

**BUSINESS OF THE CITY COUNCIL
WINDSOR HEIGHTS, IOWA
AGENDA STATEMENT**


Item No. 11
For Meeting of 12/07/09

ITEM TITLE: Consideration of Resolution Authorizing Execution of Agreement with Gee Willie Entertainment for 4th of July inflatables

CONTACT PERSON(S): Marketa George Oliver, City Administrator

SUMMARY EXPLANATION

Attached is a resolution and proposal for the 4th of July inflatables from Gee Willie Entertainment. The company will provide inflatables and staffing for them for an amount not to exceed \$8,000. Also, this contract includes staffing in the quoted price. Previously, staffing was billed after the event had taken place.

<input checked="" type="checkbox"/> Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____
Funding Source _____
APPROVED FOR SUBMITTAL _____ <div style="text-align: right; margin-top: 10px;"> City Administrator</div>

STAFF RECOMMENDATION: By motion and roll call vote, approve the resolution authorizing the execution of the proposal with Gee Willie Entertainment.

COUNCIL ACTION:

RESOLUTION NO. 09-1207/

**A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH GEE
WILLIE ENTERTAINMENT SERVICE FOR 4TH OF JULY INFLATABLES**

WHEREAS, the City of Windsor Heights desires to have inflatables for its 4th of July celebration; and

WHEREAS, the City has maintained an exceptional 4th of July celebration for several years; and

WHEREAS, Gee Willie Entertainment has provided an agreement for the City at a reasonable cost; and

WHEREAS, inflatables will be provided for events on the July 4th, 2010; and

WHEREAS, Gee Willie Entertainment Service agreed to provide said services for an amount of \$8,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Windsor Heights, Iowa that the City does hereby accept the proposal from Gee Willie Entertainment Service to provide inflatables for the 4th of July in an amount not to exceed \$8,000.

PASSED AND APPROVED THIS 07th DAY OF DECEMBER, 2009.

David J. Sullivan, Mayor

ATTEST:

Marketa George Oliver, City Administrator/Clerk



Monday, November 30, 2009

Dear Josh,

Thank you for booking Gee Willie Entertainment for your upcoming special event. We are looking forward to providing the interactive attractions you desire to help make your event fun and memorable!

In order to ensure that you receive the highest standard of service available, please read through the attached contact **very carefully** and contact us as soon as possible if you have any questions or concerns.

PLEASE NOTE that the following requirements **MUST** be met in order for Gee Willie to confirm your booking:

1. Sign and/or initial the **Entertainment Contract, Special Conditions and Electrical Requirements** pages and return to our offices **WITH YOUR RETAINER** by **December 8th**. If your retainer and signed documents are not received by **December 8th** **YOUR BOOKING WILL NOT BE GUARANTEED**.

By mail: Send signed documents and check to the **Gee Willie Entertainment Office at, P.O. Box 881, Ames, IA 50010**. Please make checks payable to **Gee Willie Entertainment** and remember to allow at least 48 hours for delivery.

By fax: If you choose to pay your retainer by credit card, you may fax back your signed documents **AND** the credit card authorization form to our offices at: **(515).233.6899**.

2. If you are a non-profit organization that is tax exempt you **MUST** include a copy of your current Iowa Sales Tax Exemption Certificate (not just the number) when returning your documents. If we do not have a copy of this certificate **you will be charged all applicable sales tax**.

Please also review the attached **Cancellation Policy** to alleviate future questions or concerns. If you need to be added as an additionally insured, please ask for details.

Sincerely,

A handwritten signature in black ink that reads "William T. Chieves".

William T. Chieves
Owner

510 South 17th Street – Suite 101C • Ames, Iowa 50010
(515) 233-5699 Fax: (515) 233.6899
www.geewillie.com

Purchaser: City of Windsor Heights



Entertainment Contract

This Agreement is made on the **30th** day of **November, 2009** between Gee Willie Entertainment (the "Company") of 1609 Golden Aspen Rd., Suite 102, Ames, IA 50010 and **City of Windsor Heights** (the "Purchaser") whose address is: **1133 66th Street, Windsor Heights, IA 50324**

Contact Person for the Purchaser: **Josh Heggen**

(Work) phone number is: **515-279-3662**

(Direct Dial) phone number is: **515-645-6809**

(Cell) phone number is: **515-351-9830**

(Fax) phone number is: **515-279-3664**

Email: jheggen@windsorheights.org

Date of Event: **Sunday, July 4, 2010**

Hours of Event: **2:00 p.m. – 9:00 p.m.**

Set up time: **11:00 a.m.**

Attraction(s) to be provided: **(Eurobungy, Monkey Mountain, Obstacle Course , Rock Climbing Wall, Kids Bounce, Laser Tag, and Sesame Street Learning Town)**

Full Location Address for Event: **Colby Park,**

Address: **69th & School St. - Windsor Heights , IOWA**

County: **POLK**

Total Performance Fee owed to the Company by the Purchaser is: \$7850.00

RETAINER (Due December 8, 2009): \$4000.00

If signed contract and retainer are not received by the Company from the Purchaser by **December 4, 2009**, this Agreement between the Company and the Purchaser will be considered null and void.

BALANCE (Due June 28, 2010): \$3850.00

If you are tax exempt you **MUST** include a copy of your Iowa Sales Tax Exemption Certificate. If we do not receive this documentation you will, by law, be responsible for the fully taxable amount of the Performance Fee.

This Agreement and the Special Conditions attached hereto constitute the entire Agreement between the Company and the Purchaser. If the Purchaser is found to be in breach of any of the terms set forth in this Agreement, the Purchaser agrees that the Company will retain the total amount of the retainer as liquidated damages and the Purchaser will hold the Company harmless against any further claims. The Company agrees to provide the Purchaser with evidence of liability insurance. The Purchaser must be at least 18 years of age.

Agreed and Accepted:

PRINT NAME

William T. Chieves

GEE WILLIE ENTERTAINMENT

SIGNATURE

SIGNATURE

DATE

November 9, 2009

DATE



Special Conditions

Purchaser MUST INITIAL ALL of the conditions listed below and MUST RETURN ALL pages for this contract to be valid.

- Gee Willie Entertainment will provide ALL professional staffing or supervision for attractions. Initial _____
- Purchaser IS REQUIRED to provide electricity for all attractions as stated on Page 4 of this Contract. **Power MUST be located within 100 feet** of the attraction. Initial _____
- If Purchaser is unable to fulfill the power requirements for operating Gee Willie Entertainment equipment (as stated on Page 4 of this Contract) and Gee Willie Entertainment is required to provide a generator for the Purchaser, Purchaser will be responsible for an additional charge of **\$79.00 for each 5500 watt generator needed (equals two separate circuits)** and **\$230 for each 10,000 generator needed (equals four separate circuits)** and will be invoiced for said amount accordingly. Initial _____
- If the power is lost at the event location, which Purchaser was responsible for providing, Purchaser is NOT entitled to a refund. Gee Willie Entertainment is not responsible for a power loss that is the responsibility of the Purchaser to provide. Initial _____
- Gee Willie Entertainment equipment **MUST** be placed on a FLAT SURFACE in order to be fully operational. **UNDER NO CIRCUMSTANCES WHATSOEVER CAN GEE WILLIE ENTERTAINMENT EQUIPMENT BE PLACED ON A GRAVEL OR HEAVILY STONEY SURFACE.** If Gee Willie Entertainment arrives at the event location and is presented with a gravel or heavily stone surface area for placement of equipment, Gee Willie Entertainment staff **WILL NOT** set up equipment. Initial _____
- NO ONE is allowed on any attraction until the designated Event Start Time (as stated on Page 1 of this Contract) and NO ONE is allowed on any piece of equipment if there is not an Operator to supervise the attraction. Initial _____
- **ABSOLUTELY NO** food, beverages, water or Silly String is allowed anywhere IN or NEAR any attraction or other piece of Gee Willie Entertainment equipment AT ANY TIME. If the remains of ANY food, beverage and/or Silly String is found on the attraction(s) before, during or after the event, Purchaser will be responsible for a **Cleaning Fee of \$95.00 per soiled attraction** and will be invoiced for said amount accordingly. Initial _____
- Initial _____
- Gee Willie Entertainment employees and any Volunteers may need AT LEAST a 10 minute break every 3 hours of attraction running time. Breaks will be taken on a rotation schedule (when possible) so that attractions are never inoperable. Under extreme circumstances, Gee Willie Entertainment may need to shut down NO MORE than one attraction at a time in order to provide breaks to Employees and Volunteers in rotation. Initial _____
- Purchaser agrees and understands that individuals with physical disabilities and/or temporary disabilities (i.e. casts, slings, etc.) may not be able to fully participate in the attractions. Purchaser agrees and understands that an interpreter will need to be provided by Purchaser for anyone who may speak a language other than English. Initial _____

Purchaser: City of Windsor Heights



- **IF BALANCE IS NOT PAID IN FULL BY THE DESIGNATED EVENT SET UP TIME (AS STATED ON PAGE 1 OF THIS CONTRACT) GEE WILLIE ENTERTAINMENT STAFF WILL NOT SET UP ATTRACTIONS FOR THE EVENT.**
Initial _____
- **A service fee of \$30 will be charged for all returned checks.**
Initial _____
- If Purchaser needs/wants to be listed as Additionally Insured on the Gee Willie Entertainment insurance policy, please ask us for more information.
Initial _____



Electrical Requirements

All attractions must be within **100 - 150 feet of the power source**. Please be prepared to guide Gee Willie Entertainment staff to the locations of all power sources upon arrival and ensure that all electrical requirements have been met in advance.

All attractions must be located on a flat surface. Games CANNOT be placed on a gravel surface.

The circuit numbers detailed below indicate **each separate circuit** that is needed for the corresponding attraction, not just outlets. Many locations have multiple outlets to one circuit.

Please check with your electrical contact person to assure you have multiple circuits!

Inflatable Name	Floor Space (L x W)	Vertical Space	Circuit # and Type
Euro Bungy (A.K.A. Monkey Motion)	30 x 30	24 feet	2 – 15 amp, 110 volts
Monkey Mountain	47 x 8	22 feet	2 – 15 amp, 110 volts
Obstacle Course	38 X 28	19 feet	3 – 15 amp, 110 volts
Sesame Street Learning Town	22 X 22	5 feet	1 – 15 amp, 110 volts
Laser Tag	40 X 25	7 feet	2 – 15 amp, 110 volts
Climbing Wall	15 X 35	28 feet	No Electricity Need

Electrical Contact Person that will be On-Site at the Event:

Name: _____ (Cell) Phone #: _____

(Work) Phone #: _____ Email: _____

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ELECTRICAL REQUIREMENTS. Initial _____



EVENT SITE INFORMATION FORM

We want your event to run smoothly and safely, so please complete with as much detail as possible.

NAME OF EVENT: _____

ALL EVENTS:

INDOOR / OUTDOOR (circle)

PARKING LOCATION: _____

ARE PASSES NEEDED FOR PARKING AREA?: _____

LOCATION OF LOADING ENTRANCE: _____

DISTANCE FROM LOADING ENTRANCE TO ATTRACTIONS AREA: _____

ARE THERE OTHER VENDORS USING THIS ENTRANCE? WHAT TIME?: _____

CONTACT PERSON AT EVENT SET-UP TIME (NAME & CELL):

VOLUNTEER COORDINATOR (IF APPLICABLE) (NAME & CELL):

ESTIMATED NUMBER OF EVENT ATTENDEES: _____

AGE RANGE OF ATTENDEES: _____

TYPE OF EVENT: FREE ENTRANCE FEE/TICKETS WRISTBANDS (circle)
OTHER: _____

NUMBER OF CIRCUITS AVAILABLE (**MUST** BE WITHIN 100 – 150 FT. OF WHERE ATTRACTIONS
WILL BE SET UP): _____

TYPE OF OUTLETS (amps): _____

CONTACT PERSON AT EVENT W/ACCESS TO BREAKERS (NAME & CELL):

WILL A LICENSED ELECTRICIAN BE ON-SITE? (NAME & CELL):

ARE THERE OTHER VENDORS USING ELECTRICITY? HOW MANY?: _____

Purchaser: City of Windsor Heights



****Reminder - Mechanical Bull requires its own circuit (if renting)****

IS A BACKUP GENERATOR AVAILABLE?: _____

DO YOU NEED GEE WILLIE TO PROVIDE A GENERATOR FOR YOUR EVENT? (additional cost): Y N

FOOD AVAILABLE FOR GEE WILLIE EMPLOYEES TO PURCHASE? ON-SITE / OFF-SITE (circle)

INDOOR EVENTS ONLY:

IS THE WIDTH OF THE ENTRANCE AREA **AT LEAST** 72" WIDE? _____

IF ENTRANCE AREA IS A DOUBLE DOOR, CAN THE CENTER BAR BE REMOVED? _____

WHO WILL BE ONSITE TO REMOVE THE BAR, IF NECESSARY? _____

IS THE LOADING ENTRANCE A DOCK AREA WITHOUT A RAMP? _____

ARE THERE STAIRS OR AN ELEVATOR NEEDED TO REACH THE EVENT SITE? _____

IF STAIRS, HOW MANY? _____ IF ELEVATOR, WHAT CAPACITY? _____

WHAT TYPE OF FLOOR SURFACE IS THE EVENT SITE AREA? _____

OUTDOOR EVENTS ONLY:

WILL THE ATTRACTIONS BE SET UP ON: GRASS CONCRETE (Please circle)

IS SURFACE AREA FOR ATTRACTIONS FLAT? (**MUST** BE A FLAT, NON-GRAVEL AREA!): Y N

IS THE CLEARANCE AREA FOR TREES AND OVERHEAD POWER LINES **AT LEAST** 24 FEET? Y N

ARE THERE ANY AREAS THAT HAVE THE POTENTIAL FOR STANDING WATER TO OCCUR? Y N

IF YES, WHERE?: _____

ARE THERE SHADED AREAS NEARBY FOR EMPLOYEES DURING BREAKS? Y N

THANK YOU!

Please fax back to Gee Willie Entertainment at: 515.233.6899 as soon as possible.



CANCELLATION POLICY

Your contract represents your commitment to secure the services of Gee Willie Entertainment, based on this your retainer is due at the date specified on the contract and is **none refundable**.

However, In the event you should find it necessary to reschedule or cancel your event we will apply you deposit to a future date if you notify us **15 days** prior to the original scheduled date.

For attractions that we set up outside we understand that weather will be a concern of yours. We can however operate many of our attractions in all conditions with the exception of winds in excess of 40mph or lightning. Should you wish to cancel on the scheduled day of your event as a result of **weather concerns** we will credit your retainer to a future date. However if our operator has **left to come to your event** we will expect payment in full. If you need to contract someone on the day of your event please call, **515-291-3491**, not our office phone, especially on weekend.

Please be advised that we make it a practice to **leave well in advance** of the scheduled starting time so that we can be certain your event goes smoothly. We like to allow extra time to set up, test the equipment and make any adjustments necessary to make your event as successful as possible.

If you have any questions about our cancellation policy please contact William Chieves at 515-233-5699