

RIDES AND CONCESSIONS

AMUSEMENT ATTRACTIONS

13007 WHITNELL WAY

RIVERVIEW, FL 33579

William Purdy, President

612-801-2712

Memorandum of Agreement

1. This contract made and entered into this, the 30th day of December, A.D., 2022 by and between **Amusement Attractions (also referred to as Carnival)**, Party of the first part and **the Town of Ashland City** of the second part.
2. Witnesseth: - That for and in consideration of the sum of one dollar in hand paid to each other, the receipt of which in herein acknowledged, and other good valuable consideration hereinafter set forth, both parties aforesaid bind themselves as follows: -
3. That part of the first part agrees to present their company consisting of high class pay shows, riding devices, concessions, etc., to the Town of **Ashland City, TN** for the period of 5 days and nights commencing for the June 6th-10th, 2023, June 4th-8th, 2024, June 3rd-7th, 2025 dates inclusive. The party of the first part is also to furnish tickets. The party of the second part to provide a suitable location of grounds, known as **Riverbulf Park** in **Ashland City, TN**
4. That all shows, riding devices, concessions and minor privileges shall be under management and control of the first part.
5. Carnival is to have and hold the exclusive on rides and shows during the life of this contract. Carnival will not enter into any sublet to assignment agreement for the duration and performance of this contract without the express permission of the Town of Ashland City.
6. Carnival will furnish the fair a certificate of insurance showing the Town of Ashland City as additional insured, or the owner or lessee of any premises used by named insured, but only with respect to accident arising out of business relative to carnival.
7. Carnival agrees to personnel policy in effect that includes background checks and drug testing on all employees. Carnival also agrees not to hire any employees that have a criminal record relating to any type of crimes that were sexual in nature.
8. That: Party of the first part shall have the exclusive on all rides and games, unless otherwise stated herein, during the life of this contract.
 - a. Amusement Attractions will pay 25% of ticket box revenue and will provide accounting record of said fees to the records office
 - b. All armbands will be \$25 and each armband will have a \$5 free credit on them.
 - c. The Town of Ashland City will provide restroom facilities, trash dumpster, and water connection.
 - d. Amusement Attractions will provide an insurance certificate to the Town of Ashland City, Tn **PO Box 36 Ashland City, TN 37015 with a minimum of \$1,000,000.**
 - e. Amusement Attractions will provide 15-21 rides and 15-21 concessions
 - f. In the event of any lawsuits due to injury of a third party due to liability of the party of the first part, the party of the first part shall identify and hold party of the 2nd part harmless including reimbursement of attorney fees.
 - g. Amusement Attractions will provide 150 Wristbands to the town of Ashland City for use by the employees at no cost.
9. That it is mutually agreed by both parties hereto that there is no other contract or promise, either written or verbal existing between them, and that this contract is subject to the approval of the above-named shows, either by wire or letter.
10. In case of sickness or death the performer, then the party of the first part shall have a reasonable length of time to replace such performer. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic, or unforeseen occurrence over which the party of the first cannot control, then they are not to be held for damages by party of the second part.
11. This contract entered into signed in duplicate in the City of Riverview of Florida, this the 30th day of December A.D., 2022 by the dually authorized representatives of the parties of the First part and in the City of Ashland City, TN on this the _____ Day of _____, 2023 by the dully authorized representatives of the parties of the second part.

AMUSEMENT ATTRACTIONS.

By _____
Party of the first part

TOWN OF ASHLAND CITY

By _____
Party of the Second Part