

City of Scottsbluff, Nebraska

Monday, October 5, 2015

Regular Meeting

Item Reports1

Council to consider a rental agreement for snow machine equipment for a special event.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: October 5th, 2015

AGENDA TITLE: Council to consider rental agreement for snow machine equipment for special event.

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 for snow machines for our first annual Jingle Jog. The event is the first Friday in December and will showcase the downtown. There is a 5k fun run/walk as well as events and attractions in the downtown. Events Coordinator, Triniti Burgner is coordinating this event. Legal has reviewed agreement. Funds being requested are in our event budget.

Agreement is attached.

EXHIBITS

Resolution x Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

(#4328)

EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") dated on August 21, 2015 between Blank Extreme Entertainment LLC (the "Lessor") and _____Scottsbluff Recreation Department_____ (the "Lessee")

IN CONSIDERATION of the covenants and promises in this Agreement, Lessor leases to Lessee the property (the "Equipment") described in the Addendum, attached hereto (the "Addendum"), on the following terms and conditions:

1.

Lease Term

The Lease Term shall be from December 5, 2015 to December 6, 2015, (the "Term").

2. Rent

The rent for the Equipment shall be \$1960 (the "Rent"). Lessee shall pay the Rent at the time that Lessee executes this Agreement. Lessor may cancel this Agreement if payment is not promptly paid.

3.

Delivery

Lessor shall deliver the Equipment to Lessee at the location described in the Addendum.

4. Indemnity

Lessee shall indemnify Lessor and hold Lessor harmless from any claim, costs and damages, including reasonable attorney fees arising out of the lessees negligent use and operation of the Equipment.

5. Loss or Damage

Lessee shall maintain the Equipment in good condition and functional order, shall not use the Equipment unlawfully nor alter the Equipment without Lessor's prior written consent. Lessee assumes the risk of loss, theft or damage to the Equipment and agrees to pay Lessor the cost to repair the Equipment or replace it as described in the Addendum.

6. Surrender

At the end of the Term, or upon earlier termination of this Agreement, Lessee at his expense shall immediately return the Equipment to Lessor's address, properly packed for shipping via FedEx Ground or equivalent.

7. Default

Lessee shall be in default ("Default") under this Agreement if Lessee fails to pay any payment due or fails to perform any provision of this Agreement. In the event of a Default by Lessee, Lessor shall be entitled to pursue any or more of the following remedies:

a.

Lessor may terminate this Agreement and take possession of the Equipment.

b.

Commence legal proceedings and/or charge any payment methods on file to recover any Rent and other obligations, including all costs related to collections, and/or pursue any other remedy available in law or in equity.

8.

Warranties

With exception of the Equipment being in good working order, Lessor makes no other express or implied warranty.

9. Notice to Lessee

This is a leasing agreement. You are not buying the Equipment. Do not sign this Agreement before you read it and understand it.

You are entitled to a completed signed copy of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on August 21, 2015

Blank Extreme Entertainment LLC (Lessor)

Signed: _____

_____ (Lessee) Signed: _____Scottsbluff Recreation

Department_____

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ADDENDUM TO
EQUIPMENT RENTAL AGREEMENT (#4328)

EQUIPMENT

QTY DESCRIPTION DAILY RATE REPLACEMENT

4 High Output Snow Machine \$250 each \$600 each
4 Gallon of Snow Fluid \$0 each
28 Additional Gallons Snow Fluid \$30 each 4
Prepaid Return Shipping \$30

Rent: \$1960

Equipment must be postmarked on the next business day (M-F) following the
Lease Term. If not, rent will
be charged daily until postmark.

LESSEE:

Name of Lessee _Scottsbluff Recreation
Department_____
Authorized Representative __Triniti
Burgner_____
Address ___2525 Circle
Drive_____
City Scottsbluff_____ State_NE____ Zip_69361_____
Phone (_308_)632-0059_____
Email
_tburgner@scottsbluff.org_____

Shipping Address If Different Than Above

City _____ State_____ Zip_____ Phone
(_____)_____

LESSOR:

BLANK EXTREME ENTERTAINMENT LLC

809 Hylton Road Suite 13, Pennsauken, New Jersey 08110
Phone: (800) 439-2939 Fax: (888) 327-5670

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