



3748 SOUTH STATE LINE STREET OKEANA, OHIO 45053
Mailing - P.O. BOX 2340 - CLANTON, AL 35046
(205) 280-8595
madisonkissl@yahoo.com - www.RentRideWorx.com

Contract For - City Of Cullman

Terms of this contract and agreement made and entered into on the 18th day of October, 2024 by and between Ride Worx, LLC. (hereafter known as the party of the first part) and the following: City Of Cullman (hereafter known as the party of the second part) for the Cullman Christkindlmarkt

Operational Times:

November 21 - 24 Thursday - Saturday 11AM - 9PM & Sunday 12 - 8PM
November 29 - December 1 Thursday - Saturday 11AM - 9PM & Sunday 12 - 8PM
December 5 - 8 Thursday - Saturday 11AM - 9PM & Sunday 12 - 8PM
December 12 - 23 Monday - Saturday 11AM - 9PM & Sunday 12 - 8PM

- 1. Whereas party of the first part agrees to the following terms:**
 - a. To furnish the Signature Wheel**
 - b. Furnish employees to erect, dismantle, and operate attractions. All operators will be in uniform during hours of operation during the event with proper identification.**
 - c. Ride supervisor and maintenance member on staff during operational hours.**
 - d. Provide transportation to and from the event for all equipment and staff.**
 - e. Furnish the requested insurance requirements**
 - f. If the Autograph Wheel is unavailable it will be replaced with the Astro Wheel**
 - g. To ensure the best possible customer service for Christkindlmarkt visitors, the City of Cullman requires that all ride operators, whether employed directly by the City or through a contracted service, are easily identifiable and adhere to the highest standards of professionalism, courtesy, and safety. Ride operators must wear the designated uniform, which includes all-black attire with no writing or logos larger than 3"x3" and a branded red hat, shirt, or pullover provided by the City of Cullman to identify them as verified Christkindlmarkt operators. All operators must be trained to assist guests, answer basic questions about the rides, and create a welcoming and enjoyable experience. Additionally, ride operators must follow all safety protocols established by the**

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City of Cullman to maintain consistency and uphold the Christkindlmarkt brand.

- h. Ride Worx shall protect, defend, indemnify and hold harmless the CITY OF CULLMAN and its elected and appointed boards, officers, and employees from any and all liabilities, expenses or damages of any nature, including attorney fees, for injury to or death of any person and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or any way connected with the negligent performance of this Agreement by act or omission, by or on behalf of property owner, or resulting from any violation by property owner's agents, employees contractors, or invitees or of any statute, law, regulation, or other legal requirement concerning a safe place of employment for workers.**

2. Whereas party of the second part agrees to the following:

- a. Provide staging area for equipment prior, during, and post event.**
- i. Provide power for operation, dismantle, and erection of attractions.**
- b. Provide water connection**
- c. Provide ample time for erection and dismantle of equipment**
- d. Provide admission/parking passes for all employees**
- e. Furnish and pay for all license and permits that may be required by law to operate rides and concessions, excluding licensing of any vehicles and ride inspection permits required by the state of Alabama**
- f. Furnish restroom facilities once the Kissel team arrives onsite**
- g. Furnish party of the first part with a suitable location to be cleared of litter, weeds, debris, and other object able matter. Location be in suitable condition to be exhibited without discomfort to the equipment or the public.**
- h. Furnish peace officers for the policing of the facility including the "midway" area.**
- i. Furnish a location for a housing unit to be placed during the event equipped with water and power connection.**
- j. The City of Cullman shall operate the point of sale (POS) system for all transactions related to this agreement. The City of Cullman agrees to provide Ride Worx with shared access to the POS system for the purpose of monitoring sales, verifying**

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transactions, and ensuring transparency in the calculation of gross revenue. Both parties shall have access to all relevant sales data and reports generated by the POS system.

3. Gross revenue from \$0-\$50,000 party of the fist part shall receive 100% of the revenue.

Gross revenue from \$50,001 and above party of the first part shall receive 80% of the revenue

4.The City of Cullman shall remit payments to Ride Worx on the Friday following each weekend's closeout, unless otherwise specified in writing by both parties. Payments will be based on the verified gross revenue as recorded in the point of sale system and in accordance with the agreed-upon revenue sharing structure.

5.Ride Worx shall assume full liability for the operation, maintenance, and safety of the Ferris Wheel, as well as for the conduct and safety of all employees associated with its operation. Ride Worx agrees to provide proof of insurance, including general liability and workers' compensation coverage with a minimum coverage amount of \$3 million per occurrence, with the City of Cullman named as an additional insured. The insurance policy shall be maintained for the duration of this agreement, and a copy of the insurance certificate must be provided to the City of Cullman prior to the commencement of operations and upon any renewal or modification of coverage.

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Ride Worx, LLC.

DocuSigned by:
By Madison Kissel Madison Kissel
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(Party of the first part)

ORGANIZATION

Signed by:
By Nathan Anderson Nathan Anderson
3C481F46D047458
Title Executive Director
(Party of the second part)
(Signed by authorized member of organization)

(Mailing Address) PO Box 788
Cullman, AL
35056

(Phone) 256.73

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