

City of Scottsbluff, Nebraska

Monday, August 1, 2016

Regular Meeting

Item Reports1

Council to consider a 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: August 1st, 2016

AGENDA TITLE: Council to approve contract for Harvest Night petting zoo.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: Council to approve contract with Pony Express Petting Zoo for \$1100. City has contracted with this business before and have had no issues with them. This is a budgeted request through our events line item.

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

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

Invoice, Agreement and Waiver

Date of Event: September 30th, 2016

Party Time: 5-9

Planned Attendance:

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

Event Contact: Triniti Burgner 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 107th 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.