

RESOLUTION 2022-43

**A RESOLUTION APPROVING VARIOUS CONTRACTS FOR HOOVER'S
HOMETOWN DAYS 2022 IN THE AMOUNT OF \$2,375.00.**

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

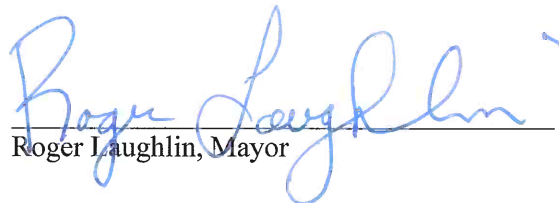
WHEREAS, the fiscal year 2022-2023 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, two organizations have submitted a proposed service agreement in the amount of \$1,175.00 for the Pony-Go-Round pony rides and \$1200.00 for the use of golf carts for event planners and volunteers; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 2nd day of May, 2022.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

General Contract Agreement

Date 3-14-2022

Proposal Number _____

This Agreement is made between the first party, Pony Co Round Pony Rides and the second party, Westbank Recreation, New York State Park.

The first party agrees that they will: 1) Provide a live & pony carousel ride for the date of Sat Aug 6, 2022 - Mon - 4pm. 2) Provide proof of insurance day of event 3) keep our area clean and we will clean up thoroughly before we leave.

The second party covenants and agrees that it will: 1) Provide adequate space for the ride. Approx. 30' diameter. 2) Pay Pony Co Round a \$75⁰⁰ set up fee and \$ 250/dw. for a total of \$ 1,175⁰⁰. 3) Advertise that Pony Co Round pony rides will be available.

Other observed terms between the first and second party: Pony Co Round reserves the right to refuse rides to riders it deems too large for the ponies.

This is the entire agreement. Both parties agree on what is stated above, and both realize that this is a binding contract between the parties, their successors, and personal representatives. The agreement will be enforced by the State of Iowa.

Witness #1: _____

Witness #2: _____

First Party: David L. Hanson

Second Party: Roger Laughlin
MAYOR



EXCELLENCEINMOTION



A Textron Company



YOTTYS GOLF CARS

AUTHORIZED E-Z-GO DEALER

CONTACT US FOR ALL YOUR GOLF CAR NEEDS

P.O. BOX 1201 KALONA, IOWA 52247

TEL 319-656-2512 FAX 319-656-3117

EMAIL yottysgolfcars@yottys.com

YOTTYS GOLF CARS

CONTRACT FOR SPECIAL EVENT RENTALS

This agreement, made and entered into and executed by and between, Yottys Golf Cars, hereinafter called the "Lessor", and West Branch Hooverfest hereinafter called the "Lessee".

I West Branch Hooverfest hereby agree to the terms of this contract with Lessor of Kalona, Iowa.

RENTALS- The term of this contract is for the lease of said number of car(s) 8. For the length of time from pick-up date of Aug. 5 and returned date of Aug 6. Total number of days 2.

PAYMENT- The Lessee agrees to pay set amount for rental in amount of \$150.00 per car upon return of car(s) to the Lessor. A deposit or a credit card authorization is required.

CONDITIONS- The Lessee is responsible for all public liability and property damage. Lessee is to return the car in the same condition as which it was picked up. If the car is damaged or stolen and not returned as said above, the Lessee will pay for the car(s) at this set amount \$7000.00 per each car.

The Lessor is not liable or responsible for any actions, accidents or damage done while the car(s) is in the Lessee's possession.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON:

Date 4/13/2022

Lessor Yotty's Golf Cars Sales & Service

Name & Title Jerry Zahradnek VP

Witness _____

Date 5-2-22

Lessee CITY OF WEST BRANCH

Name & Title Boyer Laughlin - MAYOR

Witness _____

8 cars total- 2-utility boxes, 4- 6-passenger as many as possible, rest 2-passenger.

Due to the shortage of golf cars I will get you all of the the 6 pass I can and fill out with 4 passengers, sorry for the unknown but we are bad situation not be able to get new cars.

Jerry