

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-32

A RESOLUTION APPROVING AN "EVENT PROPOSAL" CONTRACT
WITH CUSTOM EVENTS, INC. FOR 2014 BUTLERVILLE DAYS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 17 June 2014 to consider, among other things, approving and ratifying two contracts and an amendment thereto (collectively, the "*Agreement*") with Custom Events, Inc. ("*Provider*") whereunder the City would retain Provider to provide and oversee various games and events at the City's 2014 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

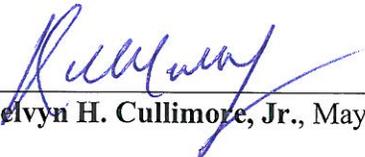
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Provider is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-32, shall take effect immediately upon passage.

PASSED AND APPROVED this 17th day of June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kevyn H. Cullimore, Jr., Mayor

ATTEST:




Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 17th day of June 2014.

RECORDED this __ day of June 2014.

620999.1

CUSTOM EVENTS

(801) 446-5115
fax: (801) 562-1240
538 west 9560 south
Sandy, Utah 84070
www.customeventsinc.com

EVENT PROPOSAL *

Company: Butlerville Days

Contact: Ann Eatchel

Telephone: 801-550-8225

Fax/email: aeatchel@ch.utah.gov

Date: Wednesday July 23rd and Thursday July 24th 2014

Time: 5:00 - 9:15 p.m. for the 23rd and 2:00 p.m. -9:15 July 24th

Location: 7500 South 2700 East, Cottonwood Heights

Custom Events will provide the following services:

****Custom Events will provide the following rides Kong Slide, Jurassic Adventure, Titanic Slide, 14' Slide, Batman Obstacle, Double Splash Wave, Rescue Squad, Sponge Bob, Princess, Bungee Run, Airborne Adventure(After 3pm on the 24th), and two rockwalls. All rides will cost 2 tickets with both rockwalls at 10 tickets. Custom Events will also sell all light up and glow items at the park with prices no higher than \$5.00. Custom Events will have an exclusive on these items.**

****Custom Events will sell tickets @ 1 for \$0.25 Custom Events will**

also offer a 1 day unlimited ride pass for \$13.00, and a 2 day unlimited ride pass for \$20.00. Custom Events will take all forms of payment including cash, credit card, and checks. Custom Events will also have enough staff on site to help with any lines at the ticket booth to keep lines to a minimum. Custom Events will have proper tents and signage at the ticket booths and rides to help the flow of the lines.

****Custom Events will come for a presale at the Cottonwood Rec Center Saturday July 19th from 1:00 p.m. to 3:00 p.m. and Monday July 21st from 1:00 p.m. to 3:00 p.m. with presale prices to be tickets \$0.25 and wristbands at a discounted price of \$11.00 for a single day and \$18.00 for two days.**

****Custom Events will provide Butlerville Days Committee with 100 free wristbands to give as incentive for volunteers all wristbands not used must be returned at the end of the event.**

**** Custom Events will give Butlerville Days 15% proceeds of all monies collected for anything Custom Events raises money on.**

****Custom Events will set up, staff, and clean up all attractions and booths. Custom Events will also provide their own power for all attractions.**

****Custom Events Inc. operates all equipment according to manufacturer, and insurance specifications. Custom Events Inc. will not be held liable if wind, weather, or other acts of nature affect our ability to perform this event, as there is no minimum fee for performance Custom Events agrees the customer will not be responsible for any setup costs for services.**

**Custom Events Inc. schedules the use of attractions on a first come, first serve basis.*

The equipment on this proposal is not guaranteed unless a signed copy is received and confirmed by Custom Events Inc.

Proposal accepted by: _____

Date signed: _____

****PLEASE PROVIDE ADDRESS BELOW****

Company Mailing Address:

CUSTOM EVENTS

(801) 446-5115
fax: (801) 562-1240
538 west 9560 south
Sandy, Utah 84070
www.customeventsinc.com

EVENT PROPOSAL*

Company: Butlerville Days

Contact: Ann Eatchel

Telephone: 801-550-8225

Fax/email: aeatchel@ch.utah.gov

Date: Thursday July 24th 2014

Time: 4:30 – 8:30 p.m.

Location: 7500 South 2700 East, Cottonwood Heights

Custom Events will provide the following services:

****Jeff's OLD FASHIONED Fun and Games FROM 5:00 – 8:00 p.m.** This popular activity grew out of demand from previous customers. Jeff Mace is the owner of our company and has a talent for making people have fun! He is energetic and loves to personally interact with your crowd doing fun contests, games, and activities. Everyone who participates will receive a great prize! This service provides an opportunity for lots of people to be involved having fun together! AS PER YOUR REQUEST, WE WILL CONCENTRATE ON THE OLD FASHIONED GAMES! **Bring Extra prizes for all kid games.**

****4 Face Painters From 4:30 to 5:30, 4 More from 5:30 – 8:30 p.m. (total of 8 face painters)**
Kids of all ages love the attention they get from having characters painted on their face!

The total price for the above services will be: \$2,350.00

Minus We love you discount: savings of \$700.00

Subtotal before tax: \$1,650.00

Sale tax of 6.6%: \$N/A

To book the above services a 25% deposit is required along with a signed copy of an acceptable proposal.

^The remainder will be due on the day of your event.^

**Custom Events Inc. schedules the use of attractions on a first come, first serve basis. The equipment on this proposal is not guaranteed unless a signed copy is received and confirmed by Custom Events Inc.*

***Custom Events Inc. operates all equipment according to manufacturer, and insurance specifications. Custom Events Inc. will not be held liable if wind, weather, or other acts of nature affect our ability to perform this event.*

****This contract is subject to a \$25% cancellation fee if event is cancelled within 30 days of event date.*

Proposal accepted by: _____

Date signed: _____

Mailing Address:

Amendment to "Custom Events" Event Proposal

THIS AMENDMENT (this "*Amendment*") is entered into effective 17 June 2014 between CUSTOM EVENTS, INC., a Utah corporation ("*Provider*"), and the city of COTTONWOOD HEIGHTS, a Utah municipality ("*City*"), and shall be deemed to amend those certain "Event Proposal" submissions (collectively, the "*Agreement*") attached to this Amendment.

Section 1. **Background.** City has scheduled its annual "Butlerville Days" community event (the "*Event*") for 23-24 July 2014 on the public property surrounding the Cottonwood Heights Recreation Center near 2700 East 7500 South in the City (the "*Event Site*"). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of rides, games, face-painting and other activities. Provider is in the business of providing such services, and has proposed to provide (as specified in the Agreement) all necessary or advisable equipment, facilities, supervision, etc. for such activities in connection with the Event (collectively, the "*Event Services*").

Section 2. **Amendments.** By their signatures below, the parties mutually accept and enter into the Agreement, subject to the following modifications:

(a) **Insurance.** Provider shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Event Services (i.e.—whether equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of One Million Dollars (\$1,000,000.00) combined single limit. Provider shall cause City and its officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

(b) **Hold Harmless Undertaking.** Provider agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City and its officers, employees, agents, servants and representatives (collectively, the "*Indemnitees*") from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney's fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Event Services. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63G-7-101, *et seq.*).

(c) **Sales; Payment; Records.** The portion of the Agreement whereunder Provider will provide rides for the Event authorizes Provider to sell ride tickets, wristbands and other goods for or at the Event, and requires Provider to remit to City 15% of all monies received by Provider

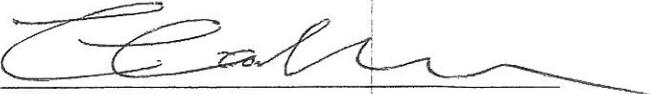
from such sales ("Sales"). Within three business days after the Event, Provider shall (a) meet with City's representative to discuss the results of Sales, cash received for each category of items offered by Provider, etc., and (b) remit to City its 15% portion of such Sales. Provider shall maintain accurate books and records concerning all Sales at the Event, and shall safeguard such records and make them available for City's inspection promptly upon City's request at any time during the six month period after the Event.

Section 3. **No Other Modifications.** Except as specifically amended and modified by this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

PROVIDER:

CUSTOM EVENTS, INC., a Utah corporation

By: 
~~Chris Gallagher~~, President
Chris Gallagher

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
Kory Solorio, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor