



Shaw & Sons, Inc.

P.O. BOX 456 ★ SEVERN, MARYLAND 21144

Roy Shaw
443-324-1470

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT MADE AND ENTERED ON THIS DATE January 13, 2023 by and between SHAW AND SONS, INC. who shall hereafter be the party of the first part, and Bridgeville Public Library of the City of Bridgeville, State of DE, who shall be hereafter the party of the second part.

That party of the first part agrees to erect and operate the following AMUSEMENT RIDING DEVICES:

A minimum of fifteen including a ride with music.

For the party of the second part in the city of Bridgeville, State of DE, for (1) One year. Event to run inclusive from October 12-14, 2023 and Sunday Rain date of October 15th

This Event is to be known and advertised as Apple Scrapple Festival

That all riding devices and outside concessions shall be under the management and control of the party of the first part and are exclusive at said event.

1. Party of the 2nd to receive 20% of the ride gross up to \$30,000.00, and 25% thereafter. Actual ride gross is determined after applicable amusement and admission taxes are deducted from the ride gross. The payment from the ride gross percentage will be paid at the end of the event along with a ticket report.
2. SHAW & SONS, INC., to provide (1) funnel cake unit and (1) pizza unit at a charge of \$400.00, to the party of the 2nd. SHAW & SONS, INC., to provide (1) cotton candy unit; there is no charge for this unit.
3. SHAW & SONS, INC., will provide a minimum of (15) game concessions. Party of the 2nd to receive \$50.00 for each unit with a guaranteed amount of \$750.00.
4. Hours of operation are as follows: Thursday 4:00pm to 9:00pm, Friday 4:00pm to 10:00pm and Saturday 10:30am to 11:00pm.
5. Pricing will be determined 30 days prior to the event by both parties. Wristbands will not be available for sale on Saturday, nor on the rain date.
6. Party of the 1st agrees to sell all ride tickets. Party of the 1st will obtain and pay for all permits/licenses Pertaining to amusement rides for this event. Party of the 1st agrees to sell all ride tickets and have two ticket booths fully staffed with two staff members, in operation on Saturday during hours of operation.
7. Shaw and Sons, Inc. shall furnish the necessary electricity for their equipment for the event.
8. Shaw and Sons, Inc. shall maintain for its own protection during the event public liability, property damage, and workers compensation insurance relating to the operation of the event. Sponsor and any other property owner identified by the Sponsor shall be named as additional insured on our general liability insurance policy for any act done or condition caused by Shaw and Sons Inc. Shaw and Sons, Inc. will supply a certificate of insurance to party of the second.
9. If any ride is inoperable on Saturday, party of the 2nd will receive a donation of \$200.00 for each inoperable unit.

It is mutually agreed by both parties hereto that no other contract of promise, written or verbal, exists between them.

In the event of Governmental controls, fire, flood, cyclone, epidemic, or any other unforeseen occurrence over which the party of the first part has no control, the party of the first part shall not be held liable for damages by the party of the second part.

Contact
Names &
Numbers:

Karen Johnson - Kempf
302 245 2038

This contract entered into and signed in duplicate in the city of Bridgeville, State of DE, this 13th day of January 2023, by duly authorized representative of the parties hereto.

Witness: _____

Party of the First Part

Witness: Jeanine G. Scott

[Signature]
Party of the Second Part