsible for all matters pertaining to the promotion of the scheduled engagement, including but not limited to venue rentals, security, and advertising. Artist agrees that Purchaser may use Artist's name, pictures and promotional material given to Purchaser by Artist.
6. **COMPLIMENTARY TICKETS.** Unless otherwise agreed, Purchaser will allow 1 guest per band member, with a maximum of 10 tickets.
7. **SALE OF MERCHANDISE.** A fee of 0 percent of gross sales will be paid to the Purchaser by Artist for all merchandise, such as souvenir's, programs, photographs, recordings and other merchandise related to the Artist, sold immediately before, during or after the performance at the Venue. ***Purchaser shall provide a six foot table and two chairs, or other accommodations mutually determined to be appropriate to the venue, for merchandise sales.*** Merchandise will be prominently placed so as to maximize sales.
8. **NO PERFORMANCE SHALL BE RECORDED, REPRODUCED OR TRANSMITTED.**
9. **SOUND/LIGHTING. PROVIDED by Boot Jack Band**
10. **DRESSING ROOM.** Purchaser shall provide 1 (one) safe, clean dressing room(s) with lock(s).
11. **HOSPITALITY.** Unless otherwise indicated, Purchaser will provide an allowance of hot and cold beverages for the sole use of the band and crew members prior to and during performance. Special arrangements shall include:
 - A. ***Purchaser to provide food/beverage for members of Boot Jack Band***
12. **SECURITY.** Purchaser shall provide adequate security so as to guarantee the safety of the audience and the Artist. Purchaser will ensure that no unauthorized persons will have access to the stage or backstage area, and the band will provide names of persons

or guests authorized to be backstage. Purchaser shall be responsible for any theft or damage to the equipment of Artist that may occur during the time that the equipment is located on Purchaser's premises or place of venue.

13. INDEPENDENT CONTRACTORS. Artist acknowledges that it is an independent contractor and not an employee of the Purchaser and shall be responsible for all taxes. Purchaser shall control the times and division of the performance, and Artist shall control the manner, means, and details of such performance.

14. INSURANCE. Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and take down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third party claims.

15. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement cannot be assigned or transferred without the written consent of the artist. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by the parties hereto. This agreement shall be governed by the laws of the state of Iowa. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the county of Linn, state of Iowa.

16. SEVERABILITY. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

17. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative and/or agent of the Artist hereby represent that such person is duly authorized and that the Artist agrees to be bound by the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder solely in the capacity of representative or agent of Artist, said person is not a party to this contract and shall not be liable or responsible in any way for the omissions of Artist, nor for any failure by Artist to adequately perform or comply with any term or condition hereof.

Artist:

Jennifer Zoller

319-981-5003

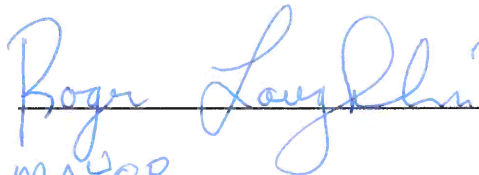
booking@bootjackband.com

Purchaser:

Name: Kevin Stoolman, Hoover Hometown Days

Phone: 

Email: klstoolman@live.com


MAYOR

1820 BOYRUM STREET
 IOWA CITY, IA 52240
 www.bigtenrentals.com
 319-337-7368 Phone

Status: Reservation

Contract #: 28265

Event Beg: Fri 8/ 5/2022 9:00AM

Event End: Sat 8/ 6/2022 4:00PM

Operator: Kirk Dzurisin

Customer #: 16675

City of West Branch

Phone 319-643-7100

Main Street
 PO Box 218
 WEST BRANCH, IA 52358

Job Descr: Hoover Days - 2022

****DELIVERY/PU DATES ARE NOT CONFIRMED. ****

Ordered By: Melissa Russell 319-930-0393

Salesman: Kirk Dzurisin sales@bigtenrentals.com

Delivery Thu 8/ 4/2022

Melissa Russell 319-930-0393
 Downtown West Branch Main Office
 110 North Poplar Street
 WEST BRANCH, IA 52358

Pickup Sun 8/ 7/2022

Melissa Russell 319-930-0393
 Downtown West Branch Main Office
 110 North Poplar Street
 WEST BRANCH, IA 52358

Drop trailer with items

Qty	Items Rented	Retail Each	Price
9	Umbrella 48" Table Package 1day \$23.45 For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$46.90	\$211.05
9	Umbrella Color For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$0.00	\$0.00
9	Umbrella Wood Extension 4ft	\$0.00	\$0.00
3	7.5ft Patio Umbrella for 48" Round -BLUE	\$29.90	\$0.00
54	Chair - Black Plastic Folding 1day \$1.25 1week \$2.50 NOTE: Please re-stack chairs as delivered. Rental price does not include set-up or take-down.	\$2.20	\$59.40
2	Umbrella for 48" Round -GREEN For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$29.90	\$0.00
2	7.5 ft Umbrella for 48" Round -NATURAL	\$29.90	\$0.00
2	Umbrella for 48" Round -YELLOW For pick-up of items have all items stacked as delivered. Prices do not include set-up or take-down of tables.	\$29.90	\$0.00

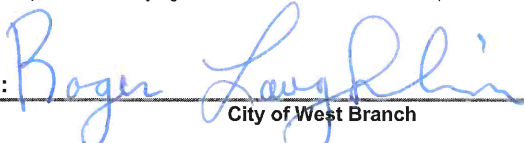
Qty	Items Rented	Retail Each	Price
1	<p>Trailer Encl 6x12SA Single Axle 1day \$39.00 1week \$249.00 4weeks \$996.00 TRAILER AGREEMENT TERMS Rental is authorized for a 100-mile radius. In the event of noncompliance or violation of any of the conditions of this agreement, this agreement ends immediately and You shall be liable for all damages or repairs including, but not restricted to, mechanical, body damage, etc. from the time of violation until safe return of said trailer to the location where the trailer was originally rented. TOWING VEHICLE REQUIRES 4 WAY FLAT HOOKUP FOR TRAILER BRAKES.</p> <p>A portion of The TERMS and CONDITIONS is reprinted here for your convenience: * The Damage Waiver is not insurance, nor is it a warranty. You will be responsible for all repair/replacement costs exceeding \$500 with respect to rented trailers. Your insurance will continue to apply for our benefit and will remain primary (we will be subrogated to your rights under such policy). You agree to assign to BTR all of your rights there under and to take all actions necessary to assist us in recovering from your insurer for all damages not covered by the Damage Waiver. * Customer shall remain fully liable for loss or damages resulting from overloading or exceeding the rated capacity of trailers and damage to tires and tubes resulting from blowout, cuts, bruises, road hazards or other similar causes.</p> <p>REPLACEMENT REQUIREMENTS FOR ST TIRES Customer is responsible for replacing tires (remaining life) due to any damage while in your possession. The replacement tire MUST be of the Correct type, "ST - Special Trailer", and size. We will refund prorated (tire only) for the accumulated wear previous to your rental. Bring us the receipt for the new tire, and the damaged tire for tread measurement. Replacement Tire must be ST205/75D15</p> <p>TRAILER INSPECTION FORM Customer needs to sign the Trailer Inspection Form acknowledging the condition the trailer is in when they take it.</p> <p>YOUR INSURANCE CARD AND A VALID DRIVER'S LICENSE ARE REQUIRED. Please provide us with a copy of your current insurance card which covers the vehicle you will be towing the trailer with. The driver of said vehicle must provide a valid driver's license.Replacement Tire must be ST205/75R15</p>	\$78.00	\$78.00
1	Delivery W Branch, Cedar Cty	\$135.00	\$135.00

Rental Contract

Big Ten requires at minimum 72 hour window for Deliveries and Pickups. The delivery and pickup times on the contract are just a reference and not actual time of services. We will call you to confirm your actual delivery and pickup times. Additional labor fees might be added if we don't have direct access to the delivery and pickup site and/or no one is there when we deliver/pickup the items and need to return to the site at a later time ...
 Customer must call "Iowa One Call" (811) if any items are to be staked into the ground,

A 35% Non-Refundable deposit is due at the time of reservation. Balances must be paid in full 8 days before delivery will be scheduled. A finance charge of 1.5% monthly will be charged on all unpaid balances. An open credit card will be kept on file for any and all additional charges resulting from: damage, items kept longer than the agreed upon rental period, delinquent payments, cleaning fees, other fees and/or for the purchase of nonreturned items.
 Cancellations can be made anytime 1 week prior to the reservation with only the loss of the 35% deposit. Cancellations made after will be subject to full contract payment.

Prompt return of your rentals saves you money. All time is charged including Saturday, Sunday and holidays.
 I have read and understand the terms and conditions of both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I

Signature: 
 Roger Laughlin
 City of West Branch

Rental:	\$348.45
Damage Waiver:	\$34.84
Delivery Charge:	\$135.00
Subtotal:	\$518.29
Total:	\$518.29
Paid:	\$0.00
Amount Due:	\$518.29

TERMS AND CONDITIONS OF RENTAL CONTRACT

- (1) For good and valuable consideration, you and Big Ten Rentals, Inc. agree as follows: As used in this Contract, "Page 1" refers to the first page or "face" of this Contract; "Contract" means Page 1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the items rented or sold to you, as identified on Page 1 (including any "Instructions" provided per the terms of Section 5 below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "BTR," "Lessor," "we," "us" and "our" mean Big Ten Rentals Incorporated, an Iowa corporation d/b/a "Big Ten Rentals, Inc." "Contract" means Page 1 together with these Terms and Conditions of Rental Contract;
- (2) You agree to rent the Rented Item(s) from BTR for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by BTR. Except only as otherwise specified in writing by BTR, all rental rates are for normal use of the Rented Item(s) on: (a) a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and/or 160 hours per 4-week period with respect to equipment and tools, and (b) a single-day/single-event basis with respect to party and special events-related items (e.g., tents, inflatables, tables, chairs, and other special events items). The Rent will be increased for overtime, overuse and late returns, as well as misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay BTR: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 35% of the Estimated Rent) at least 8 days prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) BTR may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise specifically agreed by BTR in writing. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned, and will become the property of BTR.
- (3) You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); (d) by properly qualified, certified, and if required, licensed, operators; and (e) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.
- (4) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by BTR; and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, ASSE, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply with the same (including EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 or 800-292-9899, or go to <www.iowaonecall.org>, at least 48 hours in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place an OSHA-compliant EVACUATION PLAN for all rented tents; and (x) will ensure that all others comply with this Section.
- (5) You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to BTR on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay BTR: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, BTR may incur in connection with your failure to do so.
- (6) If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) for such service(s), and for time spent awaiting access to the Site; (b) be present for delivery and retrieval; and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless BTR. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).
- (7) Certain (typically special events) items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.
- (8) In the event of a Malfunction, you will immediately notify BTR, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is EXCLUSIVE. BTR will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.
- (9) BTR owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.
- (10) You may not transfer, sublease or assign any Rented Item(s) or this Contract without BTR's prior written consent. BTR may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attain to the assignee, and such assignee shall not be responsible for, any pre-existing obligations or liabilities of BTR.
- (11) You will maintain all insurance BTR deems necessary, including (unless we waive it), at least: (a) commercial general liability insurance with minimum limits of \$1,000,000 USD per occurrence; and (b) "all-risk" or inland marine insurance (or the equivalent), covering all loss of, and damage to, the Rented Item(s) (including while in transit) for the full (new) replacement value thereof; (c) Hired Auto liability insurance with limits of not less than \$1,000,000 USD per occurrence; and (d) host liquor liability insurance. All such policies shall be primary; shall name BTR as an additional insured and loss payee; shall be primary and non-contributory, and shall waive subrogation against BTR.
- (12) If and only if, you have elected to purchase the Optional Damage Waiver (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to BTR for physical damage to covered Rented Item(s), except that you will remain liable in all events for: (a) loss or damage caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) misuse and/or abuse; (iv) vandalism and malicious mischief, (v) use of alcohol or drugs; and (b) all repair/replacement costs exceeding \$500 with respect to rented trailers. DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY. Your insurance will continue to apply for our benefit and will remain primary (we will be subrogated to your rights under such policy). You agree to assign to BTR all of your rights thereunder and to take all actions necessary to assist us in recovering from your insurer for all damages covered by Damage Waiver.
- (13) WARNINGS: (A) TENTS, INFLATABLES, LAWN & GARDEN EQUIPMENT, LIFTS, SAWS, PRESSURE WASHERS, SEWER SNAKES, AND EQUIPMENT USED FOR LIFTING, LOADING, HAMMERING, STAPLING, CUTTING, BORING, CHIPPING, EDGING, SANDING, GRINDING, COMPACTING, DIGGING, NAILING, WELDING, SPRAYING, HEATING, COOKING, TOWING, AND/OR HAULING IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) TENTS, INFLATABLES, AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you will: (a) cause all persons to discontinue using and EVACUATE the Rented Item(s); (b) protect such Item(s); and (c) permit BTR to delay delivery, installation AND/OR USE of, or dismantle and/or retrieve ANY of SUCH Item(s) (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ASSUME ALL RISKS ASSOCIATED WITH THE RENTED ITEM(S).
- (14) BTR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL SUCH ITEMS ARE PROVIDED "AS-IS". ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, BTR MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF BTR, NOR DOES BTR MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY BTR CONSTITUTE REPRESENTATIONS OR WARRANTIES BY BTR, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW. YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE BTR FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BTR AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including the Uniform Commercial Code), as well as all incidental, consequential, special, and punitive damages, against BTR. Your duties hereunder are UNCONDITIONAL.
- (15) This Contract, and any Addenda BTR provides, represent the entire agreement between you and BTR, superseding all other agreements and representations (including BTR's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. BTR may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of BTR is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any fact or circumstance beyond BTR's reasonable control), BTR will be excused from such performance. You waive all statutes of limitations regarding BTR's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You grant to BTR a perpetual, paid-up, royalty-free license to create, edit, display, and distribute photos and videos of the Rented Item(s) at your event, publicly or privately, as we deem appropriate. You authorize BTR to submit all amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. You agree to pay BTR the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and BTR. BTR's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder. You will pay: (a) BTR's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales and use taxes), fines, fees, assessments and other charges related to each Item. Neither BTR's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy BTR may have.
- (16) Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "AS-IS" and "WITH ALL FAULTS" and are subject to the terms of this Contract (modified as necessary to apply to sales). All Item(s) not specifically identified as Sale Items on Page 1 will be deemed to be "Rented Item(s)."
- (17) If you or any guarantor: (a) fail to fully and timely comply with this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed during the Term (subject, however, to Section 12 hereof), you will be in default, whereupon, to the maximum extent permitted under applicable law, BTR may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or other transgression (for which you hereby indemnify and hold harmless BTR); (iv) perform your obligations on your behalf, without being obligated to do so; (v) purchase replacement Item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.
- (18) This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent (or purchase price, as applicable). This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from BTR at any time in the future (except only as otherwise agreed by BTR). This Contract (a) has been carefully and thoroughly reviewed, and specifically negotiated by each the parties hereto (each waiving any and all claims regarding its enforcement or authorship, including without limitation, any preference in its interpretation or enforcement, as well as any right to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Iowa. Proper venue for any and all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Johnson County, Iowa, and you hereby consent and submit to such jurisdiction and venue. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.
- (19) WARNING: FAILURE TO RETURN RENTED ITEM(S) CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED THEFT, RESULTING CIVIL PENALTY(IES) AND/OR CRIMINAL PROSECUTION. See Iowa



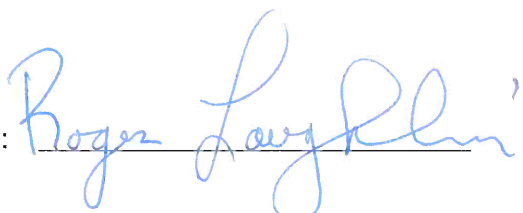
Port O Jonny
 2740 Stonegate Ct
 Hiawatha, Ia 52233

Estimate/Contract

Date: 2/14/2022
 Estimate #: LRS-2173

Name / Address
 City of West Branch
 304 E Main Street
 PO Box 218
 West Branch, Iowa 52358

Ship To
 City of West Branch
 Hometown Days
 West Branch, IA 52358

Purchase Order			
Description	Qty	Rate	Total
August 5-6, 2022 Regular Unit Special Event	3	80.00	240.00
August 5-6, 2022 Handicap Unit Special Event	3	95.00	285.00
August 5-6, 2022 Double Sink Special Event	3	100.00	300.00
Sales Tax		7.00%	0.00
Please sign and return. IF NOT RETURNED WITHIN 30 DAYS PRICING & RESERVATION IS NOT GUARANTEED. Email chris@portojonny.com Customer is responsible for damages as a result of fire, theft, accidental damage, vandalism and agrees to return property in delivered condition with the exception of normal use and wear.			Subtotal \$825.00
Signature of Acceptance: 			Total \$825.00