

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Tyrone, Georgia, hereinafter called “Town” and Action Packed Parties, LLC, hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

**Section 1. Scope of Lease**

Contractor shall lease to the Town the following equipment (hereinafter the “Equipment”) for an event to be held at Shamrock Park in the Town of Tyrone on November 27, 2022, from 2:00 p.m. through 7:00 p.m.:

1. 20’ Polar Plunge Dry Slide;
2. 3D Frozen Dry 5A;
3. Snow Globe;
4. Snowman Dancing Dome (Bin 48-A-2) 1D;
5. Three (3) Generators (incl. up to 4 hrs. of gas for each);
6. Snowy the Snowman (includes 4 hours of snow solution); and
7. Christmas Cottage 1E.

Contractor shall deliver the Equipment between 6:00 a.m. and 1:00 p.m. and pick up the Equipment following the event after 7:00 p.m.

**Section 2. Payment**

As payment for the provision of the services described in Section 1 above, the Town shall pay to the Contractor the amount of \$3,392.00. A non-refundable down payment in the amount of

\$1,696.00 shall be paid at the time of the execution of this Agreement. The remainder shall be payable upon delivery and set-up of the Equipment at the location described in Section 1 above.

### **Section 3. Insurance**

During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits:

**General Liability** – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

**Automobile Liability** – The Contractor shall provide and maintain Automobile Liability Coverage at a rate of no less than \$1,000,000 each accident for any automobile used in the performance of the Work.

Providing and maintaining adequate insurance coverages is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of Georgia. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Georgia. The Contractor shall, at all times, comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Georgia laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The policy or policies are to contain, or be endorsed to contain, the following provisions:

- (a) Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions; and
- (b) Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

#### **Section 4. Indemnification**

To the extent allowed by law, the Town agrees that it will indemnify and hold free and harmless Contractor from any and all claims or action, if caused by Town, for personal injury, sickness, or disease. Town will pay any and all judgment decrees, cost, including attorney's fees, which may be rendered against Contractor if those injuries, sicknesses, or diseases are judged to have been caused by Town. Contractor agrees that they will indemnify and hold harmless Town from any and all claims or actions caused in whole or in part by Contractor, its employees, agents, or assigns for any personal injury, sickness, or disease. Contractor will pay any and all judgments, costs, including attorney's fees, which may be rendered against Town as a result of said claims or actions aforementioned.

#### **Section 5. Subcontracting**

The Contractor shall not have the right to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of this contract.

#### **Section 6. Governing Laws and Venue**

This contract is made under and shall be governed and construed in accordance with the

laws of the State of Georgia. Any disputes that arise under this contract shall be subject to the jurisdiction of the courts of Fayette County, Georgia and the United States District Court for the Northern District of Georgia, as applicable.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized official, this Agreement in duplicate (two copies) of which each shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

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

Name: \_\_\_\_\_

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

(SEAL)  
Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_

(Please Print)

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

ACTION PACKED PARTIES, LLC:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL)  
Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_

(Please Print)

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