



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: April 29, 2016	Department: Parks and Recreation
Meeting Date: May 17, 2016	Department Head: Brad Raney
	Presenter: Consent Agenda

Subject:

Agreement between the Sweetwater County Events Complex and the City of Green River for crowd movers and bleachers during the Overland Stage Stampede Rodeo.

Background/Alternatives:

This year is the 29th Annual Overland Stage Stampede Rodeo. The City of Green River Parks and Recreation Department works in collaboration with the Overland Stage Stampede Rodeo committee to coordinate this annual event. Parking at the rodeo is limited and the parking that is available is across the street. The Sweetwater County Events Complex is willing to donate their crowd movers for the rodeo as a sponsorship. We will use these wagons for their intended purpose to pick up spectators in the parking area and drop them off at the entrance gate. This will be an added service especially for elderly and families with young children.

Attachments:

Sweetwater County Events Complex Facility Use Agreement

Fiscal Impact:

N/A

Staff Impact:

Minimal

Legal Review:

Pending legal approval

EQUIPMENT RENTAL CONTRACT

1. **Names.** Sweetwater Events Complex/Sweetwater County Fair Board, Owner, and City of Green River & Overland Stage Stampede, Renter, agree to the following rental.
2. **Equipment Being Rented.** Owner agrees to rent to Renter, and Renter agrees to rent from Owner, the PEOPLE MOVER TRAILER (the equipment). This agreement will also cover the bleacher sets
3. **Duration of Rental Period.** The rental will begin at 12 noon on June 2, 2016 and will end at 5:00 pm on June 6, 2016.
4. **Rental Amount.** The rental amount is ~~\$200~~ ^{Trade-out for 2016 sponsorship} to cover the rental period specified in paragraph 3.
 Security Deposit. In addition to the rent. Renter will deposit \$100 with Owner. This deposit will be applied toward any additional rent and any amounts owed for damage to or loss of the Equipment, which Owner and Renter agree has the current value stated in paragraph 7. Owner will return to Renter any unused portion of the deposit.
NA
5. **Delivery.** Owner will deliver the Equipment to Renter on June 2, 2016 at:
 Owner's address (3320 Yellowstone Road, Rock Springs)
 Renter's address. Green River Rodeo Arena, 225 East Teton
6. **Damage or Loss.** Renter acknowledges receiving the Equipment in good condition, except as follows:
 - Renter will return the Equipment to Owner in good condition except as noted above. If the equipment is damaged while in Renter's possession, Renter will be responsible for the cost of repair, up to the current value of the Equipment. If the Equipment is lost while in Renter's possession, Renter will pay Owner its current value.
 - Renter agrees to keep signage on the Equipment intact at all times.
 - While decorations are allowed, the Owner prohibits use of nails, staples and duct tape.
 - Rental shall provide the Owner with a copy of a valid certificate of insurance, which will cover both the Equipment and any connected or non-connected vehicles.
7. **Value of Equipment.** Owner and Renter agree that the current value of the Equipment is \$9,500.
8. **Use of Equipment.** Renter acknowledges the use of the Equipment creates some risk of personal injury to Renter and third parties, as well as risk of damage to property, and Renter expressly assumes that risk. Renter therefore agrees to use the Equipment safely and only in the manner for which it is intended to be used. Owner is not responsible for any personal injury or property damage resulting from Renter's misuse, unsafe use, or reckless use of the Equipment. Renter will indemnify and defend Owner from and against any injury or damage claims arising out of Renter's misuse, unsafe use, or reckless use of the Equipment.

9. **Entire Agreement.** This is the entire agreement between parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
10. **Successors and Assignees.** This agreement binds and benefits the heirs, successors, and assignees of the parties.
11. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail, or by overnight courier.
12. **Governing Law.** This agreement will be governed by and construed in accordance with the laws in the state of Wyoming.
13. **Counterparts.** This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.
14. **Modification.** This agreement may be modified only by a written agreement signed by all parties.
15. **Waiver.** If on party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
16. **Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable an shall be modified, amended or limed only to the extent necessary to render it valid and enforceable.

SIGNATURE OF RENTER:

NAME: _____

BUSINESS: City of Green River/Overland Stage Stampede

ADDRESS1: 50 East 2nd North

ADDRESS2: Green River, WY 82935

CONTACT PHONE: (307) 872-0500

SIGNATURE OF OWNER:

Larry S. Lloyd, Executive Director

Sweetwater County Events Complex

3320 Yellowstone Road

Rock Springs, WY 82901

307-352-6789