

## **Pony Pals Pony Parties**

This Agreement is made effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Pony Pals Pony Parties, hereinafter referred to as the “Vendor,” and The Town of Tyrone, hereinafter referred to as the “Town”. The Town hereby engages Vendor who agrees to perform the services herein described, upon all the terms and conditions herein set forth.

Vendor: Pony Pals Pony Parties

EVENT DATE:           October 5, 2024

EVENT HOURS:         3:00PM – 6:00PM

SET UP TIME :         \_\_\_\_\_

BREAKDOWN TIME: \_\_\_\_\_

COMPENSATION:     \$900 - Payable to Vendor

CONTACT:             Lynda Owens 770-378-5491

ADDITIONAL CONTACT: 770-487-4694

BALANCE:             \$810.00 Payable to Vendor at the Event via Zelle, Check or Credit Card.

EVENT:                Tyrone Founders Day Festival

LOCATION:             Shamrock Park – 960 Senoia Road; Tyrone, Georgia 30290

SPECIAL PROVISIONS: Three (3) ponies shall be provided.

### Terms and Conditions

- 1)     The Vendor is an independent contractor and assumes all responsibility for withholding tax, social security, state tax, public liability, and workman’s comp or liability insurance.
- 2)     Once the Vendor has fully rendered services on the day of the Event, full payment must be submitted.
- 3)     Vendor agrees to indemnify, hold harmless and defend the Town from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney’s fees) arising out of or related in whole or in part to any act or omission of the Vendor, its agents or employees, Vendor agrees to pay any and all judgements and/or costs (including attorney’s fees) which may be rendered against the Town as a result of the aforementioned claims
- 4)     Force Majeure. Neither party hereto shall be liable to the other party for nonperformance, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to COVID-19, the weather (including but not limited to rain, showers, hurricanes, floods), declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience or other acts of GOD. Should

event cancellation be required, deposit will be applied to a new rescheduled performance date as agreed upon by the parties, or alternatively, at the option of either party, the deposit shall be refunded to the Town of Tyrone which shall have no liability to the Artist for any payment or otherwise.

5) This Agreement and/or any dispute arising hereunder shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia in the courts of Fayette County, Georgia.

IN WITNESS WHEREOF, the parties hereto signed, sealed and delivered this Agreement this \_\_\_\_ day of \_\_\_\_\_ 2024.

TOWN OF TYRONE DOWNTOWN

\_\_\_\_\_  
Eric Dial, Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
Dee Baker, Town Clerk

PONY PALS PONY PARTIES

\_\_\_\_\_  
Lesley Brownstein, Owner

ATTEST:

(SEAL)

\_\_\_\_\_  
Secretary