

LAWYER COMMENTS REGARDING AMUSEMENT MASTERS CONTRACT FOR OCTOBER 5, 2024



To:



Lynda Owens

Cc:



Brandon Perkins;



Krista McClenny; Phillip Trocquet <ptrocquet@tyrone.org>; dadaven@bellsouth.net

Fri 9/6/2024 11:08 AM



You forwarded this message on Mon 9/9/2024 11:46 AM

Caution: This email originated from an external sender. Verify the source before opening links or attachments.

I have not incorporated drafts. I received PDF documents and am working to quickly turn this around.

Please note the following issues:

1. The non-refundable deposit was 10% of the 2023 agreement. That was \$670.00. Under the current suggested language, the NON-refundable deposit is \$10,070.00 (50% of the value). Last year this company agreed to 10% non-refundable deposit. This is at paragraph 4
2. The Paragraph 7 Damage Waiver was NOT a part of last years agreement. I would recommed removal as it includes access to the Town insurance.
3. The indemnity clause at paragraph 11 was amended last year to cause indemnity of the Town in cases where damage is attributable not Just the Company. This indemnity should be reincorporated.
4. Paragraph 14 concerning a weather cancellation. Just as last year, the refund will be forfeited if cancellation occurs. If we cancel the day of, that must occur before the trucks leave the lessor site in order to limit the loss to \$10,075 and avoid the full \$20,150.00 becoming payable.
5. Under the weather provision, language allowing the Town to reschedule within 180 days if a rain out occurs while the vendor is on site has been removed. This is the only change I was made aware of in reviewing this agreement. It is not the only change. I advise it be reincorporated or making council aware of the \$20,150.00 forfeiture.

Let me know if you have any questions,
Ali

E. Allison Ivey Cox
McNally, Fox, Grant & Davenport, P.C.
100 Habersham Drive
Fayetteville, Georgia 30214
(770) 461-2223