

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.

BILL NO. 2019-019

ORDINANCE NO.

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 _____ day of _____, 2019.

(seal)
ATTEST:

George Knox, Mayor

Johnna Williams, Deputy City Clerk

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); 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.

Date

Kevin Crump
City of Nevada Parks & Recreation

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

