

RESOLUTION NO. 1432

RESOLUTION APPROVING TEN AGREEMENTS FOR THE 2016 HOOVER'S HOMETOWN DAYS CELEBRATION.

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

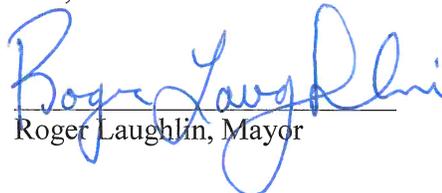
WHEREAS, the fiscal year 2015-2016 and fiscal year 2016-2017 budgets for Hoover's Hometown Days include funding for entertainment and children's activities; and

WHEREAS, ten companies have submitted proposed service agreements in the amount of \$7,852.00 to provide these services; 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 March, 2016.



Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

PERFORMANCE AGREEMENT

Hoover's Hometown Days – Saturday August 6, 2016 City of West Branch and The Beaker Brothers Band

This document outlines the details agreed upon during discussions with Melissa Russell, representing the City of West Branch, and Ed English, representing The Beaker Brothers Band.

The Beaker Brothers Band, to be referred to as "The Band", is excited to be a part of this celebration.

The City of West Branch, to be referred to as "The City", and The Band, have the following agreement:

- The Band will perform on the Downtown Main Street stage. Electricity will be provided.
 - The Band includes: two guitars, keyboards, two drummers, bass guitar, and four vocals.
 - A stage plot diagram will be provided.
 - Event staff assistance with load-in and load-out will be appreciated!
- The City will provide sound reinforcement equipment to accommodate an outdoor performance.

PLEASE NOTE: It is our intention to use the sound system provided. While we will supply our own microphones, cables, and stands, this price does not include any additional sound reinforcement equipment, nor does it include sound engineering or mixing.

- The Band agrees to perform one set, with no break, according to this tentative schedule:
 - 12:45-1:15 Arrival and preliminary set-up. (Please provide directions for access.)
 - 1:15-1:45 Set-up and sound check onstage.
 - 2:00-3:00 Performance
 - 3:00-3:15 Tear down and load-out

For promotional purposes, please refer to the band as, "The Beaker Brothers Band".

The City has agreed to pay \$750.00 as compensation. Cash is preferred, a check day of show is acceptable. Please let me know if I need to complete any paperwork for payment, IRS 1099, etc.

Do not hesitate to contact me with questions or concerns. I can provide bio and band information upon request. Please verify any bio and band information ahead of publication, as possible. You may use pictures and descriptions from our website and/or Facebook page, as needed.

Sincerely,

M. Edward English for

The Beaker Brothers Band

319.621.6386 Ed's cell phone

www.beakerbrothers.com

<https://www.facebook.com/The-Beaker-Brothers-Band-134700135643/>

BAND PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of February 8, 2016, between **City of West Branch** and **Local on the 8s** for the hiring of Band as independent contractors to perform for the **City of West Branch** at **Hoover's Hometown Days**.

It is agreed as follows:

1. **West Branch – 5:30 PM to 7:30 PM.** The parties agree that the time and place of Show will be _____ [Venue], located at the address [ADDRESS OF VENUE], on August 5, 2016.
2. Show will be a musical performance with musical content decided by Local on the 8s. Show will last of a minimum of 120 minutes.
3. **Payment.** Compensation for the Show will be **\$850.00**, payable to **Brett Messenger**.
4. **Parking – City of West Branch should be able to provide parking**
9. **Sound Systems Check.** A sound check conducted by Band of Venue's sound system is required, at a time to be mutually arranged between Band and Operator.
10. **Security, Health, and Safety.** City of West Branch warrants that Venue will be of sufficient size to safely conduct Show, that 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. The City of West Branch maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.
11. **Indemnification.** The City of West Branch indemnifies and holds Local on the 8s harmless for any claims of property damage or bodily injury caused by Show attendees.

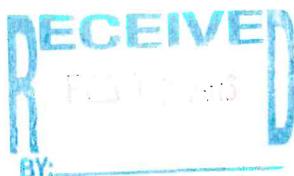
Signature of Band Representative: _____

Band's Representative typed name and title:

Band's typed name:

City of West Branch Representative Signature: Roger Laughlin

City of West Branch Representative typed name and title:
ROGER LAUGHLIN - MAYOR



An **EXPERIENCED** Band playing wide range of 50's-80's rock, blues and country.

Book us through: <https://www.gigmasters.com/oldies-band/sid-v-the-human-resources>

Melissa Russell, Director
West Branch Park and Recreation
PO Box 218
West Branch, IA 52358

February 13, 2016

-Invoice-

August 6, 2016, performance at Annual West Branch Community Event,
12:30-1:30 PM \$450.00

Please make payment through our account on Gigmasters.com. Thank you

Department _____
Vendor # _____
Account # _____



C I R C U S
B O Y

Bob Hunt

9721 S. McVicker
Oak Lawn, IL 60453
708/499-9880 office
708/205-7638 cell

CONFIRMATION LETTER

Show date: Saturday, August 6th 2016

Show time: 11:00 AM

Location of performance: Main Street - Out door stage
West Branch, Iowa

Fee amount: \$500

(Payable to **Robert Hunt** on day of the show, rain or shine)

Contact: Melissa Russell 319/930-0393

www.CircusBoy.com

General Agreement

THIS AGREEMENT made this 11th day of January, 2016, by and between DAVID and DEBORAH GANNON D.B.A. PONY GO ROUND PONY RIDES (First Party), and Hoover's Hometown Days, West Branch, IA (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, the said party of the first part does hereby covenant and agree that it shall:

I. Said party of the first part covenants and agrees that it shall:

- a) Provide a live 6 pony carousel ride for the date of Saturday, Aug. 6th, 2016, Noon - 4 pm
- b) Provide free rides to the public for these 4 hours.
- c) Provide certificate of insurance upon arrival at the event.
- d) Reserve the right to refuse rides to riders it deems too large for the ponies.

II. And said party of the second part covenants and agrees that it shall:

- a) Provide adequate space for the ride, Approx. 30' diameter.
- b) Pay Pony Go Round a \$200⁰⁰ set up fee and \$250 per hour for 4 hours of free rides. \$1200⁰⁰ total

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

- a) 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 IOWA. This is the entire agreement.

Signed the day and year first above written.

Signed in the presence of:

319-461-3926

Witness:

Leslie Buck

First Party:

David E. Gannon

Witness:

Second Party:

Boyer Layton

Hawkeye Photo Booths

Hawkeye Photo Booths

607 Isett Ave.
Wapello, Ia. 52653
(319) 929-2326

www.hawkeyephotoboosths.com

OUR COMPANY IS FULLY INSURED

Contract for Photo Booth services
Fill out completely, sign and return

CONTRACT:

Name: CITY OF WEST BRANCH Location: WEST BRANCH IOWA
Event Date: AUG 06, 2016 Address: PO BOX 218
Occasion: HERBERT HOOVER HOMETOWN City: WEST BRANCH Zip: 52358
DAYS
Time Frame: 4:00 PM - 8:00 PM Phone: 319-643-5888

Fee agreed upon is: \$150 per hour

How did you hear about us? _____

Payment in full due: 4 weeks before event

Non refundable deposit is: \$200

PACKAGE INCLUDES:

Unlimited pictures, onsite attendant, photos emailed to you, prop box, unlimited photos B&W or color prints, logo, choice of background.

This is a contract between Hawkeye Photo Booths, LLC and Customer to provide Photo Booth Services pursuant to the above listed parameters. The Performance Fee is to be paid in full by Customer no later than the end time stated above. By signing this contract the customer agrees that on the date of the event it shall be liable for any damage/theft to the equipment, gear, or injury to Hawkeye Photo Booths, LLC, their agents or employees. Customer recognizes this document as a legal and binding contract in the State of Iowa. Customer agrees to defend, indemnify, and hold harmless Hawkeye Photo Booths, LLC their agents and employees from and against any claims arising from Hawkeye Photo Booths, LLC performance under this agreement. All images taken by Hawkeye Photo Booths, LLC become property of Hawkeye Photo Booths, LLC and unless written in this contract can be used for promotional material. The photo booth will arrive 1/2 hour prior to contracted start time. If you need it there earlier in the day the cost is \$25 (\$125 max) for every preceding hour. Cancellation of an event will result in the following: forfeit of deposit.

Box 218, 110 No. Poplar WEST BRANCH IA 52358
Address City State Zip

Roger Laughlin 2-12-16
Signature Date Phone Email

Mayor - Roger Laughlin

COMMUNITY SHOWCASE RENTAL
Coralville Parks and Recreation Department
1506 8th Street, Coralville, Iowa 52241
Phone (319) 248-1750; Fax (319) 248-1899
sprochaska@ci.coralville.ia.us



Date November 23, 2015

Individual or Organization Hoover Library Association Group Representative Melissa Russell

Address PO Box 218 West Branch, IA 52358

643-4212 Day 930-0393 Cell Saturday, August 6, 2016
Day Phone / Evening Phone Date Requested

For the purpose of Music Concert Event start and end time (# of people performing) Set up by 11:00 a.m. Friday,

Contact person at the site Melissa Russell

Showcase delivered on Friday August 5th by 11:00am. Showcase removed Monday, August 8th by 9:00 a.m. or before. Location in the National Park facing the museum. The exact positioning is something the NPS will need to delegate.

Yes _____ Power available (110 volt outlets, distance)

Large _____ Staging needed (size and layout)

No _____ Public address system (complete with microphone and stands)

Special Needs: Showcase will be set up in the Library parking lot.

Should the showcase need to be pulled or towed out of an area due to the placement on a non-hard surface and become stuck, the costs will be assessed to the person/s renting the showcase.

I accept responsibility for care of the showcase and its accessories and agree to pay for any damages or loss. I agree to assume responsibility for the rental organization and performance group's adherence to regulations and policy set forth.

Boysen, Susan (MAYOR) PO Box 218 319-330-8942
Signature Address Phone

Base Fee \$500

Deposit Due N/A
(1/3 of Base Fee due with contract)

Hourly Fee \$75 (3 hours of set up/tear down included in base fee) Additional hour estimate: _____

Mileage N/A

Balance Due – will be billed after the event

Total Estimate \$500

Date Paid _____



Valued Customer,

I am writing to inform you of the new rates that have been set for the Community Showcase. The new rates are as follows:

<u>Stage Size:</u>	<u>Base Fee:</u>	<u>Estimated Set Up Time:</u>
Small (36x13)	\$375	1.5 hours – depending on site
Medium (36x21)	\$450	2 hours – depending on site
Large (36x25)	\$500	2.5 hours – depending on site

Base fee includes 1.5 hour set up time and 1.5 hour takedown time.

Any additional set up and teardown time is billed at \$60/hour weekdays and \$75/hour weekends.

A non-refundable deposit of 1/3 of the base fee is required at the time of reservation.

The last increase in Showcase rates took place in 2012. The new rates will be effective immediately.

Thank you for your understanding.

Sincerely,

Scott Prochaska
Recreation Superintendent

**Parks and Recreation
Department**
1506 8th Street
Coralville, IA 52241
PHONE 319-248-1750
FAX 319-248-1899
www.coralville.org

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 self-off, until all Rented Item(s) is/are returned to and accepted by BTR. Except only as otherwise specifically agreed 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 permit anyone else for: (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/when), 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 800-292-8989, or go to www.iowaleanonline.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/or 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/when 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 attorn 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 ITEMS. 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 self-offs 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 Code §714.1, et seq.

1820 BOYRUM STREET
 IOWA CITY, IA 52240
 www.bigtenrentals.com
 319-337-7368 Phone
 319-351-1221 Fax

Status: Quote

Quote #: q2872

Event Beg: Sat 8/ 6/2016 8:00AM
 Event End: Sat 8/ 6/2016 5:00PM
 Operator: Adolfo Encarnacion

Customer #: 16675

City of West Branch

319-643-7100 Phone

Main Street
 PO Box 786
 WEST BRANCH, IA 52358

Job Descr: Hoover Home Town Festival

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

Ordered By: Melissa Ruselll

Salesman: Adolfo 319-621-7912 sales2@bigtenrentals.com

Delivery and Pickup

Delivery: Sat 8/ 6/2016

Contact: Melissa Russell

Pickup Date: Sat 8/ 6/2016

Phone: 319-930-0393

Location: Corner of Main St and Downey

Used at Address: 103 N. Downey ; WEST BRANCH, IA 52358

Delivery Notes: Street being closed at 5AM. Would like everything set up by 8am. Both need to be down after 5pm on Sat. Matt Goodale is our contact on site 319-325-8213.

Qty	Key	Items	Replacement Cost	Status	Event End Date	Price
Stage for Band						
1	ST-Pkg8x20	8'x20'x3' Staging Package 8x20	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$240.00
		1day \$240.00 1week \$0.00				
1	Package Start	****Package Start*****	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$0.00
5	ST-Sec 4x8	Staging Secoa 4x8 Alum Frame Black Pr	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$0.00
		1day \$56.00 1week \$56.00				
1	Note StageOutsid	Note: Stage to be Erected Outdoors	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$0.00
		Will we need to cart the equipment to a backyard, or over a lawn or up stairs?: on street What is the height at front/Center?: 36'				
1	Note StageHt63	Note: Ht between 36-56". Dual Structure	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$0.00
3	Linen SktBl13x48	Stage Skirt Black Pleated 13'x48" & Clips	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$39.00
		1day \$13.00 1week \$13.00 Skirting is calculated to cover the front and both sides. Please inform your salesperson if you would like back skirted.				
3	TB-700-00	Linen - Skirt Clips Unit of 13	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$0.00
1	ST-Step5	Stairs - Adjustable 36"-54" with railing	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$50.00
		1day \$50.00 1week \$150.00 4weeks \$600.00 Each set of stairs requires (2) Large "C" clamps with attached wooden blocks.				
3	ST-Sec Rail 8	Stage Secoa Railing Aluminum 8'	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$75.00
		1day \$25.00				
1	ST-Sec Rail 4	Stage Secoa Railing Aluminum 4'	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$25.00
		1day \$25.00				
Tent						
1	T3-20x40-1pc	Frame Top 20x40 Twin Tube	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$399.00
		1day \$399.00 1week \$399.00 4weeks \$997.50				
6	Weight H20-55	Water Barrel 55 gallon w/ ratchet straps	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$60.00
		1day \$10.00 Does the customer have a water source nearby?: yes Customer must have a water source NEARBY.				
150	Ch-Black	Chair - Black Plastic Folding	\$0.00 each	Rental	Sat 8/ 6/2016 5:00PM	\$150.00
		1day \$0.95 NOTE: Please re-stack chairs as delivered. Rental price does not include set-up or take-down.				
1	Labor AfterHrs	Setup & Strike - After Hours Charges	\$0.00 each	Retail		\$300.00
		Requesting set up by 8am				
1	Labor Misc	Labor	\$0.00 each	Retail		\$150.00
		Tent and Stage				
1	52358	Delivery / Pickup	\$125.00 each	Delivery		\$125.00

Quote valid for 30 days. THIS DOES NOT RESERVE YOUR ITEMS. ITEMS ARE RESERVED TO CUSTOMERS ON A FIRST COME FIRST SERVE BASIS.

Rental:	\$1,038.00
Damage Waiver:	\$88.80
Sales:	\$450.00
Delivery Charge:	\$125.00
Subtotal:	\$1,701.80
Cedar:	\$0.00
Total:	\$1,701.80
Paid:	\$0.00
Amount Due:	\$1,701.80

Signature: _____


City of West Branch



ENTERTAINMENT CONTRACT / INVOICE

Midwest Inflatables, LLC
 P.O. Box 1749
 Ames, IA 50010
 515.450.6478
 info@midwestinflatables.com

Contract Date	February 4 th , 2016
Invoice Number	2016034

LESSEE INFORMATION
Lessee Name: City of West Branch – Hoover's Hometown Days
Lessee Address: P.O. Box 460, West Branch, Iowa 52358
Lessee Contact: Rebecca (Becky) Knoche 319.643.2633, bknoche@wbpl.org
Alternate Contact: N/A
Event Location: Village Green (Corner of Parkside Drive and Main Street) West Branch, Iowa 52358

LESSOR INFORMATION
Midwest Inflatables, LLC
P.O. Box 1749, Ames, Iowa 50010
Lessor Contact:
Jeremy Boekelman 515.450.6478
jeremy@midwestinflatables.com

Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-Up Date	Tear-down Date
Hoover's Hometown Days (City Festival)	11:00 AM – 3:00 PM	August 6 th , 2016			

Services Provided	Quantity	Rate	Amount
Airbrush Tattoos	2 Airbrush Artists (4 hours)	\$125.00 per artist per hour	\$1,000.00

Payment Information		
Please make checks payable to: Midwest Inflatables, LLC – PO Box 1749, Ames, IA 50010	Package Price	\$12,000.00
	Delivery and Set-up	Included
	Subtotal	\$1,000.00
	Sales Tax	Tax Exempt
	Total	\$1,000.00
	Retainer with Contract	N/A
	Balance Due at Event	\$1,000.00

The person signing this entertainment contract on behalf of Lessee must be at least 18 years of age. I have read and verified that all the information is correct.

Print Name: ROGER LAUGHLIN
Signature: *Roger Laughlin*
Date: 3-7-16

Jeremy Boekelman
Midwest Inflatables, LLC
Signature: *Jeremy Boekelman*
Date: 2-4-2016



ENTERTAINMENT CONTRACT FOR MAGICIAN RICK EUGENE

1653 GEORGE WASHINGTON BLVD., APT. #5
DAVENPORT, IOWA 52804
(563) 823-1471 • (309) 945-3414 CELL

City of West Branch
Name of Company/Organization

Village Green
Address of Show

8/6/2016
Show Date(s)

11 am - 2:00 pm
Performance Time(s)

Becky Knoche
Contact Person

Becky Knoche 319-643-2633 319-430-2246
Contact Person Phone Number Cell Number

FEES

Fee for performance \$300.00

Payment of one half of fee due upon signing of contract - final balance due day of performance.
If performance is cancelled by client balance of payment is due within 10 days of cancellation.
Unless other arrangements are made with Rick Eugene • No refunds due to cancellations from client.

Performance Requirements

Upon signing and dating this contract each party is committed to its fulfillment.

Boggs Laughlin 3-7-16 _____
Signature Date Signature

OTHER ENTERTAINERS MAY BE BOOKED THROUGH RICK EUGENE.
*Clowns, jugglers, stilt walkers, balloon workers, face painters,
D.J.s, hypnotist, ventriloquist, close-up or stage magicians.
Gratuity accepted not mandatory.*