## RIDES AND CONCESSIONS AMUSEMENT ATTRACTIONS

13007 WHITNELL WAY RIVERVIEW, FL 33579

## William Purdy, President

612-801-2712

## Memorandum of Agreement

- This contract made and entered into this, the <u>1<sup>st</sup></u> day of <u>December</u>, A.D., 20<u>20</u> by and between <u>Amusement Attractions</u>, Party of the first part and <u>Ashland City</u> State of <u>Tennessee</u> party of the second part.
- 2. Witnessth: 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: -
- That part of the first part agrees to present their entire company consisting of high –class pay shows, riding devices, concessions, etc.., to the city of <u>Ashland City</u> State of <u>TN</u> for a period of <u>5</u> days and nights, commencing <u>June 8<sup>th</sup></u>, 2021 to <u>June 12<sup>th</sup></u>, 2021 all dates inclusive. The party of the first part is also to furnish tickets.
- 4. The Party of the second party agrees to furnish all licenses and permits that may be required by law, electric current, including the connection and disconnection of transformer, water, police protection, ticket takers on shows, also a suitable location of grounds, knows as <u>Soccer Field at River Bluff Park</u> located in <u>Ashland City, TN</u> and free gate admission tickets for all actual attaches of the party of the first party, if exhibiting where gate admission is charged.
- 5. That all shows, riding devices, concessions and minor privileges shall be under management and control of the first part.
- 6. That: Party of the first part shall have the exclusive on all rides and games, unless other-wise stated herein, during the life of this contract.
  - a. Amusement Attractions to pay 20% 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. Parks and Recreation will provide restroom facilities, trash dumpster, and water connection
  - d. Amusement Attractions will provide insurance certificate to the Town of Ashland City, TN **PO Box 36 Ashland City, TN 37015** (Insurance coverage will be 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 2<sup>nd</sup> part harmless including reimbursement of attorney fees.
  - g. Amusement Attractions will provide 150 wristbands to the town of Ashland City for use the employees at no cost
- 7. 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.
- 8. 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.
- This contract entered into signed in duplicate in the City of <u>Riverview</u> State of <u>FLorida</u>, this the <u>1st</u> day of <u>December</u> A.D, 20<u>20</u> by the dually authorized representatives of the parties here to.

By Party of the first part

Organization

By\_\_\_\_\_ Party of the Second Part

By\_\_\_\_\_ Title: \_\_\_\_\_