RESOLUTION 2023-19

A RESOLUTION APPROVING VARIOUS CONTRACTS FOR HOOVER'S HOMETOWN DAYS 2023 IN THE AMOUNT OF \$11,330.00.

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

WHEREAS, the fiscal year 2023-2024 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, the Hoover's Hometown Days committee requested proposed contract service agreements with About Faces Entertainment (\$1,330) and Midwest Bounce Pro (\$10,000) to provide children activities for the event; 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 6th day of March, 2023.

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 <u>800-923-8669</u> phone 410-740-5417 fax

www.aboutfacesentertainment.com

Adam Kofoed

Contract # 51956 Agent: MD

This contract made 02/01/2023 by and between About Faces Entertainment and Adam Kofoed hereinafter referred to as the Client, is subject to the terms and conditions stated herein.

CONTRACT #:

51956

DATE OF EVENT:

Saturday, August, 05, 2023

EVENT:

Community Event Town Hall

EVENT LOCATION DETAILS:

Outside

ONSITE CONTACT NAME/NUMBER:

113 North First Street, West Branch, IA, 52358 Matt Condon (319.930.0393)

TYPE OF ENTERTAINMENT:

1 Balloon Sculptor(s) (12:00 PM - 04:00 PM)

TYPE OF ENTERTAINMENT:

1 Balloon Sculptor(s) (12:00 PM - 04:00 PM) 1 Caricature Artist(s) (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 \$1330.00, to be paid within thirty 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

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: 02/01/2023

Accepted By: About Faces Entertainment

Accepted By Client

Date:

Leslie Brick

From:

Becky Knoche

bknoche@wbpl.org> on behalf of Becky Knoche

Sent:

Wednesday, March 1, 2023 4:39 PM

To:

Leslie Brick

Subject:

Fwd: Your Quote from Midwest Bounce Pro - Quote #2021827

Here ya go! Sorry for the delay- early out!



----- Forwarded message -----

Date: Fri, Feb 3, 2023 at 11:09 AM

Subject: Fwd: Your Quote from Midwest Bounce Pro - Quote #2021827

To: Adam Kofoed <adam@westbranchiowa.org>

----- Forwarded message -----

From: Midwest Bounce Pro < receipt@ers-mail.com>

Date: Thu, Feb 2, 2023 at 6:14 PM

Subject: Your Quote from Midwest Bounce Pro - Quote #2021827

To: <bknoche@wbpl.org>



Midwest Bounce Pro

QUOTE #2021827:

Your Quote:

Please Note - This quote is for informational purposes only. The inventory has not been reserved. Please place an order online or call our office to reserve this date. Weekends fill up fast so reserve early for best selection.

Important Information - Please Read Below!

www.iowabouncepro.com

Hoover's Hometown Days

Becky Knoche

E Main St

West Branch, IA 52358

bknoche@wbpl.org

/319-643-2633

Quote Created by: Customer

Customer Comments:

| Sat, Aug 5 11:00 am - 5:00 pm | | | |
|--|---------------------------------------|------------|------------------|
| A STATE OF THE PARTY OF THE PAR | 95 ft Radical Run Obstacle Course | \$1,149.00 | x 1 = \$1,149.00 |
| | Zorb Balls w/ 75' Rolling Hills Track | \$2,399.00 | x 1 = \$2,399.00 |
| | Bungy Trampoline 4 Person | \$2,749.00 | x 1 = \$2,749.00 |
| | Toddler Animal Kingdom | \$434.00 | x 1 = \$434.00 |
| YEAR | Event Staff | \$390.00 | x 9 = \$3,510.00 |
| | Modular 5-in-1 Combo | \$349.00 | x 1 = \$349.00 |
| | S.A.F.E. Archery Hoverball | \$429.00 | x 1 = \$429.00 |
| A | World of Sports | \$589.00 | x 1 = \$589.00 |

SubTotal

\$11,608.00

General Discount: 2121 -\$2,121.00 \$9,487.00

Travel Fee (127 mi)

\$513.00 \$10,000.00