

Agenda Item: CA-c

Meeting Date: March 13, 2023

Subject: RESOLUTION 23-17, A RESOLUTION APPROVING RENTAL EQUIPMENT AND SERVICES AGREEMENT WITH COLORADO JUMPS, INC- D/B/A AIRBOUND FOR THE DACONO MUSIC AND SPIRITS FESTIVAL

Presenter: Stephanie Lutzinger, Community Relations and Event Coordinator

Background: Resolution 23-17, approves an agreement between the City of Dacono and Colorado Jumps, Inc. d/b/a Airbound for rental of children's entertainment equipment for the Dacono Music and Spirits Festival. The cost of the services is \$7,280.

Recommended Action: Staff recommends approval of Resolution 23-17.

RESOLUTION NO. 23-17

A RESOLUTION APPROVING A CONTRACT WITH COLORADO JUMPS INC- D/B/A AIRBOUND FOR EQUIPMENT RENTAL SERVICES FOR THE DACONO MUSIC AND SPIRITS FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:

Section 1. The proposed agreement between the City and Colorado Jumps Inc- d/b/a Airbound for Equipment Rental Services for the Dacono Music and Spirits Festival is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City, and is further authorized to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 13th day of March, 2023.

CITY OF DACONO, COLORADO

Adam Morehead, Mayor

ATTEST:

Valerie Taylor, City Clerk



AIRBOUND

A Division Of COLORADO JUMPS INC
 Phone: (970) 613-4343
 P.O. Box 273008 - Fort Collins, CO 80527-3008

AIRBOUND EVENT SERVICES CONTRACT

Invoice ID # 245380 | Salesperson: Sydney Bloom | Contract Date: 2/28/2023

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (970) 690-7951

<p>CLIENT INFO:</p> <p>Name: Stephanie Lutzinger Organization: City of Dacono Phone: 303.833.2317 x 133 Email: stephaniel@cityofdacono.com Address: 512 Cherry Street Dacono, 80514</p> <p>EVENT INFO:</p> <p>Event Date: Saturday, August 5, 2023 Event Times: 2:00 PM - 8:00 PM Event Location: Centennial Field Event Address: 123 Forest Avenue Dacono, CO 80514</p> <p>Event Name: Dacono Music and Spirits Festival</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> <p>Primary Event Contact: Val or Stephanie Primary Contact Phone: Primary Contact Email: VTaylor@CityofDacono.com, stephaniel@cityofdacon</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>PACKAGE SUMMARY:</p> <p style="text-align: right;">SpiderJump 4-Way Bungee Trampoline - \$3,750.00 Rock Climbing Wall - \$1,930.00 Bounce House(2) - \$1,540.00 **Airbound Staff Included** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 **Generator(s)** - \$240.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Multiple Items \$180.00</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p> </td> </tr> <tr> <td style="padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right; padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$7,280.00</td> </tr> <tr> <td style="text-align: right; padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="text-align: right; padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$7,280.00</td> </tr> </table> </td> </tr> </table>	<p>Primary Event Contact: Val or Stephanie Primary Contact Phone: Primary Contact Email: VTaylor@CityofDacono.com, stephaniel@cityofdacon</p>	<p>PACKAGE SUMMARY:</p> <p style="text-align: right;">SpiderJump 4-Way Bungee Trampoline - \$3,750.00 Rock Climbing Wall - \$1,930.00 Bounce House(2) - \$1,540.00 **Airbound Staff Included** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 **Generator(s)** - \$240.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Multiple Items \$180.00</p>	<p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right; padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$7,280.00</td> </tr> <tr> <td style="text-align: right; padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="text-align: right; padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$7,280.00</td> </tr> </table>	Package Total:	\$7,280.00	Paid:	\$0.00	Balance:	\$7,280.00
<p>Primary Event Contact: Val or Stephanie Primary Contact Phone: Primary Contact Email: VTaylor@CityofDacono.com, stephaniel@cityofdacon</p>											
<p>PACKAGE SUMMARY:</p> <p style="text-align: right;">SpiderJump 4-Way Bungee Trampoline - \$3,750.00 Rock Climbing Wall - \$1,930.00 Bounce House(2) - \$1,540.00 **Airbound Staff Included** - \$0.00 **Stakes Used To Secure Equipment** - \$0.00 **Generator(s)** - \$240.00 *Set Up & Delivery* - \$0.00</p> <p style="text-align: right;">Discount (-): Multiple Items \$180.00</p>											
<p>Payment Terms: 50% Deposit/ Final Balance Due on Event Day</p>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right; padding: 2px;">Package Total:</td> <td style="text-align: right; padding: 2px;">\$7,280.00</td> </tr> <tr> <td style="text-align: right; padding: 2px;">Paid:</td> <td style="text-align: right; padding: 2px;">\$0.00</td> </tr> <tr> <td style="text-align: right; padding: 2px;">Balance:</td> <td style="text-align: right; padding: 2px;">\$7,280.00</td> </tr> </table>	Package Total:	\$7,280.00	Paid:	\$0.00	Balance:	\$7,280.00					
Package Total:	\$7,280.00										
Paid:	\$0.00										
Balance:	\$7,280.00										

EVENT DETAILS & CONTRACT NOTES:
 Time block is flexible to change time as needed. Please note added time may result in increased package total.

Standard set-up time included is prior/ consecutive to our event start time as needed based on Airbound equipment requirements. Additional charges may apply for early or restricted set-up requirements placed on Airbound by the client. This time will be determined by Airbound within 7 days of the event date.

Airbound will use stakes in the ground to secure the equipment as needed. Please mark any areas we need to be aware of. If we are unable to stake in the ground, is water access available? - Additional charges may apply for water barrels or concrete and must be arranged by the office in advance of your event.

All sprinkler systems should be turned off the day prior to the event and until there has been a safe removal of all equipment after your event.

Please be aware that Airbound will need DIRECT access to drive equipment into place on roads, grass, pavement, etc. Trucks and trailers may not be able to make sharp turns. An entrance without curbs is preferred. If curbs are unavoidable, they must be solid. Due to the weight of our vehicles/trailers, Airbound is not responsible for any cracks, breaks or damage to the areas we will drive on. Area must be flat and free of trees, wires, etc. If direct access is not available, arrangements MUST be made at least two weeks in advance and will require additional set-up charges for equipment and time/ scheduling.

Please note: Large equipment may arrive at various times and access to the site is required until our event start time listed on this contract.

Client is to provide layout or placement for equipment within one week prior to the event. Once equipment is set into place, an additional charge at the rate of 10% per piece required to be moved will be assessed to the final balance for moving equipment for any reason at the event site.

IMPORTANT NOTE: Due to busy dates, events cannot be cancelled on holidays. Events cannot be re-scheduled on holidays or our peak/busy season during August or September dates.

Client, please provide adequate lighting for set up times, during the event and full tear down time of the event. If lighting is not available, please ask us in advance for Outdoor Lighting Options for your event.

Please note as stated in the contract, it is the client's responsibility to protect any surfaces as needed for equipment set-up, operation or tear-down.

*****Please note as stated in the contract: Any and all venue requirements, details, responsibilities and all associated fees (i.e. Permits to include but not limited to: state, power, parking, Union/Labor, work orders for load in and load out, out-of-state requirements, additional engineering not required by the manufacturer or any associated fees/responsibilities) that occur from the venue for set up, operations or tear down will be the responsibility of the client for the event. This will include any and all fines assessed to the contractor or client for lack of knowledge, details or direction as the sole responsibility of client. If the venue has requirements of the contractor not required by our state requirements and responsibilities, additional event fees may apply.*****

IMPORTANT Please Note: Inflatables are unable to operate or be inflated and will need to be shut down in winds over 15 MPH. Our staff is required to close any inflatables and will resume operation as soon as it is under safe conditions for your patrons and event. Location matters - Please also be sure to have an area without constant winds or as low/protected as possible.

PLEASE READ CAREFULLY.

This agreement is entered on the date specified on page 1, by and between the "CLIENT" or organization listed above and Colorado Jumps, Inc. dba Airbound, hereinafter known as "Airbound" or the "Contractor", once digitally signed. This agreement cannot be altered or changed unless agreed to in writing by the said parties, Contractor and Client.

1. **SERVICES TO BE PROVIDED BY CONTRACTOR:** a) Contractor agrees to provide the items and services, on the dates and times that are stated on page 1 of this agreement. b) Contractor agrees to provide all equipment and staff necessary to carry out the terms of the agreement unless otherwise noted. c) Contractor shall retain the right to determine if weather conditions permit the safe operation of the attraction(s) stated on page 1. d) Airbound does not allow its equipment to run unattended. If volunteers are agreed to in this contract, they must be present at the equipment during the entire event for the equipment to operate. e) Contractor agrees to comply with all ordinances, rules, regulations, and all statutes of the State of Colorado or State at which the event takes place, and other applicable laws. f) Contractor agrees to provide equipment in working condition. If any servicing or repairs are needed during the event date(s) or time(s) due to faulty equipment, Contractor will repair on-site or credit will be given to the Client if unable to use the equipment during the event(s). g) Contractor agrees to provide services for the amount of time specified in this contract and will determine the amount of time necessary or required for set-up and tear down of the contracted equipment. The exact set-up and tear down time requirements will be determined within seven (7) days of the event. All equipment will be delivered and operational by the contracted time(s). Additional time, specific set-up requirements or specific/early delivery requirements prior to this contracted time may result in additional costs to the client.

2. **SERVICES TO BE PROVIDED BY CLIENT:** a) Client agrees to provide a venue for the Event, any and all necessary permits, licenses, and fees to lawfully conduct the event; including all required equipment for the operation of the Event and the necessary accommodations for Contractor (as or unless stated in the contract notes). This may also include, but not limited to: Union dues/fees, Additional Engineering Requirements, State Permits, Power Permits, Parking Permits, Additional or Requested On-Site Inspections or any additional fees required for our operation by venue or client requirements or requests. This may also result in additional fees assessed by the contractor for time and materials to meet these requirements.

b) The client will be responsible for any and all fines assessed to the contractor or the client for lack of knowledge, details or direction given to the contractor. c) Client shall provide direct access (unless otherwise stated) to a flat surface area (preferably grass for the inflatables) for items stated on page 1 of this agreement. "Direct Access" is the ability to drive and drop the equipment directly into the place required for performance. If direct access is not permitted, arrangements must be made with your Airbound representative a minimum of two (2) weeks in advance of the event. Additional charges may apply for time and labor to move the pieces by other methods if direct access is not available. The client will be responsible to protect, mark or clear the surface or area in which the contractor will perform. All sprinkler systems should be turned off the day prior to the event and until there has been a safe removal of all equipment after your event. d) Client is to provide adequate or required time for Contractor arrival, set up, and tear down of the equipment for the event. If required time requested by the contractor within 7 days of the client's event is not permitted, this will result in additional fees to the client for additional staff to fulfill

this time restriction if available; or the inability of the Contractor to be set up in a timely manner for the event start time. The client shall not hold the contractor liable for any late start or equipment delay if adequate time is not allowed or addressed in advance. e) Client is to provide adequate lighting for set up times, during the event, and full tear down time of the event. f) Client is to provide layout or placement for equipment within one week prior to the event. Once equipment is set into place, an additional charge at the rate of 10% per piece required to be moved will be assessed to the final balance for moving equipment for any reason at the event site.

3. COMPENSATION OF CONTRACTOR: a) Performance fee and payment terms agreed upon between the Client and Contractor are listed above on Page 1 of this agreement. b) A deposit of up to 50% (or as listed above in payment terms) is required to reserve the contracted services listed on page 1 and must be received with a signed copy of this contract no later than 14 days after the original contract date. Receipt of the deposit will also serve as agreement/signed contract. Upon signing this contract, you agree to pay the deposit if the event is cancelled and does not meet the acceptable cancellation terms stated below. If no deposit is required, a 25% cancellation fee will be assessed. Cancellation of the engagement by the client will result in forfeiture of the required deposit amount. Unless otherwise noted, all remaining or final balances are due UPON ARRIVAL the day of your event. ANY BALANCES OUTSTANDING WILL BE CHARGED A LATE FEE OF 10% OR MAXIMUM OF \$50 PER DAY OF THE TOTAL CONTRACTED PRICE. The balance of the rental fee (excluding any previous payments) must be paid in full on the first day of the event prior to the event start, unless otherwise specified in "payment terms" above. Payments are made payable to "AIRBOUND", unless otherwise agreed to in writing prior to event. All payments mailed to Airbound must be received by the first day/ start of the event. The contracted fee of \$7,280.00 for services provided are a discounted cash, check or money order price. Credit card payments may be accepted for a small administrative fee of up to 3% that may be applied to each transaction. Visits or consultations in our office are included at no additional charge. On-site visits or an event-site walk through requested for pre-event details may not be included in this package. A charge of up to \$40/ per hour to include travel may be applied to the final balance (arranged in advance) for on-site visits.

4. CANCELLATION: **It is our company policy that deposits made/due for services are NON-REFUNDABLE.** a) Cancellation of the event by the client for any reason within 24 hours of the contracted start time of your event will require PAYMENT IN FULL at the time/day of the cancellation as stated in Contract payment terms of the original contracted date. This payment may be applied to a new date within six (6) months of the original event date, as available, with a rescheduling fee of up to 25% of the total amount of the contract. b) If the event is cancelled on the scheduled day AFTER the event start time (such as in the case of inclement weather or unsafe conditions), payment in full is required and funds will not be eligible to transfer to a new date. c) If the event is cancelled/rescheduled within forty-five (45) calendar days prior to the event date, we reserve the right to assess a 10% service rescheduling charge based on the total amount of the contract. The deposit may be applied one time to a rescheduled event within six (6) months of the original event date, as available. d) If the event is rescheduled forty-five (45) calendar days prior to your event date, deposits may be applied to a future event if scheduled to take place within six (6) months of original event date, as available. e) Due to busy dates, events cannot be cancelled on our holiday dates. This includes all calendar holidays, August, September, and December event dates.

The deposit paid/due will be non-refundable and/or unable to be credited to any future events. f) Rescheduled events are subject to availability and cannot be rescheduled on holidays or our peak/busy season during August, September or December dates. g) Based on the rescheduled date, rates for the new event day may be subject price change(s). h) Rescheduled events must be equal or greater to the original cancelled event details/ services and may not be cancelled for a deposit refund. i) Due to travel logistics, any out-of-state (Colorado excluded) events may not cancel or reschedule within twenty (20) calendar days of the event date and will require payment in full (if unable to move indoors or other arrangements cannot be made).

5. FORCE MAJEURE: Neither the Client nor the Contractor shall be liable for any delay in or failure to perform any covenant or promise contained in this contract agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure" within one week prior to the event date, or on the exact date the event was to be held. As used in this contract agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party. Cancellation of the event caused by force majeure will require the deposit to be paid by the client. This payment may be credited to a rescheduled event within twelve (12) months of the original event date, subject to availability.

6. WEATHER: a) All weather cancellation will fall under Airbounds cancellation policies listed in section 4 of this agreement. b) At your event, Airbound staff is required to shut down operation of all rides or attractions in the case of inclement weather for the safety of your guests until the weather passes or time is up. Inclement weather includes but is not limited to: Wind over 15mph, heavy rain, if we can hear thunder it means lightening is within 10 miles of the event or if there is lightening within a 10-mile distance (whichever comes first).

7. PARTICIPANTS: a) Contractor may require a written release of liability from each participant. If participant is under 18 years of age, then participant's parent or guardian must sign the waiver. NOTE: This is not required in most cases. b) Client agrees to abide by and enforce any decision made by the Contractor in denying participation to individuals that Contractor deems unsuitable or unsafe to participate in the attraction(s) listed on page 1. The Contractor's trained Ride Operators hold sole discretion onsite at any event to determine the risk, liability or level of participation of any participant based on any type of impairment or inability to participate on the ride safely: 1. that could put patron's safety at risk in any way 2. harm the equipment 3. that may increase the chance of injury/harm to themselves or others. c) Contractor will not tolerate any physical or verbal abuse towards staff and/or equipment. Such actions may result in immediate termination of services without financial harm to the Contractor. d) Client agrees that all participants recognize these are high-activity sports that require a certain level of patron interaction. The results of high activity sports are that there are certain inherent risks in participating in these activities. Certain injuries can and may occur in participation of these activities. All participants must understand and acknowledge these risks and requirements and that they are participating at their own risk. e) Client agrees to share information or notify the Contractor upon receipt or knowledge of any participant inquiring or stating injury or claim against the Contractor.

8. MISCELLANEOUS: a) To the extent permitted by law, Client agrees to indemnify and hold Airbound, its employees, agents, directors, and representatives harmless from any and all claims, actions, suits, proceeding costs, expenses, damages, and liabilities; including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Client hereby releases and holds harmless Airbound, employees, agents, directors, and representatives from injuries or damages incurred as a result of the use of said equipment unless Airbound, employees, agents, directors, and representatives are operating the equipment and is deemed by a court of law to be held negligent in its actions. Airbound, employees, agents, directors, and representatives cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. To the extent permitted by law, Client also agrees to indemnify and hold harmless Airbound, its employees, agents, directors, and representatives from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

To the extent permitted by law, Client agrees to indemnify and hold Airbound, its employees, agents, directors, and representatives harmless from any all claims arising out of Client's events except claims arising directly as a result of allegedly defective equipment supplied by Airbound. Airbound agrees to indemnify and hold the Client harmless from any claim asserting that Airbound equipment was defective and the defective equipment caused an injury. If the client wishes to be listed as additionally insured on the Contractor's insurance policy, a fee of up to \$500 may be applied. b) Contractor understands that it is an independent contractor not covered by the Client's Workman's Compensation Insurance. Contractor shall indemnify, save, hold harmless and defend the Client and all its officers, agents, and employees for, from and against any and all claims, causes of actions, and injury or loss to any person(s), including those to whom the Contractor may be liable under any claims or suits, including for wages, merchandise, caused by, arising out of, or in any way connected with Contractor's exercise of this Agreement. c) Contractor agrees to furnish (if needed) a Certificate of Insurance evidencing the following insurance coverage: 1.) Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage. d) Each party represents and warrants that each has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations described herein. e) Contractor reserves the right to accept or decline overtime hours based upon availability and scheduling and does not guarantee the availability of overtime purchased the day of the event. f) Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties. The Contractor shall have the discretion to utilize a designated affiliate to perform the services as stated herein.

This contract and all associated services are not valid until contract is digitally

signed, submitted and any deposit required is received no later than 14 days of the original contract date.

