



**Board of County Commissioners - Staff Report**

**Meeting Date:** March 5<sup>th</sup>, 2019

**Presenter:** Rachel Grimes

**Submitting Dept:** General Services – Fair & Fairgrounds

**Subject:** 2019 Paintball Contract

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**Statement / Purpose:**

Consideration of a contract for a paint-less paintball activity for the 2019 Teton County Fair

**Background / Description (Pros & Cons):**

Kent Messmer, Illusions Plus LLC, has been attending the Teton County Fair for 3 years and offers a unique and fun filled, non-ag event for Fair-goers! Kent will provide an inflatable paint-less paintball course, free of charge, to the public from July 25<sup>th</sup>-28<sup>th</sup>, 11:00AM – 7:00PM. The paintball arena course will be 100' x 60'. Illusions Plus LLC provides all necessary equipment and supplies for the course and the players. In 2018, his course welcomed approximately 350 players per day. The Fair Board recommended approval of the contract with Illusions Plus, LLC at their regular meeting on February 11<sup>th</sup>, 2019.

**Stakeholder Analysis & Involvement:**

The Fair Board would like to supplement the kids' corner of the Fair with this attraction for the 4<sup>th</sup> year in a row. This attraction has grown increasingly popular and also draws a new demographic to the Fair.

**Fiscal Impact:**

The fiscal impact incurred would be \$6,600. Funds will be requested in the account 32-4-032-900-002 for FY 2020.

**Staff Impact:**

Fair & Fairgrounds staff would experience some impacts in the way of administration of the contract and organization of the attraction logistics. Illusions Plus LLC is a self-contained mobile operation with its own staff to setup and take down the exhibit and perform other routine tasks involved with their run of show.

**Legal Review:**

KG

**Staff Input / Recommendation:**

Staff recommends approval of the contract with Illusions Plus LLC.

**Attachments:**

Contract

**Suggested Motion:**

I move to approve the contract with Illusions Plus LLC in the amount of \$6,600.

# Rental/Service Agreement

BETWEEN

**Illusions Plus LLC (a.k.a. Splat Inflatable's)**, 2030 Rimrock Road, BILLINGS, MT 59102, hereinafter referred to as the **ILLUSIONS PLUS LLC**, and **\_Teton County Fair, Jackson, WY\_**, hereinafter referred to as the **FAIR**, and dated this **\_15\_** day **\_** of **January 2019** **ILLUSIONS PLUS LLC**, In consideration of \$1650.00 per day for the days of July 25 – 28, 2019 for the total amount of \$6600.00 plus a hotel room with two beds for the days of July 24 - 28 will provide...

Arena Ball (paint-less paintball) includes all equipment and two operators. Please provide an area no less than 100' x 60' to setup arena. If setting up on grass the grass must be cut to the shortest setting. There must be an area where a trailer can be parked next to the arena during operation. Please provide two separate 15amp circuits for the blower. We also need access to water. This rental is good for up to 8 hours of time and must be during daylight hours or adequate lighting must be provided by FAIR.

**If setup on pavement FAIR will provide adequate tie down anchors . i.e. water barriers.**

**\*\*\* please have a map or someone who knows about any underground water lines or power lines are in the area of the setup\*\*\* ILLUSIONS PLUS LLC does not assume any responsibility for damage to any such unknown underground utilities or the like.**

## Payment is due at end of fair

It is expressly understood that the ILLUSIONS PLUS LLC is an independent contractor, that he is not an employee of the FAIR, and that the ILLUSIONS PLUS LLC is responsible for the payment of all-applicable state and federal taxes on the consideration received for his performance. FAIR IS RESPONSIBLE FOR ANY STATE AND FEDERAL INSPECTIONS REQUIRED INCLUDING ANY FEES. FAIR WILL NOTIFY ILLUSIONS PLUS LLC NO LESS THAN 30 DAYS PRIOR TO ANY INSPECTION. The ILLUSIONS PLUS LLC shall have the exclusive control over the means, method and details of fulfilling his obligation under this agreement.

### DUTY TO MITIGATE:

In the event of injury, damage, or loss due to **ILLUSIONS PLUS LLC's** negligence, **FAIR** agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

**DISCLAIMER OF WARRANTIES:**

By signing this contract, **FAIR** agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by **FAIR** is hereby disclaimed. **FAIR** understands that the only warranties pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment.

**MERGER CLAUSE:**

This signed Agreement is the entire agreement between **ILLUSIONS PLUS LLC** and **FAIR**. No amendment, whether from previous or subsequent negotiations between the **FAIR** and the **ILLUSIONS PLUS LLC**, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof.

If the rental/service is canceled or postponed for any reason, less than thirty days before show date by, or on behalf of, FAIR, then FAIR will still be liable for payment in full (100%) of the consideration provided for herein. In such event, FAIR will make this payment to ILLUSIONS PLUS LLC within ten (10) working days following the date of the scheduled performance. This agreement shall be interpreted and enforceable under the laws of the State of MONTANA.

ILLUSIONS PLUS LLC



Signature\_\_\_\_\_

\_\_Date\_\_ 2/8/2019 \_\_\_\_\_ Printed Name \_\_ Kent Messmer \_\_\_\_\_

FAIR representative Signature\_\_\_\_\_

Date\_\_\_\_\_

Printed Name\_\_\_\_\_