



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: March 28, 2023

AGENDA ITEM SECTION: Resolutions

AGENDA ITEM NO. : 6

AGENDA ITEM:

Resolution: Consider a resolution to authorize the Interim Village Administrator to execute an agreement with Shamrock Amusements for a carnival event at the Dobbs Ferry Waterfront Park from July 1, 2023 through July 4, 2023

ITEM BACKUP DOCUMENTATION:

1. Draft resolution
2. Draft agreement

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY TO AUTHORIZE THE INTERIM VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SHAMROCK AMUSEMENTS FOR A CARNIVAL AT WATERFRONT PARK FROM JULY 1, 2023 – JULY 4, 2023

WHEREAS, the Village of Dobbs Ferry Recreation Department is looking to celebrate the Village's Sesquicentennial with a number of different events; and

WHEREAS, one of the aforementioned events is a carnival to be held at Waterfront Park from Saturday, July 1, 2023 through Tuesday, July 4, 2023; and

WHEREAS, the agreement with Shamrock Amusements shares the a percentage of the proceeds of the ticket sales from the event with the Village of Dobbs Ferry, and thereby there is no cost to the Village of Dobbs Ferry for their services;

NOW, THEREFORE BE IT

RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Interim Village Administrator to execute and sign an agreement with Shamrock Amusements to provide a carnival at Waterfront Park from July 1, 2023 through July 4, 2023; and be it further

RESOLVED, that the agreement shall be subject to review and approval of the Village Attorney and the Interim Village Administrator; and be it further

RESOLVED, that the Interim Village Administrator is authorized to take any and all necessary steps to effectuate the intent of this Resolution; and be it further

RESOLVED, that this resolution shall take effect immediately.



Agreement to place, by the above, amusement rides, attractions, and/or concessions under the following terms and conditions. Shamrock Amusements, Inc. is hereinafter referred to as Show, Sponsoring Organization will be referred to as Sponsor.

For Show Sponsoring Organization: VILLAGE OF DOBBS FERRY NY

Contact Person: _____

Telephone: _____

Date(s) of event: 6/30 thru 7/4/23

Location: WATER FRONT PARK

Number of rides to be placed: 13+

Percent to Sponsor: 25%

Number of games to be placed: 4+

Fee to Sponsor: \$100%

Number of food concessions: 3+

Type: Cotton Candy, Popcorn, Snow Cone, Soda,

Candy Apples

Percent to Sponsor: None (See item 3)

Number of other concessions: N/A

Fee to Sponsor: \$100%

Type(s): CHICKEN-NO DOGS- HAMBURGERS ETC., FRIE DUGH, LEMON AID

Times of Operation: TBA

Other Conditions, if any: WATER LINE, TRASH, PEST-O-TOWNS

CONTRACT FOR PERFORMANCE

1. Ticket sellers will be furnished by Committee. Tickets sold on the grounds are off standard numbered rolls and/or strips and Show expects to be reimbursed for all tickets distributed from these rolls and/strips.
2. Show will furnish Certificate of Insurance which covers Show equipment. The Show assumes no responsibility for liability for any Sponsor or independently operated venture. Volunteer workers are not covered by Workman's Compensation and Sponsor accepts all liability.
3. The Show has the exclusive rights to sell cotton candy, popcorn, candy and caramel apples, sno-cones and novelties and pays no rental fee for these concessions.
4. It is understood that no competitive ride, game, concession or attraction of the type of attraction operated by the Show will be permitted on the grounds, no any independent concession unless approved in advance by the Show. Show requests Certificates of Insurance in an equal amount to the amount supplied by the Show.
5. The Show will not be held responsible for any unforeseen mechanical failure resulting in loss of revenue. The Show will also determine if rides and/or other equipment are unsafe to operate due to inclement weather or disorderly crowds.
6. The Show has the right to refuse admission to any person suspected of being under the influence of any alcohol or drug product, or any other person that might place the Show, Sponsor, or Public at risk. It is understood that all necessary permits and clearances required by Sponsor's municipality have been arranged by Sponsor at no cost to Show.
7. Adequate security should be maintained by Sponsor during operating hours at no cost to Show.
8. It is understood that this agreement is the agreement in entirety and that no other conditions either verbal or otherwise can be made without the express written consent of Sponsor and Show.
9. This contract will be void if not signed and returned within 15 days of 5 and Show will be free to look for another Sponsor for these dates.

Officer or Representative - Shamrock Amusements, Inc.

Representing Sponsor

338 Willow Tree Rd.
Milton, NY 12547
Phone: 845-795-1263

Address _____

City: _____ State: _____ Zip: _____

Date: ____/____/____

Telephone: _____

Date: ____/____/____