

Thomas Carnival, Inc.
P.O. Box 92469
Austin, Texas 78709-2469
Phone: 512-282-4442
Fax: 512-282-4444
Website: www.thomascarnival.com

CARNIVAL CONTRACT AND AGREEMENT

Date: January 2, 2009
Sponsor: City of Lake Dallas *Shannen Fields*
Attention: ~~Holly Deitrick~~, Special Events Coordinator (extension
132) (~~hdeitrick@lakedallas.com~~) *sfields@lakedallas.com*
Sponsor's Address: P.O. Box 368, 212 Main Street, Lake Dallas, Texas, 75065
Sponsor's Telephone: 940-497-2226; Fax: 940-497-4485
Sponsor website: www.lakedallas@lakedallas.com
Carnival Grounds: City Park
Dates of Event: Thursday, May 14-Sunday, May 17, 2009

In consideration of the payments and promises described below, Thomas Carnival, Inc. and Sponsor contract and agree as follows:

1. Thomas Carnival, Inc. agrees to present a combination of riding devices, sideshows and concessions that are available to Thomas Carnival, Inc.
2. Sponsor agrees that Thomas Carnival, Inc. is to hold the exclusive right to present rides, sideshows, and carnival midway concessions on the Sponsor's grounds during the term of the event. In the interest of a successful event, Sponsor agrees not to contract a carnival any time during the 90 days prior to this event without securing permission from Thomas Carnival, Inc.
3. Sponsor agrees to provide a suitable location for the carnival. This location is to be clear of refuse or other objectionable matter so that the attractions may be set up properly and so that the public shall be able to visit the carnival safely and conveniently. Sponsor shall also make provision for adequate parking space for carnival trucks and trailers, and also a suitable location for travel trailers used by employees and associates of Thomas Carnival, Inc. Thomas Carnival will leave the property in the same condition as it was when they arrived, other than normal wear and tear due to use as a carnival grounds.
4. Sponsor agrees to furnish and pay for all local licenses required to operate the carnival. Sponsor shall provide a water source for the carnival. The Sponsor agrees to furnish garbage dumpsters and toilets for carnival use. *TC \$ for the water used in the case our electrical outlets are used ~~TC~~ TC will be responsible for paying for electricity used.*
5. Sponsor should have full right of censorship over all attractions, and should any attraction be found contrary to the standards of the community, Thomas Carnival, Inc. will close attraction at request of sponsor.

6. Sponsor shall have the right at its own expense to provide ticket checkers to monitor carnival sales.

7. Thomas Carnival, Inc. shall not be liable for any damages or expenses to Sponsor caused by any failure or delay in presenting the carnival attractions if the failure or delay is caused by war, riots, strikes, governmental difficulties, transportation difficulties, adverse weather conditions or any other accident or circumstance over which Thomas Carnival, Inc. has no control.

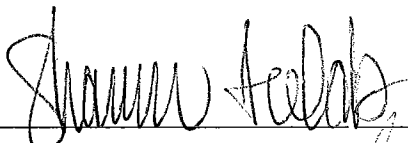
8. Thomas Carnival, Inc. carries general liability insurance that includes the Sponsor as an insured. A certificate of insurance will be provided. The Sponsor shall be covered only as described in the policy.


9. In the event of fuel shortages in the Sponsor's community, Sponsor agrees to assist Thomas Carnival, Inc. in procuring an adequate diesel fuel supply for the operation of the carnival. Sponsor shall not be responsible for the cost of the fuel.

10. Thomas Carnival, Inc. agrees to pay Sponsor 15 percent of the gross receipts of the rides only (not concessions) of all sales over \$15,000. The gross receipts are calculated as ride gross sales minus sales taxes. In addition, Thomas Carnival will pay Sponsor \$25 per game and food concession operated.

11. Any and all prior oral agreements are merged into this agreement and shall not be modified except in writing.

Signatures:

City of Lake Dallas  Date: 1-30-09

Thomas Carnival, Inc.  Date: 1-2-09

**Council Agenda Item
April 23, 2009**

April 23, 2009

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Shannon Fields, Special Events Coordinator

THROUGH: Earl Berner, City Manager *waiver*

SUBJECT: Approval of the License to operate a carnival for May 14-17, 2009.

Issue: Request of the Parks and Recreation Board to operate a carnival.
[See City of Lake Dallas Municipal Code Chapter 14, Sections 14-32, 14-51, 14-54.
Council approval, 14-55. Fee, and Section 14-58. Permitted Operations]

Background: The Parks and Recreation Board has held a carnival in May for the past 5 years. We are currently under contract with the Thomas Carnival which has been in operation since 1928 and is still being operated by Thomas family members. Besides bringing 13-16 rides and 15 games and food concessions to Lake Dallas, the Carnival also provides shaded rest areas with benches, covering for hoses and wires, signs and instructions regarding game and ride rules and operations, and easy access to staff members in case of a concern or problem. Thomas Carnival will also be providing the City advertising posters, media copy for ads, and vouchers for advance sale wrist bands.

Fiscal Impact: Thomas Carnival will pay the City of Lake Dallas 15% of the gross receipts of the rides after gross sales of \$15,000 are reached. In addition, the carnival agrees to pay \$25 per concession operated. Last year the Thomas Carnival grossed \$22,563.97 paying the City of Lake Dallas \$3,859.60. These funds are used to offset the expenses of the Lake Cities 4th of July Celebration.

Recommendation: Approval of the license *waiver* to operate a carnival in May.

Coordination: Parks and Recreation Board, City Manager and Special Events Coordinator