

RESOLUTION NO. 2021-21

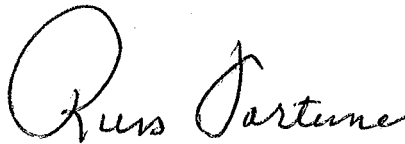
**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH CIRCUS KAPUT, LLC, FOR FACE PAINTING AND
FAMILY ENTERTAINMENT FOR THE TWIN OAKS FAMILY FUN DAY ON
OCTOBER 2, 2021.**

**BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS,
MISSOURI, AS FOLLOWS:**

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein, with Circus Kaput, LLC, for services relating to face painting and family entertainment, to be provided on October 2, 2021, at the Twin Oaks Family Fun Day in Twin Oaks Park for a total cost of \$742.50 and under the terms set forth in Exhibit 1.

Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 21st DAY OF JULY 2021, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk/Administrator

Twin Oaks, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, by and between the **City of Twin Oaks, Missouri**, a municipal corporation hereinafter referred to as the "City," and **Circus Kaput, LLC**, hereinafter referred to as "Contractor," with a mailing address of 633 Shadowridge Dr., Wildwood, MO 63011.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for entertainment services for the Twin Oaks Family Fun Day on Saturday, October 2, 2021 from 1:00 p.m. until 5:00 p.m. in Twin Oaks Park (the "Proposal"), and the City wishes to engage the Contractor as provider of those services to the City, in accordance with the terms of this Agreement;

WITNESSETH: That the parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Event of City: *Family Fun Day entertainment*.

Except as expressly specified herein, Contractor hereby agrees to provide all of the talent, supplies, supervision, labor, skill, materials, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the services which are generally described as face painting, juggling, carnival games, and family entertainment for the Twin Oaks Family Fun Day on October 2, 2021, and are more particularly described in the attached **Exhibit A**.

The above-referenced services for the performance (hereinafter referred to as the "Services") shall be provided by the Contractor in accordance with all the provisions of the attached **Twin Oaks General Conditions** which are incorporated herein by reference, and the terms of the General Conditions shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment to this Agreement.

II. COMPENSATION

The City hereby agrees to pay the Contractor an amount not to exceed \$742.50 for the Services as set forth in the Proposal as full compensation for the complete and satisfactory performance of the Services.

III. TIME AND MANNER OF PAYMENTS

Payment of the \$742.50 fee for the Services shall be made by City in two (2) equal payments of \$371.25; the first of which shall be paid upon full execution of this Agreement and the second upon completion of the Services on the day of the event.

IV. CONTRACT SCHEDULE

Time is of the essence. The Contractor will be set up and ready to perform by 1:00 p.m. on Saturday, October 2, 2021 at Twin Oaks Park, located at 1 Twin Oaks Ct., Twin Oaks, MO 63021. If weather conditions result in a cancellation of the Family Fun Day event, or the City cancels Family Fun Day due to public health risks caused by the COVID-19 pandemic or in response to a public health order issued by St. Louis County, the Parties shall come to a mutually agreeable date that is within one year of October 2, 2021 to reschedule.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

CIRCUS KAPUT, LLC

By _____

Title _____

DATED: _____

CITY OF TWIN OAKS

By _____

Title _____

DATED: _____

ATTEST: _____

City Clerk

GENERAL CONDITIONS
CITY OF TWIN OAKS, MISSOURI
CONTRACTOR SERVICES AGREEMENT

Independent Contractor. The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. Specifically, Contractor shall comply with the following state law requirement:

- *Proof of Lawful Presence.* Section 208.009 RSMo., requires that all applicants *at the time of application* for any contract provided by a local government provide "affirmative proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States." Contractor's affirmative proof must be established through (i) a Missouri driver's license, (ii) any "documentary evidence recognized by the department of revenue when processing an application for a driver's license," or (iii) "any document issued by the federal government that confirms an alien's lawful presence in the United States." §208.009.3.

Subcontracts. The Contractor shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Contractor's breach of the Contract or out of services and operations performed hereunder by the Contractor, including the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts as acceptable to the City. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Other Contractors. The City reserves the right to employ other Contractors in connection with the Services.

Proposals. If the City issued a written request for proposals in connection with the Services or orally asked for a proposal, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the terms of the Contractor's proposal and the executed Contractor/Services Contract (including these General Conditions) or the City's request for proposal, the requirements of the City's request for proposal and this executed Contractor/Professional Services Contract shall control and supersede the Contractor's proposal unless a change thereto is specifically stated in this Contract.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Services.

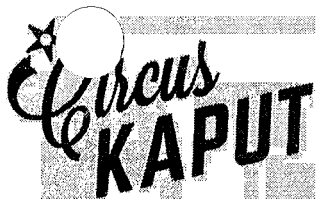
Personnel. The Services shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Services without the express written approval of the City.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Other Special Provisions. There are no additional special provisions set forth Contractor Services Agreement.

EXHIBIT A
Proposal



Circus Kaput

633 Shadowridge Drive Wildwood MO 63011
314-803-2503 josh@circuskaput.com www.circuskaput.com

CONTRACT/INVOICE

As of 07/09/2021

Circus Kaput is certifying the following services can be provided as outlined below:

Client/Purchaser: City of Twin Oaks

Primary Contact Name and Cell: Mary Lou Knox 314-223-0375

Secondary Contact Name and Cell: Theresa Gonzalez

Circus Kaput Point Of Contact For Event(s): Josh Routh 314-803-2503

Event: Twin Oaks Family Fun Day

Audience: All ages

Location: #1 Twin Oaks Ct., Twin Oaks Missouri 63088

Location Notes: Twin Oaks Park

Service(s): 2 Face Painters 1pm-4pm, 1 Strolling Multi Skilled Entertainer (Juggling, Magic, Stilts) 1pm-4pm, 10 Carnival games with 800 prizes 1pm-5pm

Service Day / Date: Saturday October 2, 2021

Service Time: 1pm-5pm --- (Talent will arrive at least 15 minutes before performance)

Event Notes:

Inside or Outside: Outside

Parking Info: Street

Client to Provide:

Please do not put the stationary artists next to trash cans, at picnic tables, or in direct harsh sun.

PAYMENT DETAILS - The signed contract must be received by Circus Kaput to guarantee service.

Total Fee: \$ 742.50

Signed contract and deposit or full payment locks in your date. Deposit of one half is required for fees over \$500 +, advance full payment is required for fees \$500 and under or if the event is booked with less than 14 days before event date. Deposits and pre-payments are nonrefundable. Dates are booked on a first-come, first-served basis.

Deposit: \$ 371.25 (due with signed contract) TO SECURELY PAY THIS AMOUNT [CLICK HERE](#) -

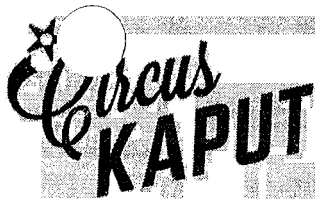
Balance: \$ 371.25 (due at event)

PLEASE NOTE: Circus Kaput accepts credit cards on all transactions. Contract reflects CASH PRICE. For credit card purchases above \$1,000 actual total may be 3% more to reflect credit price.

DEFINITIONS

"Talent" refers to any independent contractor retained by Circus Kaput for the benefit of Client.

"Client" refers to the principals, agents, directors, shareholders, officers and affiliated entities of the individual or entity listed herein as Client.

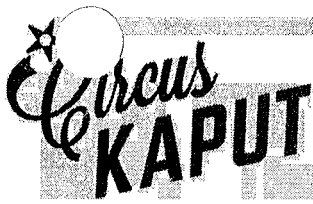


Circus Kaput

633 Shadowridge Drive Wildwood MO 63011

314-803-2503 josh@circuskaput.com www.circuskaput.com

"Circus Kaput" refers only to Circus Kaput, LLC and expressly excludes its past, current and future owners, partners, officers, directors, shareholders, affiliated entities, talent, and lenders.



Circus Kaput

633 Shadowridge Drive Wildwood MO 63011
314-803-2503 josh@circuskaput.com www.circuskaput.com

PERFORMANCE TIMES

Starting Late: If Client asks Talent to start later than the contracted time - they are authorized to accommodate the request. However, they may, at their sole discretion, still need to be finished at the same time contracted. Such a truncated performance may affect the quality of the performance.

Ending Late: At the sole discretion of Talent, when requested by Client, Talent may end their performance after the contracted end time with an additional prorated fee (rounded up in increments of 15-minutes, based on total performance fee before any discounts or credits) paid in advance of the request and before any additional performance begins. Talent may not perform after the contracted end time without payment in full for their additional time. All payments must be made payable to Circus Kaput and Circus Kaput must be informed of this additional payment immediately. In this occurrence, please call 314-803-2503 to make a credit card payment.

Talent MAY need access to the performance area at least 30-minutes prior to performance time & 20-minutes after performance time. In the case of a large set up, that time increases. If another group is in the performance area prior to Talent's performance, the other group's ending time may affect Talent's starting time but not their ending time

VIDEO/PHOTOGRAPHY

Feel free to videotape / photograph the performance. However, before any public use (including on YouTube and other online video services) of the video, please obtain the written consent of Circus Kaput. Feel free to take as many still photos as you wish and share them with Circus Kaput.

PAYMENT TERMS

All fees must be made payable to Circus Kaput. Talent should never be listed as a payee (unless the payment is meant exclusively as a tip for Talent).

A 50% deposit is required for ALL bookings over \$500, unless otherwise negotiated. Events \$500 and under must be paid in full at signing of contract. Receipt of signed contract and deposit, or full payment for total \$500 and under, locks in your entertainment.

If the deposit or full payment is not paid in a timely manner, Circus Kaput reserves the right to cancel all or part of this Agreement, all or some Talent, and open the date and time for other events and Clients.

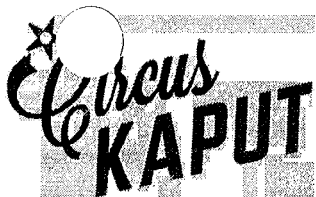
The balance of your payment is due immediately upon completion of contracted services. Please present the payment to the Onsite Circus Kaput Point of Contact For Event. Any unpaid balance after the performance date is subject to interest in the amount of 12% per annum and begins accruing the day after the event.

If you enjoy our Talent, please feel free to reward them with gratuity. However, please know that tipping is not required in order to receive the most friendly, timely, & helpful service in the industry & is never "expected" (But always warmly appreciated!).

CANCELLATION POLICY

Client's deposit or prepayment guarantees that Circus Kaput will reserve the contracted Talent for the date and time specified in this Agreement. If Client cancels Talent or event for any reason or no reason, or otherwise breaches this Agreement in any way, Client expressly forfeits the entire deposit. Cancellation of the event is a full breach of this Agreement. If Client cancels or breaches within 48-hours of contracted performance time, Client expressly guarantees full payment of the Agreement within 30-days of the event. Any unpaid balance received after 30-days is subject to interest in the amount of 12% per annum and begins accruing the day after the event. As a courtesy to Client, if Client cancels or breaches before 48-hours of the contracted start date and time, a credit in the amount already paid to Circus Kaput will be applied to Client's account to be used at an event anytime within 6-months of the contracted event date. Credited event must be within 6-months of the cancelled event and specific Talent cannot be guaranteed for rescheduled event. All credited funds not used within 6-months become the sole property of Circus Kaput. Cancellation or breach within 48-hours is not eligible for a credit.

If Circus Kaput cancels or breaches this contract at any time for any reason or no reason, Client is entitled to a refund in the amount relative to the cancellation or breach. Circus Kaput reserves the right to substitute any performer at any time at its sole discretion without the substitution being considered a breach of this contract in whole or in part.



Circus Kaput
633 Shadowridge Drive Wildwood MO 63011
314-803-2503 josh@circuskaput.com www.circuskaput.com

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Client and Circus Kaput. It supersedes all prior or contemporaneous communications, representations or agreements, either oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The captions in this Agreement are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

SEVERABILITY

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Missouri, such invalidation should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

AUTHORIZATIONS

The undersigned have read this entire Agreement and understand its content. We have had an opportunity to seek the advice of a qualified attorney and with full authority and cognizance, accept and agree to all of the terms set forth herein.

Authorized Agent of Client: _____
(signature/authorization)

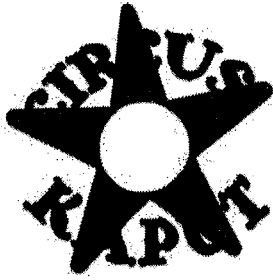
(printed name) Date: _____

Josh Routh

Authorized Agent of Circus Kaput: _____
(signature/authorization)

JOSHUA ROUTH
(printed name) Date: 07 / 12 / 2021

Please sign and date this Agreement and return it to Circus Kaput along with your deposit for the event. Thank you for your business. We look forward to helping you create an event your guests will remember forever. If you have any questions, please do not hesitate to call us.



Circus Kaput LLC
633 Shadowridge Dr.
Wildwood, MO 63011
(314) 803-5180
ginger@circuskaput.com
<http://www.circuskaput.com>

INVOICE

BILL TO
City of Twin Oaks

INVOICE # 5318
DATE 07/12/2021
DUE DATE 07/12/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/02/2021	Deposit 50% deposit due	1	742.50	742.50

BALANCE DUE

\$742.50

Client/Purchaser: City of Twin Oaks

Primary Contact Name and Cell: Mary Lou Knox 314-223-0375

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