

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with James Gang Amusements, LLC for a Carnival to be Held at the Sportplex March 29 – April 6, 2024

WHEREAS, the City of Alexander City has an opportunity to host a community carnival; and

WHEREAS, James Gang Amusements, LLC has presented an agreement, shown as Attachment “A”; and

WHEREAS, as part of the agreement, they will donate twenty percent (20%) of gate proceeds towards the Imagination Station.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Alexander City authorizes the mayor to enter into an agreement, shown as Attachment “A”, with James Gang Amusements, LLC for a carnival to be held at the Sportplex.

ADOPTED THIS 1ST DAY OF APRIL, 2024.

FOR PUBLIC RELEASE

By: Audrey “Buffy” Colvin, President
Alexander City Council

AUTHENTICATED THIS 1ST DAY OF APRIL, 2024.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis “Woody” Baird,
Mayor

Yeas: Tapley, S. Hardy, E. Brown, Colvin, C. Brown, Keel

Nays: None

ENGAGEMENT CONTRACT

1. THIS CONTRACT and Agreement, made and entered into this, the 1 day of April, 2024, by and between James Gang Amusements LLC herein represented by Rodney James, General Agent, who shall hereinafter be known as Party of the First Part, and The City of Alexander City herein represented by Mayor Curtis "Woody" Baird, who shall hereinafter be known as Party of the Second Part.
2. WITNESSETH: That for and in consideration of the sum One Dollar in hand paid to each other, the receipt of which is herein acknowledged, and other good and valuable considerations hereinafter set forth, both parties aforesaid bind themselves as follows, TO WIT:
3. Party of the First Part agrees to present a Unit, consisting of high-class shows, riding devices, concessions, illuminated towers, music, etc., in the City of Alexander City County of Tallapoosa, State of Alabama for the period of 4 days and/or nights, commencing on the 3rd day of April, 2024, and ending on the 6th day of April, 2024.
In the case of death or sickness of any performer, the Party of the First Part shall not in any way be liable for any damages or expenses caused such, nor by any failure or delay in presenting its attraction as hereinafter provided if caused by war, riots, strikes, government regulations, labor difficulties, truck accidents or delay, fire, flood, adverse weather conditions, cyclone, epidemics or any unforeseen occurrence over which the Party of the First Part has no control.
4. That: Party of the First Part shall have the EXCLUSIVE on all shows, rides and concessions, during the life of this contract, unless otherwise stated herein. James Gang Amusements LLC holds EXCLUSIVE RIGHTS to sell: COTTON CANDY, CANDY APPLES, SNO-KONES, POPCORN, CORN DOGS, FUNNEL CAKES and PIZZA.
5. Party of the First Part shall purchase all required City licenses that may be required by law, and a copy of said documents shall be presented to Party of the Second Part to retain for its records.
6. Party of the First Part shall be responsible for renting an adequate number of portalets that shall be made available to all guests for the duration of the event.

7. Party of the Second Part shall furnish all permits that may be required by law, and a copy of said documents shall be presented to James Gang Amusements LLC to retain for its records.
8. Party of the Second Part shall ensure NO EVENTS will be executed on the Fair Grounds thirty (30) days prior to the Fair.
9. Party of the Second Part shall furnish water, dumpsters, and a suitable location of grounds known as Charles E. Bailey Sportplex and located at Upper football field parking lots, as well as Free Gate Admission Tickets for all personnel of Party of the First Part, if exhibiting where a gate admission is charged.
10. That as a consideration for the aforementioned provisions, the Part of the First Part, James Gang Amusements LLC, will pay of supply the Party of the Second Part twenty percent (20%) of the total gross ride receipts on all rides.
11. It is agreed and understood by both parties to this contract that there are no verbal agreements not covered by this contract, and that should any other agreements become necessary, same shall be placed in writing and signed by both parties. This contract made subject to the approval of Rodney James/Dwayne James either by letter or wire, or approval may be indicated by the signature of an owner of the Party of the First Part.

THIS CONTRACT entered into and signed in duplicate, in the City of Alexander City, County of Tallapoosa, State of Alabama, this 1 day of April, 2024, by the duly authorized representatives of the parties hereto.

FOR PUBLIC RELEASE

FOR PUBLIC RELEASE

Party of the First Part

Party of the Second Part

By _____
Party of the Second Part

Witness Present _____