

**Bristol Fourth of July Committee**

**Carnival Contract**

Agreement made and entered into this 30th day of November 2021, and between the Bristol Fourth of July Committee of the Town of Bristol, Rhode Island (hereinafter referred to as the "Committee") and Rockwell Amusements and Promotions, Inc. (hereinafter referred to as "Rockwell").

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TOWN CLERK'S OFFICE  
BRISTOL, RHODE ISLAND

Subject to the approval of the Town Council of Bristol, Rhode Island, the Committee hereby grants to Rockwell the exclusive privilege to operate a carnival on the Bristol Town Common, so-called, within the area to be established by the Committee, said area being a triangle generally bounded by State Street, Wood Street, and High Street (a copy of the plot of land to be provided) as follows:

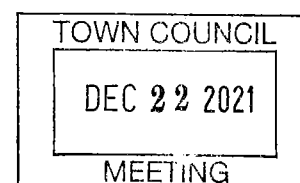
From June 24, 2022 to July 4, 2022 between the hours of 5:00 pm and 11:00 pm daily, including Saturday and Sunday, and between the hours of noon and 5:00 pm the day of the Fourth of July Parade. Carnival is allowed to occupy the Town Common between June 20 and July 6, 2022.

From June 23, 2023 to July 4, 2023 between the hours of 5:00 pm and 11:00 pm daily, including Saturday and Sunday, and between the hours of noon and 5:00 pm the day of the Fourth of July Parade. Carnival is allowed to occupy the Town Common between June 19 and July 6, 2023.

Above dates and times are subject to confirmation by Rockwell and the Committee, and subject to change.

Rockwell will be allowed access to the Town Common and paved parking area four (4) days prior to opening day to set up and prepare for all inspections. An additional twenty-four (24) hours may be granted by the Committee for carnival setup prior to opening day for extenuating circumstances (such as weather conditions) upon approval of Chairman of the Fourth of July Committee, the Chairman of the Carnival Subcommittee, and the Town Administrator of the Town of Bristol, Rhode Island.

By 5:00 pm on July 6<sup>th</sup> of each year, all carnival equipment shall be removed from the Town Common. Should Rockwell fail to remove all equipment by the stated date and time, the Committee and/or Town of Bristol may remove said equipment from the Town Common. Rockwell will be responsible for any and all costs incurred by the



*Handwritten:* 12-7-2021

Committee and/or the Town of Bristol for the removal of any remaining carnival equipment from the Town Common.

The life of this contract will be for two (2) years ending on July 6, 2023, with the Committee holding the renewal option of 2024-2025. The Committee must act on this option by either rejecting or accepting it on or before December 31, 2023.

Rockwell agrees that the fee to be paid to the Committee for 2022 will be Thirty-one Thousand Five Hundred (\$31,500) Dollars and the fee for 2023 will be Thirty-two Thousand (\$32,000) Dollars. The terms of payment are at the start of the event for said years 2022 and 2023.

Prior to the occupancy of the Town Common, Rockwell shall provide the Committee with a certificate satisfactory to the Committee establishing evidence of liability insurance in the amount of Five Million (\$5,000,000) Dollars for liability, personal injury and property damage. This insurance must be provided by a carrier satisfactory to the Committee, which carrier has complied with the insurance laws of the State of Rhode Island and is capable of being served process within the State adding the name of the Town of Bristol and the Bristol Fourth of July Committee as additional insured. In addition, Rockwell agrees to hold harmless and indemnify the Town of Bristol and the Bristol Fourth of July Committee and their agents from any and all claims, suits, and/or demands that may arise out of the negligence of Rockwell, its agents, servants, or employees for any and all harm to third parties or property damage, except as caused by negligence of the Committee.

For any violation of this contract or the ordinances of the Town of Bristol or the laws of the State of Rhode Island, it is agreed that the Committee or the Bristol Chief of Police may close down all or any part of the carnival which so violates said contract, ordinances of the Town, or laws of the State until such violation is corrected. In the event of any dispute, the Chief of Police will be solely responsible for determining at what point the violation is corrected. The exercise of such responsibility by the Chief of Police, however, shall not be arbitrary or without justifiable explanation to Rockwell.

Rockwell will deposit with the Committee on June 20, 2022 and on June 19, 2023 the sum of Three Thousand (\$3,000) Dollars as a security deposit on the guarantee that the carnival grounds will be cleaned after the carnival is removed to the satisfaction of the Committee. Cleaning will include removal of rubbish, garbage, debris and/or macadam which were not there prior to the date of inspection and shall be done on or about July 6, 2022 and July 6, 2023 as determined by both parties. Any and all damage to turf, sidewalks, paving, light poles, fencing, etc. caused by carnival contractors' equipment, employees, subcontractors, or its agents shall be carnival contractor's responsibility as to repairs and costs. The security deposit will be held until repairs are completed to the satisfaction of the Town of Bristol and the Bristol Fourth of

July Committee. The check shall be made payable to the Bristol Fourth of July Committee. It is also noted that whatever breaks in macadam or disruption of turf existing on June 20, 2022 and June 19, 2023 will be so indicated on the plot plan.

Rockwell agrees not to charge admission to the Town Common or entrance to the carnival site.

Rockwell agrees to provide the following amusement rides: (a) six to seven (6-7) adult rides; (b) six to seven (6-7) children's rides; (c) a minimum of six (6) food booths; (d) a minimum of twelve (12) game booths, and (e) other amusements (haunted house, etc.).

It will be the responsibility of Rockwell to provide such personnel and material to clean said premises each day the carnival is in operation until its departure on July 6, 2022 and July 6, 2023. After inspection by the Chairman or the Chairman's appointee, if the carnival grounds and/or location are in a condition similar to the condition agreed upon by the inspection of June 2022 and June 2023, the Committee will refund the Three Thousand (\$3,000) Dollar security deposit to Rockwell. If such conditions do not meet the satisfaction of the Committee, the security deposit provided by Rockwell will be forfeited and any damages will be deducted from the security deposit.

Rockwell agrees to supply three (3) portable restroom facilities, one (1) of which shall be handicap accessible, and a dumpster at locations mutually agreed to by the Committee.

Rockwell agrees to meet with the Chief of Police and Fire Chief of the Town of Bristol prior to opening day to mutually agree upon policing requirements of the carnival area and will be responsible to pay the cost related to personnel.

Rockwell agrees to meet with the Bristol Department of Public Works prior to opening day to provide assurance that they are abiding by all the Department's requirements.

Rockwell agrees to supply its own electrical power and obtain all utilities necessary to run the carnival and will be responsible to pay the costs related to the utility costs.

Rockwell agrees to obtain all necessary permits from the State of Rhode Island and the Town of Bristol and will be responsible to pay the costs related to such permits.

Rockwell agrees that before opening to the public and operating any equipment, inspections and permission must be obtained from the State of Rhode Island and the Town of Bristol necessary to operate a safe carnival.

The Bristol Department of Public Works will be contacted and a request will be made to have water turned on in the vicinity of the Town Common prior to the carnival opening.


Rockwell Amusements will pay up to One Thousand Six Hundred (\$1,600) Dollars per day for Police and Fire details combined pertaining to the Bristol Fourth of July Carnival.

Rockwell Amusements is willing to pay up to Two Thousand Six Hundred (\$2,600) Dollars per day for Police and Fire details combined on July 3 and July 4, specifically, pertaining to the Bristol Fourth of July carnival.

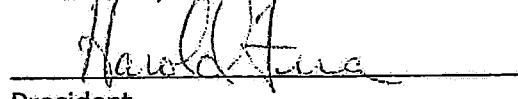
The Bristol Fourth of July Committee will be responsible for the balance of the Police and Fire detail paying anything and everything over Twenty Thousand (\$20,000) Dollars in 2022 and Twenty-two Thousand (\$22,000) Dollars in 2023 of the combined bill pertaining to the Bristol Fourth of July carnival.


In witness whereof, the parties hereto have executed this contract on the date and year first written above.

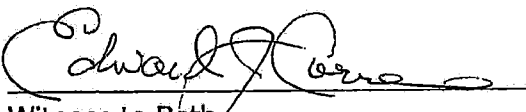
For the Bristol Fourth of July Committee


  
General Chairman

For Rockwell Amusements and  
Promotions, Inc.

  
President

  
Vice Chairman

  
Witness to Both

  
Witness