

RESOLUTION NO. 2023-15

**A RESOLUTION OF THE TWIN OAKS BOARD OF ALDERMEN APPROVING
AN AGREEMENT WITH GAME WORLD EVENT SERVICES LLC FOR
AMUSEMENT DEVICES AND INFLATABLE ACTIVITIES AT TWIN OAKS
FAMILY FUN DAY, SEPTEMBER 23, 2023.**

**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, on behalf of Twin Oaks with Game World Event Services LLC, for the rental and operation of a Bounce/Slide Combo inflatable, Dunk Tank, Obstacle Course inflatable, Cotton Candy machine, Crazy Fun Foam machine and three (3) generators, which includes equipment use, supervision and related services, to be provided for a four (4) hour period on September 23, 2023 at the Twin Oaks Family Fun Day event in Twin Oaks Park for a total price of \$3,797.00 pursuant to the terms set forth in the Agreement.

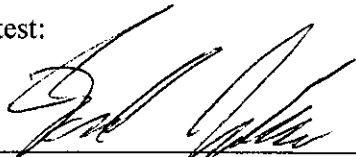
Section 2. This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

THIS RESOLUTION WAS PASSED AND APPROVED THE 16th DAY OF AUGUST 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI.



Russ Fortune, Mayor

Attest:



Frank Johnson, City Clerk/Administrator

Exhibit 1

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 **Game World Event Services LLC**, a Missouri corporation, hereinafter referred to as "Contractor," with a business mailing address of 1866 Summitview Drive, St. Charles MO 63303.

WHEREAS, the Contractor provided the City with the proposal, attached hereto as **Exhibit A** and incorporated herein by reference, for services regarding the provision and operation of amusement devices and inflatables on Saturday, September 23, 2023 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: *The 2023 Twin Oaks Family Fun Day*.

Except as expressly specified herein, Contractor hereby agrees to provide the expertise, equipment, operation, supervision, labor, skill, materials, and apparatus to provide all the services and do all the things necessary for use and operation of a Bounce/Slide Combo inflatable, Dunk Tank, Obstacle Course inflatable, Cotton Candy machine, Crazy Fun Foam machine and three (3) generators at Family Fun Day in Twin Oaks Park, as discussed further in the attached **Exhibit A**.

The above-referenced services for the amusement devices and inflatables (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

Upon completion of the Services to the satisfaction of the City, and within thirty days (30) days of final written invoice by the Contractor, the City hereby agrees to pay the Contractor an amount not to exceed \$3,797.00 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 \$3,797.00 fee for the Services shall be made by City in two (2) payments of \$949.25 and \$2,847.75; the first payment of \$949.25 shall be paid upon full execution of this Agreement and the second payment of \$2,847.75 three days prior to the event. All invoices complete with necessary support documentation shall be submitted to the City.

IV. CONTRACT SCHEDULE

Time is of the essence. The inflatables will be set up by 11:30 a.m. on September 23, 2023, for inspection with operation to begin at 1 p.m. and taken down promptly at 5 p.m. If weather conditions result in a cancellation

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, including costs and attorneys' fees, 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. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's Services, as determined by the City, shall be named as additional insured and the applicable insurer shall owe the City a duty of defense on all insurance policies required hereunder. The Contractor shall provide an Additional Insured Endorsement to the City that shall be approved by the City prior to commencement of any Services.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing prior to the change in the Services or terms being performed. The Contractor shall make any and all changes in the Services without invalidating this Contract when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Services. **No Services or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Services performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such

reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

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.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

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.

Event Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

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**



Contract For Services

CLIENT

CITY OF TWIN OAKS

REVISED 8-7-2023

DATE/TIMES

SATURDAY, SEPTEMBER 23, 2023
1:00 PM – 5:00 PM

LOCATION

1381 BIG BEND ROAD
BALLWIN, MO 63021
~~TO BE SET UP BEHIND CHURCH, IN THE PARK~~

DELIVERY/SET/STRIKE TIMES

ST LOUIS COUNTY INSPECTION BETWEEN 11:00 AND 11:30 AM
STRIKE IMMEDIATELY AFTER

ACTIVITY & PRICES

BOUNCE/SLIDE COMBO	\$ 550.00
DUNK TANK	\$ 450.00
3 GENERATOR	\$ 450.00
OBSTACLE COURSE	\$ 850.00
COTTON CANDY MACHINE W/3 CANDY FLOSS & PAPER CONES for approx. 150-200 people (NO STAFF INCLUDED)	\$ 170.00
CRAZY FUN FOAM (2 HOURS) 3-5 PM (must have a water source 50' and a 3 prong outlet within 100')	\$ 650.00

INSPECTION FEE

\$ 227.00

DELIVERY

\$ 450.00

CLIENT RESPONSIBILITIES

CLIENT TO PROVIDE WATER SOURCE WITH IN 50' FOR THE
FOAM ALONG WITH A 3 PRONG OUTLET

COUNTY INSPECTION

IF AN INSPECTION IS REQUIRED AND YOUR EVENT GETS CANCELLED,
YOU MUST NOTIFY GW AT LEAST 4 HOURS BEFORE THE INSPECTION TIME ON THE DAY OF THE EVENT OR IF YOUR
EVENT IS ON A WEEKEND, YOU MUST NOTIFY GW ON THE FRIDAY BEFORE THE WEEKEND EVENT BY 1:00 PM:

~~BY NON-REFUNDABLE, PER THE COUNTY NOTICE~~

GW EVENTS CONTACT

SHERRYE BOND 618-795-9600 (skyeesp@aol.com)

CLIENT CONTACT

PATRICA DRIES 636-225-7873 (PDRIES@cityoftwinoaks.com)

WILL NEED CELL# & NAME FOR THE PERSON IN CHARGE DAY OF EVENT

PAYMENT TERMS

25% DEPOSIT DUE ON ACCEPTANCE OF CONTRACT.
~~BALANCE DUE 3 DAYS PRIOR TO DELIVERY~~

TOTAL PRICE

\$ 3797.00

Sherrye Bond

Sherrye Bond 8-3-2023
GAME WORLD EVENT SERVICES

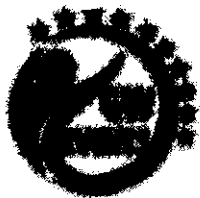
CITY OF TWIN OAKS

*PLEASE SIGN AND RETURN: ~~YOUR DATE IS NOT SECURE WITH OUT A SIGNED CONTRACT~~

**MAKE CHECKS PAYABLE TO "GAME WORLD EVENT SERVICES"

1866 SUMMITVIEW DRIVE * ST. CHARLES, MO 63303
OFFICE: 636-724-8800 FAX: 636-764-0569
GWEVENTSERVICES.COM

**** Gratuities are not included in price. Gratuities are voluntary and at your discretion.**



TERMS & CONDITIONS

THIS CONTRACT IS MADE AND ENTERED INTO BY AND BETWEEN GAME WORLD EVENT SERVICES, LLC, HEREAFTER KNOWN AS LESSOR, AND CITY OF TWIN OAKS, HEREAFTER KNOWN AS LESSEE.

SITE/ELECTRICAL REQUIREMENTS

THE LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS TO HAVE THE EVENT SITE AVAILABLE AT THE SPECIFIED DELIVERY TIME FOR THE LESSOR'S EQUIPMENT, AND THE LESSEE WILL MAKE LESSOR AWARE OF UNDERGROUND LINES OR IRRIGATION SYSTEMS IF APPLICABLE. THE LESSEE IS RESPONSIBLE FOR PROVIDING APPROPRIATE ELECTRICAL POWER UNLESS OTHERWISE NOTED ON THE AGREEMENT. ALL ITEMS REQUIRING ELECTRICAL POWER MUST BE POSITIONED WITHIN 100 FEET OF THE POWER SOURCE.

WEATHER POLICY

GW EVENTS RESERVES THE RIGHT NOT TO PERFORM OUTDOOR ENGAGEMENTS WHEN, IN GW EVENTS' JUDGEMENT, WEATHER CONDITIONS WOULD BE DETRIMENTAL TO GW EVENTS' EQUIPMENT OR TO THE SAFETY OF THE EQUIPMENT OR THE GUEST. AN INDOOR BACK-UP LOCATION IS ENCOURAGED IF POSSIBLE. IN THE EVENT A CLIENT DECIDES TO PROCEED WITH THE EVENT AFTER BEING ADVISED ABOUT INCLEMENT WEATHER, CLIENT IS RESPONSIBLE FOR PAYING IN FULL AS WELL AS PAYING 20% OF ORIGINAL AMOUNT PER ITEM, AS A CLEAN-UP FEE.

CANCELLATION/POSTPONEMENT

IF AN EVENT IS CANCELLED OR POSTPONED, 100% OF THE DEPOSIT, LESS ANY DELIVERY AND PRODUCTION EXPENSES INCURRED FOR THE EVENT, WILL BE CREDITED TO A FUTURE EVENT IF RESCHEDULED WITHIN TWELVE MONTHS OF THE ORIGINAL EVENT DATE: THE RESCHEDULED DATE MUST BE AGREED UPON BY BOTH PARTIES. THE DEPOSIT WILL BE FORFEITED IF THE EVENT HAS NOT BEEN RESCHEDULED WITHIN THE TWELVE-MONTH PERIOD. IF ANY EQUIPMENT HAS BEEN OFFLOADED FROM GW EVENTS' DELIVERY VEHICLE TO THE EVENT SITE, AND THE EVENT IS CANCELLED, THE REMAINING CONTRACT AMOUNT SHALL BE DUE AND PAYABLE.

SPECIAL PROVISIONS

IN THE EVENT OF EARLY START OR EXTENDING EVENT TIMES OUTSIDE OF TIMES CONTRACTED, GW EVENTS REQUIRES 10% (PER HALF HOUR) ADDITIONAL FEE ON ALL ACTIVITIES AND OR STAFF INVOLVED. IF EARLY SETUP IS NECESSARY, A FEE WILL BE CHARGED FOR EACH HOUR PRIOR TO THE NORMAL SET TIME. GAME WORLD RESERVES THE RIGHT TO SUBSTITUTE ITEMS IF NEEDED DUE TO CIRCUMSTANCES BEYOND OUR CONTROL WITH ITEMS OF EQUAL OR GREATER VALUE.

ASSUMPTION OF RISKS/LIABILITY LIABILITY RELEASE

THE CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE ACTIVITY/ACTIVITIES TO BE ENGAGED IN THROUGH THE RENTAL OF INTERACTIVE AMUSEMENT GAMES AND/OR OTHER AMUSEMENT EQUIPMENT BRINGS WITH IT BOTH KNOWN AND UNANTICIPATED RISKS TO ITS GUESTS, ITS INVITEES AND ITSELF. THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO FALLING, SLIPPING, CRASHING, AND COLLIDING WHICH COULD RESULT IN INJURY, ILLNESS, DISEASE, EMOTIONAL DISTRESS, DEATH, AND/OR PROPERTY DAMAGE TO THE CLIENT, ITS GUESTS AND INVITEES. GAME WORLD EVENT SERVICES, LLC CARRIES COMMERCIAL GENERAL LIABILITY INSURANCE PROTECTING ITS OWN OPERATION. CLIENT ASSUMES ALL RISKS FROM THE ACTIVITY. THE CLIENT VOLUNTARILY RELEASES, INDEMNIFIES AND AGREES TO HOLD HARMLESS AND DISCHARGE GAME WORLD EVENT SERVICES AND ITS REPRESENTATIVES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS ACTION OR RIGHTS OF ACTIONS, INCLUDING ATTORNEY'S FEES TO DEFEND, WHETHER PERSONAL TO ITSELF OR TO A THIRD PARTY WHICH ARE RELATED TO, ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE RENTAL OF THE INTERACTIVE AMUSEMENT OR THE ACTIVITY TO BE ENGAGED IN RELATED THERETO, UNLESS GAME WORLD EVENT SERVICES, LLC HAS BEEN PROVEN TO BE NEGLIGENT. IN THE EVENT OF A DISPUTE REGARDING, ARISING OUT OF, OR IN CONNECTION WITH THE BREACH, ENFORCEMENT, OR INTERPRETATION OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY APPEALS, FEDERAL BANKRUPTCY PROCEEDINGS, RECEIVERSHIP OR INSOLVENCY PROCEEDINGS, REORGANIZATION, OR OTHER PROCEEDINGS, THE LESSOR SHALL BE ENTITLED TO RECOVER FROM THE CLIENT ITS REASONABLE ATTORNEY'S FEES AND COURT COSTS, INCURRED IN CONNECTION THEREWITH, INCLUDING APPEALS, AS DETERMINED BY THE COURT IN SUCH ACTION OR SUIT.

PAYMENT

A 25% NON-REFUNDABLE DEPOSIT SHALL BE DELIVERED TO GAME WORLD EVENT SERVICES, LLC UPON SIGNING OF THIS CONTRACT, UNLESS OTHER PAYMENT ARRANGEMENTS HAVE BEEN OUTLINED. THE BALANCE OF THE CONTRACT IS DUE UPON DELIVERY OF EQUIPMENT (OR PRIOR TO THE EVENT DATE). PAYMENT CAN BE MADE BY CASH, CHECK OR CREDIT CARD. IF CLIENT CHOOSES TO PAY BY CREDIT CARD, A 3% FEE WILL BE ADDED TO EACH TRANSACTION.

SIGNATURE

DATE