

BILL NO. 2019-019

ORDINANCE NO. 8267

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DOCK DOGS, INC. FOR A SPECIAL EVENT SCHEDULED ON OCTOBER 5, 2019.

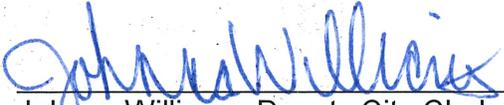
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

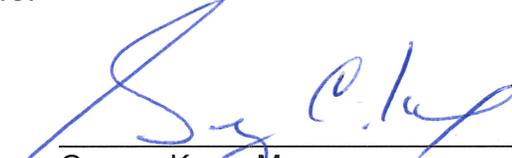
**Section 1.** The agreement attached hereto as "Exhibit A" and incorporated herein by reference is hereby approved as a contractual obligation of the City of Nevada, Missouri.

**Section 2.** The City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and to attest same.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this 21st day of May, 2019.

(seal)  
ATTEST:

  
Johnna Williams, Deputy City Clerk

  
George Knox, Mayor

**AGENDA ITEM**

May 7, 2019

Subject: Dock Dogs Contract, 2019 Flannel Fest

Department: Parks and Recreation

The Parks and Recreation Department is planning the 2019 Flannel Fest event on October 5, 2019 which includes the Dock Dogs Canine Aquatic Show. The overall cost of the afore-mentioned show is \$6000, which is budgeted as part of the 2019 Tourism budget.

To secure the date of this popular, nationwide attraction, a deposit of \$3000 is necessary. Therefore, the department is requesting approval of the attached contract so the deposit payment may be made immediately, thus securing the proposed date.

The Dock Dogs Canine Aquatic Show produces a family oriented, fun experience, and will be welcome addition to "Flannel Fest" in 2019.

Thank you.



DockDogs®, Inc.  
5690 Wolff Road  
Medina, OH 44256  
T. 330.241.4975  
grant.reeves@dockdogs.com  
www.dockdogs.com

## EVENT AGREEMENT

The following agreement is entered into by DockDogs®, Inc. and City of Nevada Parks & Recreation (Nevada, MO)

### EVENT HOST

City of Nevada Parks & Recreation  
Attn: Kevin Crump  
200 N. Ash  
Nevada, MO 64772  
T: 417-448-5110

### EVENT PRODUCER

DockDogs®, Inc.  
5690 Wolff Road  
Medina, OH 44256  
T: 330-241-4975  
Fax: 330-241-4976

### EVENT DATES, TIMES & LOCATION

October 4-5, 2019  
Friday, October 4  
Set-up  
Friday, October 4  
Saturday, October 5

### EVENT TIMES

8:00 AM - 4:00 PM  
4:00 PM - 8:00 PM  
9:00 AM - 5:00 PM

### EVENT LOCATION

600 W. Highland  
Nevada, MO 64772

### EVENT FORMAT

Big Air Dogs®, Extreme Vertical®, Speed Retrieve™ competition & show schedule to be determined 6-8 weeks prior to event start date.

### TERMS

This agreement is for the FLANNEL FEST and dates described for a period of One (1) year, with a first right opportunity for any Dock Diving canine attractions and/or features for 2020.

### Total contract value:

- \$6,000.00 guarantee, for a total Organization and Operations Fee of \$6,000.00 (plus any applicable taxes)
- 2 N/S Double Bed hotel rooms (at a pet friendly hotel) within 15 miles of the venue are to be provided to DockDogs® event staff. Both rooms will be checking in on Thursday, October 3, 2019 and both rooms will check out on Sunday, October 6, 2019. Rooms can be held under the name "DockDogs®" Hotel information to be provided to DockDogs Head office 30 days prior to event set-up date.

### Terms of payment:

- 50% deposit (\$3,000.00) of fee due with return of signed contract (*non-refundable*)
- Balance of fee (\$3,000.00) to be paid on site **PRIOR** to the scheduled set up of the dock and pool for the event (October 4, 2019)
- Outstanding balances remaining after 30 days will be charged a 15% interest fee

### **CANCELLATION**

If the entire Event (all performances) are prevented or rendered impossible or infeasible by reason of any cause beyond the control of either the Host or DockDogs®, such as a cancellation of the entire Event for any reason which includes cancellation by strike or other labor condition or dispute, epidemic, civil disturbance, riot, insurrection, war (declared or undeclared) or armed conflict, an order or injunction of court or administrative body, or any other act or regulation of any public authority, act of God (including, but not limited to, inclement weather), or failure or restriction of any public or private utility, it is agreed that there shall be no claim for damages by either Host or DockDogs® and payment for DockDogs® services shall be modified to ½ of the total fee listed above (50% deposit) to cover associated operational costs and time served on the event coordination. If any portion of the performances is carried out, payment shall not be modified or reduced in anyway.

### **EVENT SPECIFICS**

DockDogs® will organize and operate a canine aquatic® dock diving competitions as scheduled by agreement with the Host during the course of the FLANNEL FEST

#### **DockDogs® will provide:**

- *Dock*
- *Pool*
- *PA equipment*
- Event staging *personnel*
- Scoring / judging *personnel*
- *Ribbons or medals, Rosettes* and other *Awards* for participants
- All necessary *administration supplies*
- DockDogs® will organize and register all competitors prior to and on-site during the event
- Prominent display of Event(s) on [www.dockdogs.com](http://www.dockdogs.com)
- DockDogs® will provide promotional materials and ad copy to Host for use in promotional activities; materials will be delivered at least 4 weeks prior to each event.

#### **Host will provide**

##### **Physical Requirements:**

- *Venue Footprint:* Approximately a *100 foot x 100 foot area* for pool and dock area; other space requirement outlined below. Competition configurations can be adapted to the venue's layout with prior approval. Additional requirements:
  - Ground surface for the pool must be level to within 6 inches over a 45 ft long and 25 ft wide area.
  - Bleachers and other seating (if YOU deem necessary): see below.
  - A judging area must be designated and clear approximately perpendicular at the 16 foot mark from the dock side of the pool and 40 feet back. Please refer to "Typical Footprint" for further clarification.
  - *Staging area* for competitors that is fenced or otherwise separated from the public and secure for dogs and crates and as described in detail below.
  - *Competition area* must be fenced or otherwise separated from the public for dogs actively competing. This area should be large enough to accommodate 15 dogs with ample space between the dogs.
  - Staging and competition areas mentioned above should be no further than 50 yards apart.
- An *adequate water supply* (approximately 27,000 gallons) to fill the large pool in a timely manner. The 40-foot pool can be filled within a half day if the event host is able to tap into a local hydrant with a hose. Another option would be to bring in multiple water trucks.

- An acceptable means of draining the pool in a reasonable time frame. Typically, the pool is simply drained directly on the ground. Other means such as pumping the pool needs to be specified and approved prior to the event.
- Host must notify DockDogs® as to the surface of the venue area. If DockDogs® determines that said surface is a possible “slip hazard” when wet, Host will be responsible to provide an additional “no-slip” surface throughout the venue (i.e. carpeting) and specifically any and all traffic areas for 15 feet around the pool.
- Adequate space for trailer, adjacent to the pool venue for DockDogs® Registration and Merchandise.
- *Additional 10’ x 10’ booth space* adjacent to the pool venue for 3 DockDogs® sponsors.
- *Bleachers* and any other spectator amenities necessary for the event will meet all local, state and federal regulations and is the sole responsibility of the host.
- *Power outlets* accessible near the venue site
  - Three separate circuits are required in order to isolate the judging equipment from power failures. Drops for power are required at the judges area (2 circuits), and at the DockDogs® registration / merchandise trailer.
- DockDogs® requires direct access to the pool venue for equipment trailer(s) and vehicles during Load-In and Load-Out.
  - A secure *parking space* adjacent to the venue area for the DockDogs® equipment trailer. The trailer may need to be on site up to a week prior to and after the event.
  - DockDogs® will need one full day prior to the event for Load-In and setup and will require a full day after the event for Load-Out. Other Load-In and Load-out requirements must be supplied in writing to DockDogs® at least 30 days in advance of the event.
- DockDogs® is responsible for notifying the host of any further equipment requirements within thirty (30) days of the event weekend.

**Insurance Requirements:**

- To the fullest extent permitted by law, DockDogs® agrees to indemnify, defend and hold host harmless from any and all claims, actions, costs, expenses, damages, fines, penalties, and liabilities, including reasonable attorneys’ fees, arising out of or resulting from the Event(s), acts or omissions of each DockDogs®, their employees or other authorized agents.
  - Prior to the start of the Event(s), DockDogs® shall furnish host with certificate(s) of insurance evidencing that each maintains insurance policies with the coverage and minimum limits below, covering contractual liability under this agreement. Such policies shall be maintained until the Event(s) has been completed and finally accepted and may not be canceled without thirty (30) days prior written notice from the insurer(s).
  - Workers' Compensation, Including Statutory Employers' Liability Insurance (statutory); Comprehensive General Bodily Injury Liability Insurance, including Contractual (\$1,000,000 per person); Comprehensive General Property Damage Liability Insurance, Including Contractual (\$1,000,000 per accident; \$2,000,000 aggregate).

### **Promotional Requirements:**

- When promoting DockDogs as a feature or attraction, Venue/Host agrees that the inclusion of DockDogs® logo, along with major DockDogs® sponsor logos and taglines, in newspaper, radio, television, web and other applicable media promotions for the DockDogs® competition promotions will be pre approved by DockDogs. For maximum impact DockDogs® has found that these should run at least one to two weeks prior to the event to achieve a minimum of 1,750,000 impressions. Major sponsors for DockDogs® are defined as their Title, Presenting, and or 3 Premium Sponsors.
- DockDogs® will supply the Host with necessary art work and photos for promotions run by the Host.
- All use of DockDogs® name(s), logos, or other devices related to the organization or events that are not supplied directly from DockDogs® must be approved by DockDogs® in advance of publication.
- Host will prominently promote their DockDogs® competitions on their website.

### **PROVISIONS or CONDITIONS**

- DockDogs® retains the rights and ownership of all images and sounds of the DockDogs® competition & practice pool venue including photographs, video, audio and any other media not specified. Use of any such materials is prohibited without the express written consent of DockDogs®.
- DockDogs® agrees to provide available personnel to participate in publicity and promotional activities on-site during the dates of the event, and remotely via telephone prior to the event. These activities may include radio, television and newspaper interviews as scheduled by the event public relations staff.
- Host agrees to provide DockDogs® with appropriate electronic versions of logos and promotional materials for inclusion on the DockDogs® website ([www.dockdogs.com](http://www.dockdogs.com)); likewise, DockDogs® will provide same, as well as promotional photos, to host.
- Host must recognize that this event is open to all dogs, regardless of breed, size or sex. Handlers must be able to enter event gates and proceed unencumbered to the pool venue with their dogs.
- DockDogs® reserves the right to postpone or cancel any event or portion of an event should the DockDogs® personnel feel conditions are not safe for the handlers or the dogs. Instances of this might be, but are not limited to, severe weather, cold weather, electrical storms and / or equipment failure.
  - If such a cancellation should occur prior to the arrival of DockDogs® personnel to an event, the final 50% Operations Fee will be postponed and the event rescheduled to a mutually beneficial time. Should a cancellation occur after the arrival of DockDogs® personnel, the entire Operations Fee would be due and the event will be rescheduled to a mutually agreed upon time.
- Failure of either party to fulfill the agreements of this contract will result in forfeiture of all claims to monies or reimbursements

### **EVENT SPONSORSHIP**

- DockDogs® reserves the right to display banners and other promotional items of any DockDogs® sponsors at the DockDogs® venue
- Should a DockDogs® sponsor conflict with an existing Host Title sponsor, DockDogs® may remove the banners and logos of this sponsor for this event only within the DockDogs Venue Area
- Host agrees to allow DockDogs® to sell DockDogs® merchandise during the course of the event, within the DockDogs® venue area only
- The acquisition and distribution of additional/new sponsorship monies by the Host which would be required to be serviced by DockDogs will be negotiated separately between Host and DockDogs®

**INDEPENDENT CONTRACTOR**

DockDogs® enters into this agreement as an independent contractor and assumes full responsibility for payment of all payroll, income taxes, social security taxes, workman's compensation and liability insurance relating to this agreement.

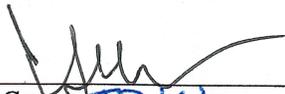
**GOVERNING LAW.**

This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Ohio. Venue for any legal proceeding, cause of action or suit arising out of or related to this Agreement shall exclusively lie with a court of competent jurisdiction in Medina County, Ohio, any legal proceeding, cause of action or suit arising out of or related to this Agreement shall be exclusively brought in any court of competent jurisdiction in Medina County, State of Ohio, and for this purpose each party expressly and irrevocably consents to the exclusive jurisdiction of said courts.

**WE AGREE TO THE ABOVE TERMS AND CONDITIONS**

  
\_\_\_\_\_  
Grant Reeves  
C.E.O., DockDogs®, Inc.

5-28-2019  
Date

  
\_\_\_\_\_  
Kevin Crump ~~JD Kehrman~~  
City of Nevada Parks & Recreation ~~City Manager~~

5/23/19  
Date

Please SIGN and return TWO copies of this agreement with deposit payment to:

DockDogs®, Inc.  
Attn: Grant Reeves  
5690 Wolff Road  
Medina, OH 44256  
T: 330-241-4975  
Fax: 330-241-4976