

ORDINANCE NO.: 2024-79

FIRST READING August 12, 2024

SECOND READING WAIVED

INTRODUCED BY: JERRY CANTON

THIRD READING WAIVED

ORDINANCE APPROVING THE CONTRACT BETWEEN FLOWER ENTERTAINMENT, INC. AND THE VILLAGE OF SOUTH RUSSELL FOR VARIOUS SERVICES FOR THE 2024 FALL FESTIVAL, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to retain certain entertainment services for the 2024 Fall Festival, including Party Pals with a mobile farm, Bubble Wanda, face painting, obstacle course, and bounce house;

WHEREAS, Flower Entertainment, Inc. ("FEI") is in the business of providing such entertainment services and has provides the Village of South Russell with a proposed contract ("Contract"), a copy of which is attached hereto and incorporated herein by reference as **Attachment 1**; and

WHEREAS, Council desires to approve such Contract with FEI.

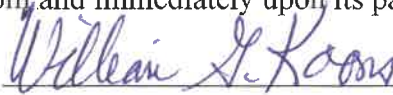
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Contract, attached as **Attachment 1**, between FEI and the Village of South Russell is hereby approved pursuant to the Contract's terms and conditions.

SECTION 2. The Mayor is hereby authorized to execute the Contract on behalf of the Village.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and to secure the Contract for the upcoming Fall Festival; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2024-79 was duly enacted on the 12TH day of AUGUST, 2024, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danell Romkowski
Fiscal Officer

PLEASE READ ENTIRE CONTRACT

Flower Entertainment, Inc.
2165 Garden Dr.
Wickliffe OH 44092
Phone 440 944-0278 Fax 440 944-2453

Contract #: 610
Village of South Russell
Libby Sharkey
Date & Time of Show: 9/29/2024
Raindate: 10/6/2024
1:00 to 5:00 PM
Location of Event: Village Park 1000 Bell St Chagrin Falls
Contact at Event: Libby

Total Fee: \$4000.00

\$1500.00 non-refundable deposit to be returned along with one copy of contract within 7 days

We accept all credit card payments through Square, **not over the phone or via email.**
To pay via PayPal, click this link. https://paypal.me/FlowerClown?locale.x=en_US
CashApp (\$SKernFowler) or Venmo (@flowerentinc) **Please inform if you paid via an app**
Please write date of show on memo area of the check

Please give balance to entertainer, **upon arrival**, in a sealed envelope
\$2500.00 balance to be paid to **Flower Entertainment Inc.** on the day of the show.

Party Pals will bring their Mobile Farm & 3 ponies for rides 1-5 PM
Bubble Wanda will bring Bubble fun 2-4 PM
Taraka will be Face painting 1-4 PM
Rae will be Face painting 1:30-4:30
Sue will be Face painting 2-5 PM
3E will deliver, setup and remove the 40' Obstacle course & Combo bounce House with generators

Cell phone for use only on the day of show in case of emergency. Thank you! 440.476.7628

Note: Please provide a table & chairs for face painters, airbrush & henna artists, or caricature artists. Magicians require enough space for their magic case and kids to sit in front of them. Entertainers need shade, a tent or indoor accommodation in extreme heat. If you put them in the direct sun, the show will not proceed & your full balance will be due. Please be considerate. If you cannot provide, please inform us prior to the event date.

TERMS OF THE CONTRACT:

- 1. Cancellation Policy:** Should the customer booking the performer decide to cancel the performance with less than 48 hours notice to Flower Entertainment Inc. (FEI) except in the case of natural disaster such as fire or flood or inclement weather: That the customer agrees to forgo the deposit to Flower Entertainment Inc. If booking is made less than 7 days prior to the event date and customer needs to cancel, customer must obtain a verbal or written cancellation confirmation or deposit is non-refundable and will be paid to the artist that was booked for the event.
- 2. Flower Entertainment Inc. reserves the right to cancel any performance. Performances would only be canceled in the case of emergency. Such as death of entertainer, verified illness, acts of God, or other emergencies. Flower Entertainment Inc. reserves the right to select an alternate Performer/Artist.**
- 3. The customer hereby agrees that they can only book additional shows or any leads obtained as a result of the Performer/Artists appearance through Flower Entertainment Inc. This term is to protect FEI from entertainers and clients subverting our services to acquire entertainers for future events.**
- 4. If the terms of the contract are acceptable a signed contract must be returned along with paid deposit within 7 days, to ensure performance and date. If you need longer to pay the deposit, please let us know. No show date is secure until a signed contract and deposit are received.**

Flower Entertainment Inc. rep.

Stacy Kern-Fowler

Client

William S. Koons
8-12-24

Date: 7/31/2024