



# *Amusement Carnival Contract*

## OCTOBER 14-16, 2022

Thank you for your interest in being a Stage Performer at Pig on the Pond Community FESTIVAL.

This agreement made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between DEGGELLER Attractions, Inc., Post Office Box 238, Stuart, Florida, 34995, hereinafter referred to as "DEGGELLER", and Project Scholars on behalf of the Pig On the Pond Community FESTIVAL hereinafter referred to as "FESTIVAL".

### **EVENT HOURS**

The FESTIVAL is open to the public during the following times:

- Friday, October 14 5:00 PM – 10:00 PM
- Saturday, October 15 10:00 AM – 10:00 PM
- Sunday, October 16 11:00 AM – 5:00 PM
- DEGGELLER Load-In – Monday, October 10

### **CARNIVAL DELIVERABLES**

- DEGGELLER agrees to furnish a complete carnival, as set out hereinafter, for a period of three (3) days, beginning October 14, 2022 and ending October 16, 2022.
- DEGGELLER agrees that all rides, concessions and experiences will be open and staffed during all public event hours.
- DEGGELLER agrees to furnish 12-15 portable amusement rides for guests ranging in age from youth to adults, 6-8 game concessions and 5-8 food concessions (including a Funnel Cake concession).
- DEGGELLER agrees to sell tickets on the midway, and to provide all ticket sellers and related staff to relieve sellers and process sales receipts.
- DEGGELLER will purchase all tickets and armbands associated with the Amusement experience.
- DEGGELLER will power all Amusements, Concessions and Experiences including living quarters and all associated elements independently and provide diesel at their own expense.
- DEGGELLER will ensure that all safety protocols are followed and all safety inspections are performed on every ride and experience.
- DEGGELLER will have strict protocol to ensure that guests meet the admission requirements and height restrictions of your ride.
- DEGGELLER will have handicap protocols in place for guest experience.
- DEGGELLER will pay all sellers and related staff directly.
- DEGGELLER is responsible for all worker compensation and liability for employees.
- DEGGELLER agrees that all staff will be uniformed in clean presentable condition.
- DEGGELLER will provide comprehensive background checks on all employees including illegal drug screening and employees will have a current ID card in their possession.
- DEGGELLER will keep area clean at all times.



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## **CONDITIONS OF USE**

- DEGGELLER agrees that all amusement rides and concessions shall be operated exclusively within the areas designated by the FESTIVAL
- DEGGELLER agrees that there may be no modification of County property.
- DEGGELLER agrees to conform to and comply with all federal, state, county and local sanitation and health rules, regulations and laws governing such use.
- DEGGELLER agrees to report and pay all federal, state, county and local taxes that may be due or payable by reason of any operation hereunder.
- DEGGELLER agrees to reduce the volume of sound amplifying devices when determined necessary by the FESTIVAL.
- DEGGELLER agrees that all signage must be neat and displayed in a professional manner that enhances the appearance of the carnival.
- DEGGELLER agrees to put grease in designated containers for recycling.
- DEGGELLER agrees to keep designated area free of any and all trip hazards.
- DEGGELLER will provide own extension cords and hoses for water and sewer hookup to County facilities where necessary.
- DEGGELLER agrees that all power, cables and wiring will be set up outside of guest area and any power that could present a potential trip hazard will be covered appropriately with cable ramps.

## **AMUSEMENT GAMES**

- DEGGELLER shall not operate any games which are in violation of state laws or regulations; offer cash prizes or re-purchase prizes in any game; offer as prizes: live ducks, chicks, or other live animals; knives, firearms, or any look alike items which could be used as a weapon; offer as prizes, or display, drug paraphernalia, posters or other items deemed to be inappropriate by the FESTIVAL.
- All Game locations will be staffed during all event hours.

## **PROJECT SCHOLARS DELIVERABLES**

- FESTIVAL agrees to have the Amusement space clear and ready for move-in on Monday, October 10, 2022.
- FESTIVAL agrees to provide water access to DEGGELLER.
- FESTIVAL is responsible for event marketing.



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## **REQUIRED INSPECTIONS**

- Any approval under this agreement is conditioned upon the DEGGELLER's amusement rides and concessions meets the requirements of all federal, state and local laws and the FESTIVAL reserves the right at any time without liability or penalty, to disapprove any ride or concession upon its sole determination that there is or may be a violation of any law. The responsibility and cost of obtaining any and all permits as may be necessary to assure compliance with the law shall be borne entirely by DEGGELLER.
- DEGGELLER is responsible for setting up all ride inspections and licenses required for operation of equipment, rides, concessions, generators and any other elements under their control.
- It is the sole responsibility of the DEGGELLER to obey all codes, including any regulations of the Florida Dept. of Agriculture or other regulatory agencies.
- Food vendors/trucks must have a valid inspection sticker.

## **FIRE CHIEF INSPECTION**

DEGGELLER agrees to provide the following for the Fire Department inspection:

- All Rides/Concessions must be set and operational for Fire Department inspection by October 13, 2022 at 2:30pm
- Each ride must have a valid Inspection Sticker.
- Each ride must have an easily accessible working fire extinguisher.
- The Fire Department will require a suppression system inspection.

## **FINANCIAL ACCOUNTING and DISTRIBUTION**

DEGGELLER agrees to pay the Fair the following amounts:

- 27% of the ride sales after applicable taxes
- 20% of the concession sales after applicable taxes
- DEGGELLER agrees to provide a financial recap to FESTIVAL Executives on Saturday morning from Friday Night Sales and Sunday morning from Saturday Sales.
- DEGGELLER agrees to pay FESTIVAL in full the owed percentage on Sunday night after event close. DEGGELLER will not leave premises prior to all payments being satisfied.
- DEGGELLER agrees to provide FESTIVAL with complimentary ride tickets and wristbands by Tuesday, October 11, 2022 (amount TBD) for Sponsorship fulfillment.



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## **INSURANCE**

DEGGELLER, at their own expense, shall acquire and maintain commercial general liability insurance at all times during the Pig on the Pond Community Festival including set up for Festival, event, tear down/cleanup, and all Event Hours. The commercial general liability insurance must provide a minimum of \$2,000,000 per occurrence/\$2,000,000 aggregate insurance limit including products/completed operations coverage. Project Scholars, Pig on the Pond Community Festival, Indigo Creative Productions, Inc. and City of Clermont must be named as Additional Insured.

DEGGELLER shall provide to the FESTIVAL a certified copy of the insurance policy with all endorsements as evidence of coverage. Approval of insurance documentation is a condition precedent to full execution of this agreement.

## **INDEMNITY**

DEGGELLER agrees to Indemnify, Release and Hold Harmless Project Scholars, Inc., Pig on the Pond Community FESTIVAL, Indigo Creative Productions, Inc. the City of Clermont, and the Officers, Directors, Agents, Independent Contractors and Employees of these entities from and against any and all rights, actions, causes of action, suits, losses, damages, judgments, claims, claims of liabilities, cost and expenses of any kind as well as attorney's fees and court costs on appeal, of whatsoever kind or nature to which these entities and individuals may be subjected to as a result of my direct or indirect participation in this event, Pig on the Pond Community Festival.

DEGGELLER further agrees that this Indemnity shall apply in the event that someone from DEGGELLER is disabled, injured, or incurs a disease of a temporary or permanent nature while participating in this activity.

## **ASSIGNMENT**

Neither DEGGELLER nor the FESTIVAL shall have the right to assign, transfer or convey this Agreement, without the prior written consent of the other party.

## **INDEPENDENT CONTRACTOR**

DEGGELLER agrees that DEGGELLER will perform services under this agreement as an independent contractor and not as an agent, employee, or servant of FESTIVAL.

DEGGELLER. agrees that neither it nor its employees, agents, sub-contractors or sub-licensees shall in any manner represent itself or themselves or permit itself or themselves to be represented to the public as an agent of the FESTIVAL.



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## FORCE MAJEURE

Neither party shall be considered in default in performance of any non-monetary obligation under this Agreement to the extent that performance of such obligation is prevented or delayed from acts beyond the impacted party's control, including, but not limited to, the following : (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency.

## ATTORNEY FEES

If FESTIVAL or DEGGELLER engages in any action by or against the other party arising out of or in connection with this Agreement, each party shall be responsible for payment of its own attorneys' fees and other costs incurred in connection with the action.

## MODIFICATIONS

This agreement may not be modified orally and modification must be accomplished with the same formalities as are required for the execution of this agreement

This Agreement constitutes the entire Agreement of the parties and supersedes all prior or contemporaneous agreements, whether oral or written, between the parties.

The undersigned have executed this Agreement as of the day and year first above written.

Authorized by:

\_\_\_\_\_  
Paul B. Rountree, President  
Project Scholars

\_\_\_\_\_  
Beau Pugh  
Deggeller Attractions, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date