

RESOLUTION NO. 1237

RESOLUTION APPROVING A SERVICE AGREEMENT WITH KID AGAIN INFLATABLE FUN SHOWS IN CONNECTION WITH THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$11,000.

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

WHEREAS, a highlight of recent Hoover's Hometown Days Celebrations was the inflatable rides for children; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget for Hoover's Hometown Days includes funding for inflatable rides for children; and

WHEREAS, Kids Again Inflatable Fun Shows has submitted a proposed service agreement dated October 15, 2014, to provide said services in the amount of \$11,000.00; 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 with Kid Again Inflatable Fun Shows is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 6th day of October, 2014.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk



Service Agreement

KidAgain Inflatable Fun Shows

1601 Caledonia St., Ste I-A La Crosse, WI 54603

(800) 331-3787
Toll Free

(608) 791-1011
Fax

(608) 791-1000
Main Phone

All bookings are subject to availability. Deposit must accompany signed agreement to secure booking.

Customer Info

Name of Contracting Party: City of West Branch - Hoover's Hometown Days

Contact Person: Becky Knoche **Work Phone :** (319) 643-2633 **Ex :** **Home:**

Address: PO Box 460 West Branch, IA 52358 **Cell :**

Date Of Event: Saturday, August 08, 2015 **StartTime:** 11:00 AM **EndTime:** 8:00 PM

City and State of Event: West Branch, IA

Event Location: Downtown Square and street (Main St & S. 2nd St.)
Please fill in exact address of location including street address and room or lot numbers

Order Number: 5211 **EXEMPT-CERTIFICATE Sales Tax Exempt Number**

Order Info

- Homerun Derby (HOM)
- Safari Toddler Zone (STZ)
- Carousel Bouncer (CAB)
- Dragon Bouncer 3-in-1 (DRA)
- Titanic Thrill Slide (TIT)
- Climbing Wall (WAL)
- NASCAR 8 Obstacle (NAS)
- Euro-Bungy Jumper (EUR)

Sub Total: \$11,000.00

Cedar **County/City & State Sales Tax:** \$0.00

Total Cost: \$11,000.00

Deposit: \$5,500.00

Balance Due: \$5,500.00

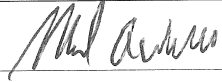
KidAgain Staffing Included

This bid is good until the date listed at right. To secure this bid, signed agreement and deposit must be received by the date listed at right. 10/15/2014

Notes:

Power Requirements: Thirteen (13) - 110v-20a dedicated circuits. All power sources must be within 100 feet of game blowers. Number of circuits by game: Eurobungy 1, NASCAR 4, Climbing Wall 2, Titanic 2, Dragon 1, Carousel 1, Safari 1, Homerun 1. Hometown Days committee to provide three adults for staffing of Carousel, Safari Toddler and Homerun Derby. Hometown Days committee to call One Call for markings for staking in grass. Co-organizer is Melissa Russell (Parks & Rec Director), Cell: 319-930-0393. [12].

1. The Contracting Party agrees to the Service Agreement game items and dates listed above, rain or shine.
2. The Contracting Party expressly assumes the responsibility of informing all person(s) using the equipment that they do so at their own risk as provided under Wisconsin Recreational Immunity Laws, and that if an injury occurs to the person(s) using the Equipment that KidAgain, it's employees, officers, directors, agents, shall not be held liable for any such injuries and/or resulting damages. Further, the Contracting party shall indemnify and hold KidAgain harmless in the event any person files a claim for any injuries and/or resulting damages, except resulting from intentional acts of employees or agents of KidAgain.
3. The Contracting Party recognizes that the Equipment may not be set up and used outdoors if the wind exceeds 20 mph. Such use could cause a danger to the game users, participants and to the Equipment.
4. The Contracting Party is responsible for providing electricity for each game unless indicated in notes above. See notes above for specific power requirements.
5. The Deposit secures the Date of Event and event time for the items listed on this Service Agreement. The Deposit is non-refundable. If the Contracting Party cancels this Service Agreement less than ninety (90) days before the Date of Event, the Deposit is forfeited and the Contracting Party shall be responsible for payment in full. In order to cancel the Service Agreement, the Contracting Party shall call Kid Again to verbally cancel, and also mail a written statement declaring the Contracting Party's intent to cancel. Within two weeks of notification to Kid Again, Kid Again will send to the Contracting Party a written confirmation of the cancellation. If confirmation of cancellation is not received, it is the Contracting Party's responsibility to notify Kid Again. Kid Again's written confirmation of cancellation will serve as the Contracting Party's receipt of cancellation. Without such evidence of cancellation, the Contracting Party shall be responsible for payment in full.
6. This is fully intended to be a legally binding contract. If the Contracting Party has any doubts concerning any aspect of its contents, it will consult an attorney before signing this Service Agreement.
7. This Service Agreement contains the entire agreement between the Contracting Party and Kid Again and shall not be enlarged or modified, except in writing and signed by each of the parties.
8. In the event of an emergency or problems with the Equipment, it is up to the Contracting Party to contact Jackie Craig (office manager) at Kid Again at (608) 791-1010 within 24 hours of the first business day after the Date of Event in order to expedite resolving the problem. If Contracting Party fails to contact Kid Again, Kid Again shall not be responsible for any refunds.

Signature of Contracting Party Representative:  Date Signed: 10/7/2014