

EMERGENCY RESOLUTION NO. 23-2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND JUGGLER DAVE AND FRIENDS, LLC FOR THE BICENTENNIAL BIRTHDAY CELEBRATION AND DECLARING AN EMERGENCY.

WHEREAS, the City of Monroe is celebrating 200 years in 2017; and

WHEREAS, Council desires to provide the best possible celebration for its community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and Juggler Dave and Friends, LLC for the Bicentennial Birthday Celebration pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and further for the reason that Council desires to secure the performances outlined in the contract and proceed with the advertising of the events. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: March 28, 2017

ATTEST:

APPROVED:



Clerk of Council



Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.



Clerk of Council
City of Monroe, Ohio

Cincinnati Circus Company 6433 Wiehe Road Cincinnati, Ohio 45237 www.CincinnatiCircus.com Events@cincinnatiCircus.com	 Cincinnati Circus Company	FED Tax ID #: 20-1380409 Office: 513-921-5454 After Hours: 513-400-3868 Fax: 513-806-2342
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Event Engagement Contract

Date of event:	September 22 and 23, 2017	Contact Person:	Keith Funk
Time of event:	6p - 10p on 9/22 and 10a - 10p on 9/23	Phone Number:	513-317-2904
Event Name:	Monroe Bicentennial	Email Address:	funkk@monroehio.org
Subtotal (See Invoice):	\$145,350 (See Invoice for Grand Total)	Location of Performance:	Monroe Community Park - 412 Old Street, Monroe, OH, 45050
Artist Service:	See attached sheets		

1. Definitions

- a. "Entertainer" refers to and includes The Amazing Portable Circus, dba Juggler Dave and Friends, LLC, the Cincinnati Circus Company, LLC, Dave Willacker, Joanne Willacker, and all employees of these companies excluding independent contractors.
- b. "Client" refers to the party hiring Entertainer for the event.
- c. "Event" refers to the venue and services to be rendered by Entertainer to Client at the above specified time and location.
- d. "Rentals" refers to any and all items supplied by Entertainer to Client for the Event including props, inflatables, rides, games, tables, gaming items, rigging, costumes, equipment, and booths, including incidentals and supplies.

2. Payment

- a. Client agrees to pay Entertainer in full the final amount stated on the Invoice Page entitled, "Total" or "Grand Total".
- b. 50% Payment will be due at the time of booking, the remainder to be paid on site at Event.
 - i. All checks should be made payable to **"Juggler Dave and Friends, llc"**.
Please put Date of Event in Memo Line to ensure fast, accurate processing.
 - ii. All late payments shall be subject to a fee of 10% of the balance due, compounding, for every 30 days of delinquency.
 - iii. All credit card payments will be assessed a 4% processing charge.

3. Cancellation

- a. Client Cancellation: If Client cancels the Event, Client shall notify Entertainer immediately. Despite cancellation, Client shall still compensate Entertainer for Entertainer's time and costs accrued in preparing for the Event. The amount of the original Compensation that Client shall pay Entertainer shall be determined by the cancellation timeline as follows:
 - i. More than 30 days prior to Event: 20% of original Payment Amount
 - ii. Less than 30 days prior to Event: 50% of original Payment Amount
 - iii. Less than 7 days prior to Event: 80% of original Payment Amount
 - iv. Less than 3 days: 100% of original Payment Amount
- b. Cancellation must be in writing. Client must cancel the event in writing, delivered to Entertainer, in order to not be charged the full Compensation amount. Client agrees that a failure to either cancel in writing or to deliver the written cancellation to Entertainer makes Client liable for the full amount of Compensation. Phone calls are NOT acceptable. All cancellations shall be deemed delivered when received by Entertainer in one of the following ways:
 - i. If by email: cincinnatiCircus@yahoo.com
 - ii. If by mail: 6433 Wiehe Rd. Cincinnati, Ohio 45237
- c. Alteration and Substitution: Entertainer understands that Client may need to cancel the Event or alter the services Entertainer is to render to Client through a change in circumstances beyond Client's control. As such, Entertainer may, at Entertainer's sole discretion, agree to a change in the Entertainment Services to be rendered and/or the Event Date.

- d. **Entertainer Cancellation:** If Entertainer becomes unable to perform or for any reason then Entertainer shall notify Client immediately in writing and provide Client with a full refund of any of the Compensation paid to Entertainer. In the event of Entertainer cancellation, Client understands that Client's sole and only recourse and damages is a refund of any Payment Amount Client gives Entertainer.
4. **Inclement Weather -or- Unsafe Conditions:** In the event that Client fails to provide a safe alternate location in the event of inclement weather, Client shall remain obligated to pay the full Compensation amount. If the Client and Entertainer disagree regarding feasibility of performance, Entertainer's determination shall prevail. The Entertainer may accept a reschedule of the Event within 30 days of the original date. Acceptance of the reschedule and any additional fees is the sole discretion of the Entertainer.
5. **Non-Solicitation of Artists:** It is expressly agreed that the Client shall refrain from soliciting Artists. All offers and solicitation by the Client must be made exclusively to Entertainer for a period of 18 months following the completion of this contract.
6. **Authority to Execute:** The person executing this agreement on Client's behalf warrants his/her authority to do so and his/her authority to bind Client, and such person assumes personal liability for the payment of said price in full if not so authorized.
7. **Supervision of Rentals:**
- a. Client is responsible for the maintenance and use of all Rentals. Client shall return all Rentals in the same condition as the Rental was given. If Entertainer provides for the construction and removal of Rentals, Client shall ensure the Rentals are not moved, altered, rearranged, misused, or tampered. Client ensures that Rentals will be used properly and assumes sole liability arising from any damage, misuse, injury to body or property, and loss of the Rental. Client shall indemnify and hold harmless Entertainer for any injury to body or property, litigation, or claims arising from use of Rentals.
 - b. If Entertainer provides supervisors, helpers, or aids for Rentals, it is purely for Client's benefit. It shall not affect Client's responsibility and liability under Section 8(a) and Section 5 of this agreement.
 - c. Client's responsibility and liability for Rentals begins when Client takes possession of Rentals. If Entertainer delivers Rentals to the Event, Client takes possession immediately after the Rentals are removed from the transporting vehicle. If Client accepts the Rentals directly from Entertainer's storage facility, Client's possession begins immediately after the Rentals are loaded into Client's vehicle. Client's possession is not affected by Entertainer's provision of supervisors, helper, or aids for Rentals.
8. **Choice of Law, Forum Selection:** The agreement shall be governed by and construed under the laws of the State of Ohio. By executing this agreement, Client expressly consents to personal jurisdiction of such Ohio and Federal Courts and waives any claim of defense that Hamilton County, Ohio is not the proper or convenient venue.
9. **Merger:** This along with the foregoing pages constitutes the full and complete agreement between Entertainer and Client. Any alterations or amendments to this agreement, including those made under Section 3(b) Alteration and Substitution, shall be in writing signed by Entertainer to be effective. 11. **Severability.** If any provision of this agreement is or becomes illegal, null, void, or unenforceable under law, the rest of the agreement shall remain enforceable. Any such alteration or deletion of any provision by law does not alter or affect any other provision.

Please sign and return promptly by mail, e-mail, or fax. Event: Monroe Bicentennial Event Date: September 22 and 23, 2017

Printed Name _____ Signature _____ Date _____

Cincinnati Circus Company 6433 Wiehe Road Cincinnati, Ohio 45237 www.CincinnatiCircus.com Events@cincinnatiCircus.com		FED Tax ID #: 20-1380409 Office: 513-921-5454 After Hours: 513-400-3868 Fax: 513-806-2342
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Artist Service:	See attached sheets		

All payments must be made within 72 hours prior to the start of the event or rental.

Preferred method of payment is check. All checks or money orders should be payable to Juggler Dave and Friends llc.

Please put the Date of the Event in the Memo line.

We also accept money order and cash with no processing fee.

For all credit card payments a 4% processing fee will be assessed.

Event Details

Artists & Materials	Performance Times
See Attached	Friday - 6p - 10p Saturday 10a - 10p

For Credit Card Payment please complete the following:

CC# _____

Security Code: _____ Expiration: _____

Billing (Street): _____

City/State: _____ Zip: _____

Authorized Signature: _____

= Subtotal: \$145,350

+ Sales Tax:

= Total: \$145,350

(+4% CC Processing Fee):

= Grand Total (w/ CC processing fee): \$145,350

Amount Paid:

Remaining Due:

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dave Willacker

2 Business name/disregarded entity name, if different from above
Juggler Dave and Friends LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the US)

5 Address (number, street, and apt. or suite no.)
6433 Wiche Rd

6 City, state, and ZIP code
Cincinnati Ohio 45237

7 List account number(s) here (optional)

Print or type
 See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	1	3	8	0	4	0	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Dave Willacker* Date ▶ *1/1/2016*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Services provided for 9/22/2017 and 9/23/2017

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Strolling and Stationary Entertainment

- **18 Strollers and Stationary Entertainers**
 - o 4 x Ground Balloon Artists
 - o 2 x Ground Jugglers
 - o 2 x Stilt Walking Entertainers
 - o 1 Strolling Magician
 - o 8 Artists – Face Paint, Glitter Tattoos, Airbrush Tattoos
 - o 1 Living Statue – Fireman
- **Cincinnati Circus Touring Shows**
 - o 2 BIG Show – Pirates! and 1 Phoenix: Fire and Flight on 9/22
 - o 3 BIG Show – Vintage One Ring Circus on 9/23

Pages 6 and 7 of Proposal

- **10 Inflatable Rides with Attendants**
 - o 2 x Bounce House/Slide Combo
 - o Mechanical Meltdown
 - o 25' Climbing Wall
 - o 2 Lane Zip Line
 - o 30' Slide – The Kraken
 - o 110' Obstacle Course – The Wild One
 - o Bungee Run
 - o Trackless Train
 - o Velcro Wall
- **5 Mechanical Rides**
 - o Merry Go Round/Carousel
 - o Berry Ride
 - o Cars
 - o Ferris Wheel
 - o Scrambler

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- **Games, Activities and Attractions**
 - o 10 Booth Carnival Midway – Booths, Games, Penny Candy Prizes, Carnival Barkers
 - o The Monkeyman
 - o Kids Craft Station

- Mobile Fishing
- Kids Archery Range
- Circus School
- Mini Golf
- Cornhole
- Laser Tag Course
- Pony Hoppers

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- **Food, Drink and Vendor Coordination**
 - Food Trucks and Local Eateries
 - Drinks by Cincinnati Circus Company (6 booths)

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- **Tents, Tables and Seating**
 - 60 x 40 tent (beer)
 - 20 x 40 tent
 - 2 – 20 x 20 tents
 - 10 – 10x10 Carnival Booths
 - 10 – 10x10 Popup Tents
 - 55 – 8' Banquet Tables
 - 500 Chairs
- **Shuttle Buses/Parking**
 - Shuttle Buses to transport guests from parking sites to event site

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- **Event Coordination, Promotion, Marketing and Signage**

At no charge, The Cincinnati Circus will provide:

- Event Photography
- Event Videography
- Wristbands for Rides in 2 colors

City of Monroe to Provide

All services listed under Security, Sanitation and First Aid on pg 10 of proposal

- Restrooms
- Refuse Cans
- Dumpster or removal of refuse
- Police/EMT Services
- Overnight Security
- First Aid

Signatures:

William J. Brock, City Manager, City of Monroe

_____ (Print)
Representative, City of Monroe

_____ (Sign)
Representative, City of Monroe

Dave Willacker, Owner, Cincinnati Circus Company

Max Cormendy, Manager, Cincinnati Circus Company