



PARADE FLOAT DESIGN AND CONSTRUCTION AGREEMENT

ENGAGEMENT

On this date, ^{8 May} ~~March 19~~, 2019, Tooele County _____ (Client) desires to engage Modern Display Service, Inc. (Contractor) to design, construct and provide a parade float based on a design to be submitted by Contractor and approved by Client. A copy of the approved design will be attached hereto for future reference. Contractor hereby accepts the Engagement according to the specific Terms and Conditions set forth herein.

CONSIDERATION

As Consideration for the services set forth herein, the sufficiency of which is hereby acknowledged, Client agrees to pay Contractor the amount of \$13,000.00, (Thirteen Thousand Five Hundred dollars) plus any applicable taxes or fees.

A retainer equal to 50% of the total of contracted amount shall be due and payable within 48 hours upon the execution of this Agreement. Construction of the parade float set forth in this agreement will not begin until the retainer is received. Any delay in payment of the retainer will result in the delay of completion of the parade float, forfeiting any guarantee that the float will be ready for the parade dates listed in this agreement.

Final payment is due upon receipt of a final invoice from Contractor.

SPECIFICS OF THE WORK

Contractor will construct the parade float on a float chassis supplied owned and maintained by Client. Client acknowledges that it may be necessary for Contractor to make minor modifications to its float chassis in order to successfully complete the parade float as designed and hereby gives Contractor approval to make such modifications as necessary.

Contractor will provide all transportation to and from the Days of 47 parade site and conduct the finished float through the Days of 47 parade. Contractor will make minor "touch-up" modifications as necessary to repair any minor damage attributable to the movement of the float.

Client will be responsible for transporting the float to and from parade site and conducting the float through parade(s) other than the Days of 47 parade. Days of 47 parade services will be covered by Modern Display. Client will be responsible for maintaining all mechanical elements of the parade float, including but not limited to; fuel, oil, mechanical fluids, coolant, tires, battery charge, etc. Should Client require Contractor to assist them in any repairs or maintenance of the float, this will be accomplished as a separate fee item over and above the amount of this Agreement.

Client will at end of summer parade season, light the parade float with LED lights for the upcoming Christmas season parades.



CREATIVE WORKS

The design and construction of parade floats is a creative work and an imperfect science. As such, there are variables that may affect the final product. Variables such as dimensions of the float chassis, lines of sight for the driver, and design variables may result in alterations to the approved design. Contractor will make every reasonable effort to provide a finished product that is as true to the approved design as possible. Client acknowledges that minor design variations may be necessary and relies on the Contractor to make any modifications in accordance with the overall design of the parade float. Client hereby allows the Contractor to make minor design modifications or changes and will rely on Contractor's expertise and experience in making such modifications as necessary.

All designs, renderings, samples and models shall remain the sole property of the Contractor. All props, decorations and other items associated with the construction of the parade float, with the exception of items specifically provided by the Client, shall remain property of the Contractor.

Contractor shall determine the method, details, and means of performing the work. Client shall have no right to, and shall not, control the specific manner or determine the specific method of performing the work.

TERM and TERMINATION

This Agreement will commence on the date first set forth above and expire upon completion of the work and/or delivery of the finished work product.

Either party hereto shall have the right to terminate this Agreement upon no less than 30 days written notice. Should either party allege material breach of this Agreement as grounds for termination, said party shall give the other party sufficient notice and/or time to remedy any alleged breach of contract.

Should Client cancel the parade float prior to the first parade date because of national or state emergency, natural disaster, act of war, terrorism, damage or destruction to the parade venue, invocation of law, strike or other extreme circumstance beyond Client's control, Contractor shall be entitled to recover its actual costs incurred as liquidated damages.

Should Client cancel the parade float prior to the first parade date because of non-emergency business, political or economic factors, Contractor shall be entitled to compensation for cancellation based on the timeline outlined below:

- Less than 60 days prior to first parade – 50% of the total of this Agreement
- Less than 40 days prior to first parade – 75% of the total of this Agreement
- Less than 20 days prior to first parade – 100% of the total of this Agreement

INDEPENDENT CONTRACTOR

This Agreement establishes an independent contractor relationship between the parties. Nothing herein shall be construed to establish any partnership, joint venture or employment relationship between the parties.



INDEMNIFICATION

To the fullest extent permitted by law, each party hereto shall defend, indemnify and hold harmless, the other, its parent, owner, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, demands, actions and causes of action arising out of or related to this Agreement, provided, however, that the Indemnifying Party shall not hold the Indemnified Party harmless from the Indemnified Party's own negligence, gross negligence, willful misconduct or violation of law.

Each party hereto shall provide the other, upon request, proof of insurance with coverage in the amount of not less than \$1,000,000, naming the other party as an additional insured.

GENERAL PROVISIONS


This Agreement, including any attachments or addendums, constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

This Agreement shall be construed in accordance with, and governed by the laws of the State of Utah.

The failure of either party at any time to require the performance by the other party of any one or more of the provisions of this Agreement shall not affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any term or provision of this Agreement be interpreted or held to be a waiver of any succeeding breach of such term or provision or as a waiver of the term or provision itself.

In Witness Whereof, the parties have executed this Agreement as of the date and year first written above.

For the Client:



Signature

Date 8 May 2019

For the Contractor:



Monet Young

Date 3/20/19

Modern Display Service, Inc.
424 South 700 East
Salt Lake City, UT 84102