

COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-03

A RESOLUTION APPROVING AN "EVENT PROPOSAL" CONTRACT WITH CUSTOM EVENTS, INC. FOR CITY'S 10TH ANNIVERSARY CELEBRATION

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 13 January 2015 to consider, among other things, approving and ratifying an "Event Proposal" contract 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 10th anniversary 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. 2015-03, shall take effect immediately upon passage.

PASSED AND APPROVED this 13th day of January 2015.

COTTONWOOD HEIGHTS CITY COUNCIL



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

ATTEST:

Kory Solonio
Kory Solonio, 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 13th day of January 2015.

RECORDED this 14 day of January 2015.



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

EVENT PROPOSAL*

Company: Cottonwood Heights City

Contact: Ann Eatchel

Telephone: 801-550-8225

Fax/email: aeatchel@ch.utah.gov

Date: Saturday January 17th 2015

Time: 6:00 p.m. – 9:00 p.m.

Location: Cottonwood Heights Rec. Center 7500 South 2700 East, Cottonwood Heights

Custom Events will provide the following services:

****18 Foot Double Lane Slide.** This colorful inflatable slide is great fun for all ages, it is double wide so two riders can go at the same time. Not only is it fun, but riders also move through quickly so it is great for large crowds who don't like to wait in line!

****40 Foot Obstacle Course.** This is a fun and colorful obstacle course built for all ages! Race your friends, family or even your enemies through this awesome and challenging course!

****Moon Walk.** Everyone loves this feature! Climb inside and let the fun begin. Kids of all ages bounce as high as they can!

****5 Old Fashioned Table Midway Games.** Every game is unlimited play. Our midway games are all professionally manufactured, and played behind colorful booths. There is always a wide

variety of fun prizes for the winners, and consolation prizes for everyone!

****4 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: \$3,030.00

Minus We love you discount: savings of \$630.00

Subtotal before tax: \$2,400.00

Sales tax of 6.85%: \$N/A Tax Exempt

Grand total price after tax: \$2,400.00

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: _____

Kelvyn H. Cullimore, Jr., Mayor

Attest: _____

Kory Solorio, Recorder

Date signed: _____

Mailing Address:

Cottonwood Heights
Attn. Ann Eatchel
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

Amendment to "Custom Events" Event Proposal

THIS AMENDMENT (this "*Amendment*") is entered into effective 13 January 2015 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*") described below.

Section 1. **Background.** City has scheduled its tenth anniversary celebration (the "*Event*") for 17 January 2015 at the Cottonwood Heights Recreation Center near 2700 East 7500 South in the City (the "*Event Site*"), which is owned and operated by the Cottonwood Heights Parks and Recreation Service Area (the "*Service Area*"). 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 of approximately even date herewith concerning the Event Services, 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, Service Area and their respective 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, Service Area and their respective 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.*).

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: _____
Jeffrey Mace, President

ATTEST:

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Kory Solorio, Recorder

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