



SNYDER'S AMUSEMENTS

3435 Sportsman Road

Greencastle, Pa 17225

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AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ____ A.D. 2020, by and between the above named, herein after referred to as the party of the first part, and the organization the City of Hyattsville (COH) herein after referred to as the party of the second part.

Both parties hereby acknowledge & mutually agree to as follows:

1. The party of the first part agrees to present their Amusement Rides, & Concessions, in the City of Hyattsville in the state of Maryland for a period of 4 days & nights. Commencing, April 23rd & ending April 26th, 2020 both dates inclusive.
2. The party of the second part agrees to furnish all licenses & permits that may be required by law to operate for the period above stated within the municipality hosting said event.
3. The party of the second part further agrees to furnish water, public restroom facility, police protection, electric for trailers & suitable location of grounds known as Magruder Park & located at 3939 Hamilton Street Hyattsville, Maryland. Party of the first part agrees to furnish electric current for operating hours.
4. Party of the first part shall operate all rides, shows & concessions exclusively, unless otherwise stated herein during the life of this contract.
5. Party of the Second Part to furnish all ticket sellers
6. Party of the first part to have free space for concession trailers & exclusive selling rights on Popcorn, Caramel Corn, Cotton Candy, Candy & Caramel Apples, and Funnel Cakes without exceptions by the party of the first part. The party of the second part agrees to prohibit the sale on part of the grounds the items listed in this paragraph by anyone except the party of the first part.

7. Terms:

- Hours of operation and Pay one price (pop) pricing will be as follows:

Thursday April 23, 5-9 p.m. \$20 pop, Friday April 24, 5-10 p.m. \$22 pop, Saturday April 25, \$25 pop, and Sunday April 26, 12-5 p.m. \$20 pop. Tickets will be \$1.25 each or 20 for \$20 or 40 for \$38

-We will be equipped to take credit cards as well as cash at the ticket booth windows.

-After 10% is deducted for amusement tax, Snyder's will receive 80% and COH shall receive 20% of the gross ride ticket sales.

-Snyder's will pay to COH \$25 per game concession and 10% from the food concessions operated at the event

8. First party shall police carnival area for debris nightly, but is not responsible for final cleanup of grounds. However, we shall make every effort to leave the property in the condition it was found in or better.
9. Second party further agrees to use their influence to prevent other like attractions from exhibiting in or near city until after termination of this agreement.
10. Both parties agree that in case of accident or delay, strikes, labor or cancellation of insurance, fire, flood, cyclone, epidemics, or state ride inspection, and any other unforeseen occurrences over which the party of the first part has no control, the party of the first part is not held for damages by the party of the second.
11. The party of the first part agrees to furnish a certificate of insurance, showing evidence of protection against personal injury due to any fault or negligence on the part of the party of the first part.
12. Both parties mutually agree that this contract cannot be cancelled or extended due to the reason of inclement weather, unless agreed upon by both parties.
13. The first party will settle up on all ticket sales nightly with the second party.

In witness whereof the parties hereto set their hands and seals in the city of _____ the state of Maryland.
This the _____ day of _____ A.D., 20____, by the duly authorized personnel of the parties hereto.

ORGANIZATION

By _____

Party of second part

SNYDER'S AMUSEMENTS INC

By _____

Party of the first part

COMMITTEE CHAIRMAN

NAME _____

ADDRESS _____

CITY _____

PHONE _____

EMAIL _____

WEBSITE: SNYDERSAMUSEMENTS.COM