

R-49-2022 A Resolution to Authorize Amusement Rental for Glenarden Day

**City of Glenarden, Maryland
2022 Legislation**

Resolution Number: **R-49-2022**
Introduced By: **James A. Herring, Councilmember**
Co-Sponsor: **City Council of Glenarden**
Public Hearing: **Tuesday, June 14, 2022**
Session: **Regular Session**
Date of Introduction: **Tuesday, June 21, 2022**

A Resolution to Authorize Amusement Rental for Glenarden Day

WHEREAS, the City Council is promoting more community outreach; and

WHEREAS, the City Council would like to have a community event; and

WHEREAS, the City Council would like to celebrate Glenarden Day to bring the community together for a day of celebration; and

WHEREAS, the City Council will like to have amusement rentals of rides and games at Glenarden Day; and

WHEREAS, funds have been allocated in the 2022 budget for Community Outreach.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Glenarden, Maryland, sitting in **Regular Session this 21st day of June 2022** that:

1. Fantasy World Entertainment will provide amusement rental per attached contract.
2. The cost of the services will not exceed \$15,041.25.
3. The funds will come from budget line item 10.30.10.8647.
4. That this resolution shall take effect immediately upon adoption.

Date Approved: _____

ATTEST: **City Council of Glenarden**

Victoria Lewis, Council Clerk

Derek D. Curtis, II, Council President

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Angela D. Ferguson, Council Vice President

Erika L. Fareed, Councilwoman

James A. Herring, Councilman

Kathleen J. Guillaume, Councilwoman

Maurice A. Hairston, Councilman

Robin Jones, Councilwoman

Votes:

Yes _____
No _____
Abstain _____

FANTASY WORLD ENTERTAINMENT

124 JIBSAIL DRIVE
 PRINCE FREDERICK, MD 20678
 410-414-9400 OR 800-757-6332

Invoice

Date	Invoice #
5/20/2022	28666

Bill To
CITY OF GLENARDEN VICTORIA LEWIS

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	<p>AMUSEMENT SERVICES: SEPTEMBER 17, 2022, 1 PM TO 5 PM; GRASS FIELD BESIDE CITY HALL, 8600 GLENARDEN PARKWAY, GLENARDEN, MD 20706</p> <p>(1) TOXIC DROP OBSTACLE COURSE, WITH STAFF AND ADULT VOLUNTEER ASSISTANT. STAKED ON GRASS.</p> <p>(2) 26' ROCK WALL, 3 CLIMBERS, WITH STAFF. CLIMBERS 50 TO 250 LBS.</p> <p>(3) LAZER RUNNER BATTLE CRUISER, WITH 10 VESTS, WITH STAFF AND ADULT VOLUNTEER ASSISTANT. STAKED ON GRASS.</p> <p>(4) TURBO TUBS RIDE, WITH STAFF</p> <p>(5) 360 DEGREE PHOTO BOOTH, WITH STAFF. LOCATE UNDER ORGANIZER'S TENT.</p> <p>(6) BUMPER CARS, TRADITIONAL WITH INFLATABLE ARENA, WITH STAFF</p> <p>(7) KIDDIE CAROUSEL RIDE, WITH STAFF</p> <p>(8) 5 - GENERATORS, LOCATED WITHIN 75' OF ATTRACTIONS INFLATABLES MUST BE STAKED ON GRASS.</p> <p>ORGANIZER TO PROVIDE VOLUNTEERS AS NOTED ABOVE AND FOR LINE AND CROWD CONTROL, SECURITY DURING EVENT, EASY ACCESS INTO AND OUT OF SITE, AND PARKING FOR FANTASY WORLD VEHICLES. ORGANIZER WILL FOLLOW ALL RULES AND REGULATIONS OF LOCAL, STATE, AND FEDERAL GOVERNMENTS AS RELATED TO COVID-19.</p> <p>MD SALES TAX EXEMPT #30001243</p> <p>AMUSEMENT TAX - P.G. COUNTY 5%</p>	14,325.00	14,325.00T
		5.00%	716.25
FEDERAL ID# 52-1801129		Total	\$15,041.25

Fantasy World Entertainment

Special Events Contract

299.22

In consideration of the mutual covenants and promises herein contained City of Glenarden (herein called the "Organizer") agrees with Fantasy World, Inc., dba Fantasy World Entertainment (herein called the "Operator") that:

1. At request of the Organizer, the Operator agrees to provide for use by the Organizer, the following pieces of equipment

1	Toxic Drop Obstacle Course, with Staff and Adult Volunteer Assistant. Staked on grass.	1	26' Rock Mountain, 3 climbers, with Staff. Climbers/Riders 50 - 250 lbs.	1	Lazer Runner Battle Cruiser Lazer Tag, with 10 vests, with Staff and Adult Volunteer Assistant. Staked on grass.
1	Turbo Tubs Ride, with Staff	1	360 Degree Photo Booth, with Staff. Located under Organizer's tent.	5	Generators, located within 75' of attractions
1	Bumper Cars, Traditional with inflatable arena, with Staff. Located on hard smooth level surface.	1	Kiddie Carousel Ride, with Staff		

INFLATABLES MUST BE STAKED ON GRASS.

ORGANIZER TO PROVIDE VOLUNTEERS AS NOTED ABOVE AND FOR LINE AND CROWD CONTROL, SECURITY DURING EVENT, EASY ACCESS INTO AND OUT OF SITE, AND PARKING FOR FANTASY WORLD VEHICLES.
ORGANIZER WILL FOLLOW ALL RULES AND REGULATIONS OF LOCAL, STATE, AND FEDERAL GOVERNMENTS AS RELATED TO COVID-19.

To be used by the Organizer at its event to occur at

Grass Field beside City Hall, 8600 Glenarden Parkway, Glenarden, MD 20706

(herein called the "site").

2. The equipment, shall be provided for the use for a total of 4 hours occurring on those 1 day(s) commencing

9.17.2022 THRU 9.17.2022 01:00PM TO 05:00PM

(herein called the "period of agreed use").

3. The Operator agrees to:

A. Provide all necessary components for use, EXCEPT ELECTRICITY AND WATER;

1. We will need 0 110volt 20amp circuits located within 75 feet of equipment.
0 110volt 20amp non-GFI circuits located within 75 feet of equipment.
2. Water, if indicated above, located within 100 feet of equipment.

B. Transport the equipment to and from the site.

C. Erect, assemble, and operate the equipment during the period of agreed use. Setup is scheduled with the full intention of being completed 15 minutes before period of agreed use. Early setup will incur additional charges, unless otherwise agreed upon by both parties.

D. Dismantle and remove the equipment from the site at the end of the period of agreed use. Delayed removal caused or requested by Organizer will incur additional charges.

E. Provide insurance certificate.

4. The Organizer agrees to:

A. Pay the Operator in the sum of \$15,041.25 as follows:

1. \$7,520.63 non-refundable reservation fee/deposit and executed contract due within 10 days of receipt or as mutually agreed in writing.

2. \$7,520.62 balance due 5 business days prior to period of agreed use.

B. Pay the Operator any applicable Municipal, State, Provincial, and/or Federal Taxes.

C. Have in place and prove proof of liability insurance in a manner acceptable to Operator.

D. Indemnify and save the Operator harmless from any and all claims of any kind whatsoever relating to loss due to personal injury or property damage arising out of the use of the equipment by the Organizer or any of its visitors or invitees on any person whatsoever.

E. Reimburse the Operator immediately upon demand for the cost of repairing any damage howsoever caused to the equipment while in use for the event of the Organizer. Organizer agrees to abide with Operator's NO FOOD OR DRINKS Policy on any of the inflatables, rides, electronics, or casino tables. Organizer will also not have fireworks or incendiaries near Operator's equipment.

F. Surrender peaceful possession of the equipment to the Operator at the end of the period of agreed use. Delayed removal will incur additional charges, unless otherwise agreed upon by both parties.

G. Waive any claim against the Operator and acknowledge that the Operator is not in any way liable or responsible to the Organizer in respect of any loss or injury howsoever arising from the use of the equipment and release the Operator from any and all such claims.

H. On outside events, call Miss Utility/811 Utility-Locate Hotline to locate all underground utilities and unless clearly marked, waive any and all claims and liability against Operator, including sprinkler systems.

I. Provide all necessary information with regard to event location, directions, access information, and day of event contact person. If Organizer's event will be held on a wooden gym floor or other easily marked surface some of our equipment may scratch, scuff, or damage the floor. It is the Organizer's responsibility to provide any necessary floor coverings to protect their floors adequately against all our equipment. Operator will not be held liable for any damages, but Operator will make every effort to prevent any damage. If the event is on grass, Operator cannot be held liable for any ruts or lawn damage due to our equipment or load in or removal of the equipment. For either an indoor location or outdoor location, we cannot bring equipment up or down steps. For outdoor locations, we

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Fantasy World Entertainment

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cannot go up or down large hills or inclines/declines. Most of our inflatables and some equipment require double door access without a bar in the middle. It is the Organizer's responsibility to inform Operator in advance of any potential problems getting to or from the setup location. Organizer's contact person, and any contracted volunteers, shall be on location at arrival time to inform Operator's staff of the proper setup location for each piece of equipment. Operator is not responsible for delayed start times, if the Organizer's contact person, contracted volunteers, or the setup area is not available at the time of arrival. Operator is not responsible for late or impossible setups due to improper access information provided by Organizer.

J. Be responsible for all electrical, water, table and chair requirements listed above, unless otherwise agreed to by both parties in writing. All power & water supply must be located within 100' of equipment. In the event that the power or water supplied is insufficient Operator will make all attempts to save the event. If there are delays or omissions of equipment as a result of inadequate power or water there will be no discounts or refunds. Generators are available at an additional charge and must be requested prior to event date.

K. Be responsible for all volunteer staff as noted above and for line up and crowd control. Crowd control is the sole responsibility of the Organizer. If unsafe crowd conditions occur, Operator reserves the right to shut down the equipment temporarily or permanently for everyone's safety. Volunteers will be trained and supervised by Operator. If at any time the volunteers are not present, equipment is left unattended or the volunteers are not following their instructed guidelines, the equipment will be shut down until the situation is rectified.

L. Provide easy access into & out of site, adequate lighting for safe operation, load in and load out of equipment, and free parking for Operator's vehicles on site. Organizer will be responsible for all parking fees incurred by Operator if free on-site parking is not provided.

M. The following Cancellation, Rescheduling, and Safety Considerations:

1. Operator reserves the right not to setup and/or operate equipment during inclement weather such as but not limited to high winds (excess of 20 mph), heavy rain, snow, hail, lightning, etc. to which Operator deems unsafe. Operator follows the National Lightning Safety Institute, section 4.6 for policy regarding Lightning Safety at Organized Outdoor Events. Activities on all items will be suspended for 30 minutes after a strike of lightning is seen (or at least 5 nautical miles away). This 30-minute clock restarts for each lightning flash within 5 nautical miles. No credit will be given for any lightning or weather related shutdowns or delays during an event. Full payment will still be due.

2. This contract cannot be cancelled without penalty because of weather conditions. Should the Organizer determine unsafe performing conditions or inclement weather, as defined above, by more than 7 days prior to event date, the event date may be rescheduled one time to a mutually acceptable date within 6 months without any additional charges due to Operator, except for separate cancellation or rescheduling fees for artists, entertainers, performers, and caterers. Should the Organizer cancel or postpone, between 2 to 7 days of the event date, a cancellation/rescheduling fee of 25% of the total contracted amount, \$500.00 minimum, plus separate costs of artists, entertainers, performers and caterers, will be due and payable. All reservation fees/deposits will be held by Operator, and will be credited to any future events held by the Organizer within 6 months from date of event. The reservation fee/deposit is forfeited if not used within 6 months of original contracted event date. In addition, Operator cannot guarantee that all items will be available on the rescheduled date. In that case, Operator will work with Organizer to provide equally priced attractions.

3. Should the Organizer cancel 48 hours or less before event start time, payment in full is due. Should conditions change and become unacceptable, as defined above, upon Operator's arrival the Organizer is obligated to pay Operator in full the due amount.

4. Should the Organizer decide to utilize an alternate indoor facility in anticipation of inclement weather and inclement weather conditions fail to materialize, Operator is not obligated to setup equipment a second time. The equipment will remain at the Organizer's indoor location and will be paid in full upon demand.

5. Artists, entertainers, performers, and caterers are subject to separate cancellation or rescheduling fees of 100% of contracted price and Organizer is responsible for paying any expenses for services contracted by Operator for Organizer's event.

N. Operator's obligations hereunder are subject to detention or prevention by sickness, accident, accidents to means of transportation, acts of God, riots, strikes, labor difficulties, any act or order of any public authority or any other cause similar or dissimilar, beyond Operator's control. In such case, there shall be no claim or damages by either party to this contract.

O. Comply with all laws and regulations concerning use of said equipment, which are imposed by federal, state, or local government or agencies. The Organizer is responsible for securing and pay for any applicable permits and furnishing a copy to the Operator.

5. Operator reserves the right to substitute equipment due to mechanical failure and acts of God out of Operator's control.

6. Organizer/Participant/Renter expressly agrees to abide by all temporary regulations issued by state, local or federal authorities relative Covid 19, social distancing and mandatory face covering. Use of any equipment in a manner and/or conduct that runs contrary to any regulation is forbidden by Operator (Fantasy World Inc. dba Fantasy World Entertainment) and disavowed by and their insurers.

_____(Organizer Initials)

7. Fuel Surcharge: Due to the overwhelming increase in energy cost, a fuel surcharge may be added prior to event date based on any increases from date contracted and date of event.

8. Each of the parties agrees that:

- A. This is the entire agreement between them and there are no representations, warranties or conditions other than contained herein;
- B. This contract is to be construed in accordance with the laws of the state of Maryland.

In witness whereof the parties have executed this present this day of
Wednesday, June 01, 2022

By: S. Brooks Grady, SR
(The Operator- Fantasy World Entertainment)

By: _____
(The Organizer- City of Glenarden)

Print Name

Date

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