

# **City of Scottsbluff, Nebraska**

**Tuesday, September 8, 2015**

**Regular Meeting**

## **Item Reports5**

**Council to approve the contract with Pony Express Pony Rides for the Harvest Night Petting Zoo and authorize the Mayor to execute the contract.**

**Staff Contact: Perry Mader, Park and Rec Director**

# Agenda Statement

Item No.

For meeting of: September 8<sup>th</sup>, 2015

**AGENDA TITLE:** Council to approve contract with Pony Express Pony Rides and Petting Zoo.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Parks and Recreation

**PRESENTATION BY:** City Manager Rick Kuckkahn

**SUMMARY EXPLANATION:** The Parks and Recreation Department is requesting permission to contract with Pony Express to provide petting zoo services for Harvest Night 2015. We contracted with them last year and they did a great job and provided a high quality service. Contract has been reviewed by legal. The department will also purchase additional event insurance for \$102.  
Contract amount is for \$1100. Total is \$1202 with insurance.

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## EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_

City Manager

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Rev 3/1/99CClerk

**PONY EXPRESS PONY RIDES AND PETTING ZOO PARTY  
CONTRACT**

**Invoice, Agreement and Waiver**

**Date of Event: September 25, 2015**

**Party Time: 5-9**

**Planned Attendance:**

**Event Address:** Riverside Park at South Beltline Highway, Scottsbluff, NE, 69361.

**Event Contact:** Trinity burgner [tburgner@scottsbluff.org](mailto:tburgner@scottsbluff.org)

**Site Phone:** 308-632-0059

Amount of space available to us:(ft x ft)\_\_\_\_\_

Surface we will be on\_\_\_\_\_

Special Instructions/Directions-- please use back if necessary:

**Services Invoice**

***Pony Express Pony Rides and Petting Zoo will provide the following for your party:***

**Petting Zoo Animals – Goats, sheep, llama, mini horse, mini donkey, mini pig, chickens, rabbit**

**Price**

**\$1100**

**Total Due \$1100**

Final Payment is due in cash, credit card, or via paypal prior to the commencement of the party. We do not accept personal checks. We do accept company checks.

## Event Agreement

(Event=Party/Outing  
Attraction=Ponies/Horses)

A. **Deposit:** A deposit is required to secure pony/horses/petting zoo animals. Animals shall not be considered reserved until the event agreement is signed and the deposit is received. **The remaining balance is due upon the delivery of the equipment at the event site.** Should Pony Express or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, renter agrees to indemnify and hold them harmless for all such costs and fees. **Deposits are non-refundable.**

B. **Refund Policy: Postponement.** If inclement weather, rain or high winds are forecasted for the time that your event is scheduled, then client has the right to postpone the event. Pony Express must be notified of the postponement before traveling to the event. Client may reschedule the event within 60 days of the original event date at no additional cost. If postponement of an event is necessary, Pony Express reserves the right to substitutions of equal or greater value on the rescheduled event date. If postponement of the event is made after travel to the event has begun or the event has begun, an additional charge may be added up to a maximum of ten percent of the contract price (travel expense coverage). Once the pony/animals have arrived the remaining balance becomes due and postponement of the event is not available.

C. **Cancellation.** If a reservation is cancelled after travel to the event has begun or If the event is cancelled after Pony Express has arrived on site of the event, the full rental charge is due and payable.

D. **Overtime:** Pony Express events are for the above stated price. Any time over will be charged at a ½ hour interval of your hourly rate, unless advised by an Pony Express representative or due to extenuating circumstances agreed to by the Pony Express representative.

E. **Damages:** Acts of God may prevent us from providing the contracted attraction. Should your event be affected by such an incident, Pony Express reserves the right to substitute an item of equal or greater value. Pony Express shall not be held liable for further loss. Pony Express will request the exact location of the pony party in advance or at the beginning of the party. Horses/ponies will trample grass/lawns somewhat. Your type of lawn will depend on how much. Ponies/Animals will also "poop". Pony Express reps will remove most of this by the end of the party. Any bushes, lawns, or area that you do not want the ponies/horses near, needs to be mentioned to a Pony

Express Representative at the beginning of the party.

F. **Release/Waiver/Hold Harmless and Acknowledgment of Risk:** The undersigned understands and acknowledges that play on a pony or horse entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, etc, to any participant. Furthermore, the undersigned acknowledges that such risks simply cannot be eliminated in their entirety.

\_\_\_\_\_,  
G. **A set of Safety Rules** may be displayed but are reviewed at the beginning of each party and are included **below** which the undersigned agrees to follow and utilize at all times. All children or individuals should follow safety rules. Balloons, noise makers and items that will spook the pony/horses **should not be brought up to the animals. All ponies/horses utilized are very gentle. Party music, balloons, banners, and noise makers should be kept at a reasonable distance and will not bother the animals.** Children should not wave or hit ponies with hats, ropes, or balloons at any time: this may spook the ponies. Fireworks of any kind should not be used while Pony Express is present at the event. Parents and guardians are responsible for their children and should not allow children (or adults) to go behind or underneath the pony/horses and should not allow them to approach the pony/horses unless accompanied by an adult.

H. **Permits/Licenses:** This contract does not include the cost of acquiring any permits or licenses required for the particular event location where the equipment will be set up. The renter shall assume all responsibility and costs of acquiring any such permits or licenses, if necessary.

Please read and initial each section

Pony Express Pony Rides and Petting Zoo needs convenient parking. We use our trailers throughout the day to give our animals' breaks and rest. You will be able to provide convenient, close parking to our set up area\_\_\_\_\_

There is a useable source of water somewhere on site for us to use throughout the day for the health, care and comfort of our animals\_\_\_\_\_

We reserve the right to substitute, change or not include animals for any reason. Our main concern is ALWAYS the health, comfort and safety of our animals. \_\_\_\_\_

We are insured. If any person or place requires an additional insurance policy to be purchased for an event, we need at least 72 hours to process through our insurance company. The minimum cost is 102.00 per additional named, it is your financial responsibility and a separate payment must be made before the additional insured will be added to our policy\_\_\_\_\_

If you will be collecting money/tickets/stamping hands etc. for either pony rides or zoo entrance, you will provide staff to do so for the entire duration of the event\_\_\_\_\_

We do not accept personal checks on the day of the event or party. Cash, credit card, or paypal only. We do accept company checks. **Final payment is due prior to unloading any animals**\_\_\_\_\_

**I acknowledge that I have read and reviewed the foregoing Pony Express Agreement and Acknowledgement of Risks and I agree to be bound by the same.**

**Printed**

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

**Signature:** \_\_\_\_\_ **Date:**

**Email:**\_\_\_\_\_

**Please mail completed contract deposit to, or deposit can be paid via Paypal to nbell\_98@yahoo.com: Final Payment is due in cash, or via paypal prior to the commencement of the party.**

**Nicole Henderson**

**15493 North 107<sup>th</sup> Street**

**Longmont, Colorado 80504**

**720-232-7030**

**Parents please familiarize yourselves with this before the ponies arrive.**

**SAFETY RULES**

- 1. Do not go behind the pony/horses. (*Gentle as kittens, but they're ponies.*)**
- 2. No yelling, screaming, or horseplay around the ponies/horses.**
- 3. No noise makers (balloons, poppers, fireworks, etc...) around the pony/horses.**
- 4. Do not approach/ride the pony/horses unless accompanied by an adult.**
- 5. Think safety at all times.**
- 6. Not responsible for accidents/injury.**
- 7. Ensure children are attended at all times.**
- 8. No spooking the ponies/horses. No hitting ponies with hats, ropes, balloons, etc...**

**9. Do not feed the ponies/horses unless accompanied by an Party Representative.**

**10. All children should wash their hands after riding and after playing with the ponies. Do not eat or drink while petting or riding the ponies.**

**THANK YOU.**