

803-358-9476 office 866-716-5138 fax

## **Contract Agreement**

- 1. This agreement is between **THE TOWN OF TYRONE**, hereinafter referred to as the BOOKING PARTY and PALMETTO AMUSEMENTS, hereinafter referred to as the SUPPLIER.
- 2. **SUPPLIER** agrees to provide equipment, etc. as listed in paragraph 3 below for the **BOOKING** PARTY'S event date of 7 OCTOBER 2023 between the hours of NOON TO 7:00 PM event located at 960 SENOIA RD TYRONE, GA 30290 . SUPPLIER will service event date rain or shine but reserves the right to cease operation of amusement devices during inclement weather to insure the safety of the children and the general public. SUPPLIER will then resume operations as weather permits during the above scheduled hours.
- 3. SUPPLIER agrees to provide: FERRIS WHEEL AND POWER SOURCE. Suppliers will also supply all necessary staffing for amusement rides. Suppliers will also be responsible for state amusement ride inspection and permitting. Please be advised that Palmetto Amusements reserves the right to manipulate/rotate equipment in the event that a piece of equipment is not available due to a mechanical/safety issue.
- 4. **BOOKING PARTY** agrees to provide: level area for set-up, access to site at least **one day** prior to event to set up if needed. Lighting of the general area is also the responsibility of the booking party for the safety of the patrons. .
- 5. FINANCIAL TERMS: The total amount for the items listed in paragraph 3 above is: \$9745.00. SUPPLIER must receive this signed document within ten (10) days of the date of this contract and a 50% deposit in the amount of \$4872.50 in order for the event date above and the equipment to be guaranteed. The final balance will be due and payable at the conclusion of the event in the amount of \$4872.50.
- 6. **CANCELLATION POLICY**: The deposit is non-refundable. If the booking party wishes to reschedule the event for inclement weather all financial agreements are expected and still due. However, the event can be rescheduled within 6 months of the event date, minimal fees may be incurred due to unrecoverable expenses but the decision to reschedule must be made 72 hours in advance of the event. Should the BOOKING PARTY decide to cancel this agreement, see cancellation fee below:

Date of Cancellation	Cancellation Fee	
2 months or greater from event	25% of balance due plus unrecoverable expenses	
1 months or greater from event	50% of balance due plus unrecoverable expenses	
2 weeks or less from event	100% of balance plus unrecoverable expenses	

## 8. ACCEPTANCE OF THIS CONTRACT BY BOOKING PARTY

Authorized Signature:	<u>Christy Boscaglia</u>	Date: <u>26 MAY 2023</u>
_	Electronic Signature	
Authorized Signature:	-	Date:
	Authorized Representative	

Authorized Representative