

CONSENT ITEM

RE: Ballwin Days Ride Contract

DEPARTMENT: Parks and Recreation

PROGRAM: Ballwin Days

RECOMMENDATION: Award contract to Miller Spectacular Shows, Inc.

EXPLANATION: Based on past performance and because service levels and compensation to the city is proposed to remain the same, festival co-chairs are recommending award to Miller once again. Ticket prices to the public are also to remain the same as in 2012.

SUBMITTED BY: Linda Bruer, Director of Parks and Recreation

DATE: 1/15/13

Miller Spectacular Shows, Inc.

79 Mountain Drive
Greenbrier, AR 72058
501-269-4781

501-421-4939 E-Fax suemiller79@aol.com

BALLWIN DAYS 2013

THIS AGREEMENT, made and entered into this 17th day of December 2012, by and between the Ballwin Days Committee for the same, City of Ballwin, State of Missouri, to be known as SPONSOR and JOHNNY F. MILLER representing the above named amusement organization, known hereafter as MILLER, for and in return for valuable considerations hereinafter specified, both parties do bind themselves as follows:

MILLER agrees to furnish the above named combination of Riding Devices, concessions, posting paper, advertising matter, tickets, ticket booths, and to exhibit same at the 2013 Ballwin Days Festival under the auspices of SPONSOR. MILLER will operate a minimum of 15 high quality amusement rides (Ferris Wheel will be included) with a mix of children's rides, family type rides, and super scary rides to entertain all ages. MILLER will not allow any live animals or fish to be given as prizes or displayed. MILLER will generate all electric used to operate carnival midway. MILLER will provide liability insurance in the amount of \$2,000,000.00 with certificate naming SPONSOR as additional insured. Certificate to be issued direct from insurance carrier and mailed to address below.

SPONSOR does hereby engage MILLER to present its combination of Rides, and Concessions at the 2013 Ballwin Days for a period of three (3) days, commencing May 31--June 1-2, ~~2012~~ ²⁰¹³ and agrees to furnish sufficient ground space at a location known as Vlasik Park in Ballwin, MO for all riding devices, and concessions belonging to MILLER. SPONSOR will furnish a water hook-up and dumpster or other arrangements for trash removal.

- MILLER will use Quiet generators positioned as not to interfere with stage activities.
- MILLER will work with SPONSOR representative in providing ticket audit information.
- MILLER will provide comfort stations (tents & benches) on midway area.
- Any additional advertising by MILLER will be coordinated the official news media of SPONSOR
- All employees will be uniformed.
- If space permits, a golf cart right of way of 6' to 8' will be cleared at base of hill between stage and midway.
- TICKET PRICING: Single Tickets \$1.00 each Sheet of 22 Tickets \$20.00
Advance Sale Tickets-----Sheet of 30 Tickets \$25.00 Advance Sale Tickets to be delivered to SPONSOR by June 1st each year.

5/24

J.F.M.

Each ride takes 2-3 or 4 tickets.

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IN CONSIDERATION of the fulfillment of the terms of this agreement, MILLER agrees to pay SPONSOR TWENTY-EIGHT PERCENT (28%) OF ALL RIDE TICKET SALES, and TWO THOUSAND, FIVE HUNDRED (\$2,500.00) FLAT RATE FOR RIGHTS OT OPERATE FAMILY GAMES CONCESSIONS AND TWO CARNIVAL FOOD STANDS. All games and food concessions must be approved by SPONSOR prior to set-up. One Carnival Food Stand to sell the following items only: Cotton Candy, Candy Apples, Carumel Apples, Apple Slices, Popcorn, Snow Cones, & Lemonade. Second carnival food stand will sell Funnel Cakes, Fried Twinkies, and Fried Oreos, and Lemonade . Second food trailer will pay 25% of gross sales to Sponsors. MILLER will also donate FIVE HUNDRED DOLLARS (\$500.00) as a Fireworks Sponsorship. MILLER will immediately send a "good faith" deposit check of twenty-five hundred dollars (\$2,500.00) to SPONSOR upon signing of this contract.

CORNOLLS, French FRIES

IT IS FURTHER AGREED that all riding devices and midway concessions shall be under the exclusive management of MILLER. MILLER to have the exclusive on all rides during the life of this contract.

FURTHER, it is understood by both parties that there are no verbal agreements and the entire agreement is covered by this contract. Both parties agree to work together to make the engagement a big success. Should City of Ballwin cancel event, or should any unforeseen calamity arise such as floods, fires, wrecks, strikes, tornadoes, etc., making it impossible to fulfill the engagement, this contract shall be null and void.

Witness this 17th day of December, 2012, our hands and seal in good faith.

Ballwin Days Chairman

MILLER SPECTACULAR SHOWS, INC

X _____

Johnny Z Miller
12-17-12

Date: _____

Send posters and Insurance Cert. to: _____

Phone: 636-207-2388 ext. 3

Fax: 636-207-2320

e-mail info@mlsshows.com