



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: March 26, 2024
AGENDA ITEM SECTION: Resolutions
AGENDA ITEM NO. : 11
AGENDA ITEM: <u>Resolution:</u> Consider a resolution authorizing the Village Administrator to enter into an agreement with Shamrock Amusements for a carnival at Waterfront Park from July 4, 2024 – July 7, 2024
ITEM BACKUP DOCUMENTATION: 1. Draft resolution 2. Shamrock Show's & Amusements, Inc. Agreement

1. Draft resolution
2. Shamrock Show's & Amusements, Inc. Agreement

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY AUTHORIZING
THE VILLAGE ADMINISTRATOR TO ENTER INTO AGREEMENT WITH SHAMROCK AMUSEMENTS
FOR A CARNIVAL AT WATERFRONT PARK FROM JULY 4, 2024 – JULY 7, 2024**

WHEREAS, the Village of Dobbs Ferry Recreation Department is looking to host a carnival at Waterfront Park from Thursday, July 4, 2024 through Sunday, July 7, 2024; and

WHEREAS, the agreement with Shamrock Amusements shares 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 authorize the Village Administrator to execute and sign an agreement with Shamrock Amusements to provide a carnival at Waterfront Park from July 4, 2024 through July 7, 2024; and be it further

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

RESOLVED, that the 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.

SHAMROCK SHOW'S & AMUSEMENTS, INC.

Phone: 845-795-1263

Cell: 845-541-0759

Agreement to place, by the above, amusement rides, attractions, and/or concessions under the following terms and conditions. Shamrock Show's & 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: _____ Location: WATER FRONT PARK

Date(s) of event: 7/4 THROUGH 7/8/24 Location: _____

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: TBA Fee to Sponsor: \$100

Type(s): CHICKEN-FRENCH FRIGS, FRIED DOUGH & LEMON AID

Times of Operation: _____

Other Conditions, if any: _____

CONTRACT FOR PERFORMANCE

1. Ticket sellers will be furnished by SHAMROCK. 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 _____ and Show will be free to look for another Sponsor for these dates.

Col. O'Duffy
Officer or Representative - Shamrock Show's & Amusements, Inc.

Representing Sponsor

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

Address: _____
City: _____ State: _____ Zip: _____