

City of Scottsbluff, Nebraska

Monday, June 3, 2019

Regular Meeting

Item Public Inp3

Council to consider and take action on a Community Festival Permit from the Scottsbluff Firefighter's Local 1454 for a Circus on June 8th and 9th at Panhandle Coop; 900 Block of Broadway, 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. SCOTT'S BLUFF FIREFIGHTERS LOCAL 1454
(name of sponsoring organization)
P.O. BOX 215 SCOTT'S BLUFF, NE 630-6231
(street) (city) (state) (telephone number)
PARRISH 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)
JUNE 8 & 9 2019 2PM & 5PM BOTH DAYS
(date(s) of event) (time(s) of event)
900 BLK OF BROADWAY SCOTT'S BLUFF, 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, PETTING ZOO,
ELEPHANT RIDE AND OTHER ITEMS FOR KIDS.
SPEAKERS WILL BE USED IN 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

Street Carnival

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

- \$ 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 ✓

net on City
Property

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

Dated: MAY 25, 2019

Signed:

SCOTT'S BLUFF 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)

Carson & Barnes Circus presents



P.O. Box J
Hugo, OK 74743
Ph: 580-326-2233 Fax: 580-326-7466

Sponsor Agreement – Tier Contract

This Agreement is entered into this 5th Day of October, 2018, 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 PAHANDLE COOP with the physical address of 900 BLOCK BROADWAY with performances at: 2:00 & 5:00 PM (each day) on Saturday June 8, 2019 & Sunday June 9, 2018.

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

- Performers, music, animals, show manager, all other personnel, tents and seating, costumes, props, music, sound, bathrooms and lighting for the presentation of the CIRCUS.
- 500 Adult Tickets, 150 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 newspaper, radio, social media and outdoor advertising. Circus assures they will spend double the advertising dollars spent by the sponsor, up to \$750.
- Special promotion and marketing support. Circus reserves the right to distribute complimentary tickets to aid in obtaining publicity.
- 50 posters for Sponsor's use and comprehensive bill-posting and promotional coupon distribution in surrounding area.
- Obtain permission from local schools/daycares/youth programs to allow distribution of flyers and/or coupons.

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

- Suitable show grounds (300' X 400') 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 available media. (Our advertising team will contact you about 4 weeks prior to show date to help coordinate advertising to assure that ticket outlets for advanced sales are well known by the community.)
- 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:*
 - o **ADULTS purchased from Sponsor prior to show date \$14.00**
 - o **ADULTS purchased from Circus at circus gate \$20.00**
 - o **ADULTS purchased in advance online \$18.00**
 - o **CHILDREN (ages 2-11) purchased from Sponsor prior to show date \$6.00**
 - o **CHILDREN (ages 2-11) purchased from Circus at circus gate \$12.00**
 - o **CHILDREN (ages 2-11) purchased in advance online \$8.00**
 - o **CHILDREN (ages 2-11) FREE Promotional Ticket permitted to be given out by Sponsor 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%

TIER TWO:

Of the number of Adult tickets sold above 500, 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 750 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 sold and seating upgrades sold at the Circus Box Office.
- After the Sponsor sells 200 Adult tickets the Sponsor will receive **20%** of online sales.

- 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.
 - 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.
 - 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 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.
- 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, or any other cause beyond its control.

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 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:

John Albert
CIRCUS CONTRACT
REPRESENTATIVE SIGNATURE

OCT 16 2018
DATE

[Signature]
SPONSOR
REPRESENTATIVE SIGNATURE

OCT. 16, 18
DATE

Please fax completed contract to (580) 326-7466 then mail the originals to: Carson & Barnes Circus, Attention: Booking Department, PO Box J, Hugo, OK 74743.

Contract must be returned within 7 days or contract will be voided.

☐ New Host

☒ Repeat Host

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: SCOTT'S BLUFF FIREFIGHTERS U454

Address (Street, City, State, Zip):

P.O. BOX 215

SCOTT'S BLUFF, NE 69363-0215

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

Name: PARRISH ABEL

Work Telephone: (308) 641 - 4328 ext. _____

Email: phabel-6566@hotmail.com

Fed-Ex or UPS Address :

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 RYAN FELTES

Work Telephone: (308) 631 - 1381 ext. _____

Email: rfeltes@scottsbuff.org

Home or Cell Telephone: (308) 631 - 1381



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2019

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 have ADDITIONAL INSURED provisions or 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. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Stephanie Moore		
	PHONE (A/C No. Ext): 727-547-3121 FAX (A/C No.):		
	E-MAIL ADDRESS: smoores@alliedspecialty.com		
INSURED Miller Equipment Company, Inc. dba: Carson & Barnes Circus Company, Inc. P.O. Box J Hugo, OK 74743	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	CPP0101763-08	07/18/2018	07/18/2019	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 \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0101763-08	07/18/2018	07/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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: Panhandle Coop

DESCRIPTION OF OPERATIONS/LOCATIONS: Big Top Circus
DATE: 6/8/2019-6/9/2019
LOCATION: Panhandle Coop, 900 Block Broadway

CERTIFICATE HOLDER Scottsbluff Firefighters Local 1454 P.O. Box 215 Scottsbluff, NE 69363-0215	CANCELLATION 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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ACORD 25 (2016/03)

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