

City of Scottsbluff, Nebraska

Monday, April 18, 2016

Regular Meeting

Item Public Inp2

Council to consider a Community Festival permit from the Scottsbluff Firefighter's Local 1454 for a Circus on May 28 and May 29, 2016 at 820 Ave. B, Scottsbluff.

Staff Contact: Parrish Abel

**APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

1. SCOTTSDUFF FIREFIGHTER'S LOCAL 1454
(name of sponsoring organization)

P.O. Box 215 SCOTTSDUFF NE
(street) (city) (state) (telephone number)

JARRISH ABEL (308) 641-4328
(chairperson responsible for event) (day telephone number)

2. _____
(name of co-sponsoring organization)

(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. **Event Information**

CARSON & BARNES CIRCUS
(name of event)

MAY 28 & 29, 2016 2PM & 5PM BOTH DAYS
(date(s) of event) (time(s) of event)

820 AVE. B SCOTTSDUFF, NE
(location of event)

4. **Activity Information**

Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages*, etc.)

THERE WILL BE A CIRCUS TENT, A PETTING
ZOO AND ELEPHANT RIDE. LOUDSPEAKERS WILL
BE IN THE TENT.

*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

5. **Street Closure**

Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**

7. **Carnivals - If event includes a carnival, the next sheet should be completed.**

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes ✓ No _____

Community Festival/Business Promotion

\$200,000 for one person
\$500,000 for any one accident
\$ 50,000 for injuries to property

Street Carnival

\$ 800,000 for one person
\$2,000,000 for any one accident
\$ 200,000 for injuries to property

9. Have you provided either a \$2,500.00 cash deposit or surety bond for clean up. (This will be returned after it is determined that no repairs or clean up is required by City).

Yes _____ No N/A

not on city property

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

Dated: MAR. 18, 16

Signed:

SCOTTSBLUFF FIREFIGHTERS
(name of sponsoring organization)


(signature of authorized representative of
sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of
co-sponsoring organization)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 85 N.E. Loop 410, Suite 600 San Antonio, TX 78216 210-341-1321 800-235-8774	CONTACT NAME: _____ PHONE (A/C, No, Ex): _____ E-MAIL: _____ ADDRESS: _____	FAX (A/C, No): _____
	INSURER(S) AFFORDING COVERAGE INSURER A: T.H.E. Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED Miller Equipment Company, Inc. dba: Carson & Barnes Circus Company, Inc. P.O. Box J Hugo, OK 74743	NAIC # 12866	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR		CPP0101763-05	07/18/2015	07/18/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X NON-OWNED AUTOS PERMITS		CPP0101763-05	07/18/2015	07/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB X X EXCESS LIAB CLAIMS-MADE DED RETENTION \$		ELP0010427-05	07/18/2015	07/18/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY OF THE NAMED INSURED ONLY:

Scottsbluff Firefighters Local 1454 and Panhandle Coop are named additional insured
Dates: May 28-29, 2016
Location: Panhandle Coop 820 Ave B Scottsbluff, NE 69361

CERTIFICATE HOLDER**CANCELLATION**

Scottsbluff Firefighters Local 1454 PO Box 210 Scottsbluff, NE 69363	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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P.O. Box J
Hugo, OK 74743
Ph: 580-326-2233 Fax: 580-326-7466

Sponsor Agreement –Contract

This Agreement is entered into this 13 Day of JANUARY 2016, by and between Carson & Barnes Circus hereinafter referred to as the CIRCUS, and Scottsbluff Firefighters hereinafter referred to as the Sponsor. Whereas the Sponsor hereby contracts with the CIRCUS, to host the appearance of a BIG TOP CIRCUS, designed for family entertainment in the city of Scottsbluff, NE on the show grounds known as PANHANDLE COOP with the physical address of 820 AVE. B with performances at: 2:00 & 5:00 PM Each Day on Saturday-Sunday, May 28-29, 2016.

(1) CIRCUS agrees to furnish at no cost to SPONSOR:

- Performers, music, animals, show manager, all other personnel, tents and seating, costumes, props, sound, bathrooms and lighting for the presentation of the CIRCUS.
- 1000 Adult Tickets, 500 Children Tickets and 500 Free Children Tickets (Limited one per paid Adult) ... *If warranted additional tickets may be requested.*
- A Certificate of Public Liability & Property Damage in the amount of ONE million dollars naming additional insured, the Sponsor and property owner.
- Assistance from our marketing team to help advertise the event and provide services as judged advisable, such as the development of newspaper, radio, social media and outdoor advertising (ads/commercials/press releases). Circus assures they will match the advertising dollars spent by the sponsor, up to \$750.
- Special promotion and marketing support. Circus reserves the right to distribute complimentary tickets/coupons to aid in marketing publicity.
- 100 posters for Sponsor's use and comprehensive bill-posting and promotional coupon distribution in surrounding area.
- Obtain permission from local elementary schools to allow flyers to be distributed in the schools.

(2) SPONSOR agrees to furnish at no cost to CIRCUS:

- Suitable show grounds (300' X 500') and additional space for parking. Said grounds to be mowed, firm, level, clear of wires and must have an entrance for semi-tractor trailers. Underground lines and cables must be marked. (Underground locates should be done no later than 3 days prior to show date.)
- All local licenses and permits as may be necessary for the performance of the CIRCUS.
- 1000 gallons of potable water from a water hydrant for circus's needs
- Dumpsters for trash and animal refuse. (Circus personnel will pick up and bag trash.)
- Assistance in placing PSA' s (public service announcements or press releases) in public media.
- Assistance with advertising and publicity of the Circus in the local available media within surrounding community. Our advertising team will contact you prior to show date to help coordinate advertising to assure that ticket outlets for advanced sales are well known and awareness of performance dates, times and location are identified.
- Assistance with phone promotion. (Advance sale of bulk children tickets to businesses.)

(3) IT IS MUTUALLY AGREED:

- The Price of Admission Shall Be As Follows:
 - ADULTS purchased from Sponsor prior to show date \$12.00
 - ADULTS purchased from Circus at circus gate \$16.00
 - ADULTS purchased in advance online \$14.00
 - CHILDREN (ages 2-11) purchased from Sponsor prior to show date \$6.00
 - CHILDREN (ages 2-11) purchased from Circus at circus gate \$10.00
 - CHILDREN (ages 2-11) purchased in advance online \$8.00
 - CHILDREN (ages 2-11) FREE Promotional Ticket permitted to be given out by Sponsor and Circus which would admit One Free Child with each Adult sold.
- Sponsor shall receive the following percent of gross sales (less applicable tax) of their advance ticket sales and shall be responsible for all tickets supplied to them and for the monies derived from their sale:

TIER ONE

Sponsor agrees and assures they will sell or pay the difference of at least 200 Adult Tickets. When this goal is met the Sponsor will receive 25% (\$600)

TIER TWO

Of the tickets between 201-500 Adult tickets sold the Sponsor will receive 35%

TIER THREE

Of the number of Adult tickets sold above 500 the Sponsor will receive 40%

TIER FOUR

Any Sponsor selling 1000 Adult tickets (per show day) will receive an additional \$500 bonus.

ADDITIONALLY

- The Sponsor shall receive 25% of all Children tickets sold by the Sponsor in advance of the Circus' arrival.
- The Sponsor will receive 10% (less applicable taxes) for all tickets and seating upgrades sold at the Circus box office.
- After the Sponsor sells 200 Adult tickets the Sponsor will receive 20% of the online sales. (Circus bears all cost associated with online sales contract.)
- The Circus will recommend a promoter to work directly with and for the local sponsor. The

promoter will sell bulk children tickets to businesses.

Price will be \$6.00 per Child ages 2-11 years old.

- o The promoter will bundle tickets into an invoice and send to Sponsor for distribution and collection. After the Sponsor collects for these sales the split of the money will be (after applicable taxes): 25% to the Sponsor, 25% to the phone promoter and 50% to the Circus.
- o These tickets are often donated back to the Sponsor organization for use by worthy groups within the community.
- Sponsor shall terminate its advance sale of tickets on the day preceding Circus Day. The settlement procedure for all sold and unsold advance tickets will be held and completed at the Circus Show Road Office at **10:00 a.m. on Circus Day**. The Circus shall not be obligated to honor any advance tickets sold by the Sponsor until such settlement has been made to the satisfaction of the Circus.
- NO tickets are to be sold by the Sponsor on Circus Day.
- The Circus shall have the exclusive rights to the operation of all midway attractions, animal rides and concessions on show grounds and shall retain all revenue from same.
- The Circus shall have no liability to the Sponsor in the event the Circus is prevented from fulfillment of its obligations by reason of accident, riots, civil commotion, government order, act of God or any other cause beyond its control.
- The Sponsor shall not enter into any contract with any other attraction that uses their name in selling tickets, advertising or donations thirty days prior to Circus Day.
- The Circus shall have exclusive control of its performance.
- All advance ticket prices include all applicable state and local sales and amusement taxes. Settlement of all ticket sales will be made after the applicable tax monies have been deducted from the gross sale of tickets. The Circus will make the tax payment to the authorized revenue agencies.
- Sponsor may sell and retain all revenue for 6 advertising banners which will be displayed in the Big Top on circus day and announced at each performance.

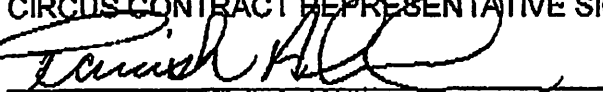
ABSOLUTELY NO VERBAL AGREEMENTS WILL BE RECOGNIZED, ALL ADDENDUMS MUST BE IN WRITING, AND WILL CONSTITUTE PART OF THIS AGREEMENT.

A non-refundable closing fee in the amount of \$495.00 payable to Carson & Barnes Circus must be attached to validate this agreement.

The parties have caused this agreement to be made and executed by their respective authorized agents:


CIRCUS CONTRACT REPRESENTATIVE SIGNATURE

1-13-16
DATE


SPONSOR REPRESENTATIVE SIGNATURE

1-13-16
DATE

Please fax completed contract and copy of validation fee to (580) 326-7466 then mail the originals to: Carson & Barnes Circus, Attention: Summer Bates, PO Box J, Hugo, OK 74743. Contract must be returned within 7 days or contract will be voided.

Circus Contact Information: General Office, 580.326.2233, fax 580.326.7466, email: service@carsonbarnescircus.com

Sponsor Contact Information: OFFICIAL NAME (to be used in advertising, etc)

Organization: SCOTTSLUFF FIREFIGHTERS LOCAL 1454
Address: P.O. Box 215
Street: _____
City, State, Zip: SCOTTSLUFF, NE 69363-0215

MAIN CONTACT: Contact me at: Home Work Both (circle one)

Name: PARRISH ABEL
Work Telephone: () _____ - _____ ext. _____
Cell Telephone: (308) 641 - 4328
Email: phabel - 6566 @ hotmail . Com

Fed-Ex or UPS Address (For SHIPPING/DELIVERY):

1500 A STREET GERING, NE 69341

(Materials will be shipped to this location, please include complete street address, city, state and zip.)

Home or Cell Telephone: (308) 641 - 4328

SECONDARY CONTACT: Contact me at: Home Work Both (circle one)

Name: CHAD HOBBS
Work Telephone: () _____ - _____ ext. _____
Cell Telephone: (308) 225 - 1901
Email: chobbs @ scottsluff . org