

## **Balloon Event Management and Tether Balloon Services Agreement**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of February, 2022, by and between the City of Charlestown, Indiana, whose postal address is 304 Main Cross Street, Charlestown, Indiana 47111 (hereinafter referred to as “Charlestown”), and SkyCab Balloon Promotions, Inc., a Corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, whose postal address is 1200 Truman Park Drive Louisville, Kentucky, 40245 (hereinafter referred to as “SkyCab”), for the purposes of contracting for Balloon Event Management Services for the Charlestown Balloon Glow to be held June 25, 2022 (hereinafter referred to as the “Event”) at the Charlestown Little League park.

WHEREAS, Charlestown is desirous of hosting a balloon festival and is need of an organization to recruit and coordinate the hot air balloons and the activities for their festival; and

WHEREAS, SkyCab is a full service hot air balloon company and is desirous to service Charlestown for their Event; and

WHEREAS, each of the parties desires to enter into this Agreement in order to have a written document memorializing their agreement with each other, with the following conditions set out herein below:

### **I. SERVICES**

#### **1. Pre-Event Work**

- Participate in one (1) on-site meeting in Charlestown, Indiana prior to the Event date. Additional on-site meetings can be scheduled at a rate of \$150 per meeting. Teleconference meetings are included at no additional cost.
- Consult with Charlestown and form a schedule of activities for balloon operations for the Event
- Provide drafts of all liability releases to be used during event (if necessary)
- Secure location and coordinate with propane supplier, to be selected by Charlestown, and local fire department to ensure compliance with all local rules and regulations
- Pilot Recruitment
  - Develop, coordinate and send invitation packages to a comprehensive pilot mailing list that includes both private and commercial operators
  - Research and recommend a list of relevant corporate balloon programs to pursue as event sponsors, and pursue these balloons on behalf of the Festival

- Pilot Processing
  - Receive and coordinate the participant’s response and entries; evaluate and rank applications and confirm final participants by securing proper documents, insurance, and entry fees
  - Have pilots complete a Confidential Pilot Questionnaire and sign a Pilot Declaration and Statement of Responsibility
  - Execute the proper tax documents for each of the participants if necessary
  - Verify all pilot and balloon insurance credentials
- 2. Operations
  - On-site Personnel during the Event staffing our Command Center
    - Balloonmeister
    - Safety Officer
  - Briefings
    - Pilots:
      - Conduct “Master Pilot Briefing” prior to official start of event
    - Passengers
      - Execute and maintain all necessary passenger consent/liability releases from event participants and passengers on behalf of event
  - Glows
    - Ensure safe operations during glows
    - Crowd control decisions (whether to allow folks on the field)
  - Communications – SkyCab utilizes it’s own portable radio system based in our on-site Command Center that we maintain staff communications through. If needed SkyCab can provide 1 radio to Charlestown in order for them to communicate directly with SkyCab during the event.
  - Refueling
    - Provide a manifold refueling station which can accommodate up to 3 balloons refueling at one time
    - Communicate with Propane provider & update on-site personnel if refueling operation is to be delayed, cancelled, etc.
    - Communicate with Fire Department (if necessary)
- 3. Post-event wrap-up
  - Prepare, distribute and publish a post-event pilot survey and economic impact questionnaire
  - Participate in a post-event meeting with the organizers to review results of the event

## **II. Tether Balloon Service**

- A. SkyCab will provide two (2) hot air balloons for the purposes of providing tethered balloon rides to the public, weather permitting.

B. Charlestown shall provide an area sufficient in size to place two (2) tether balloons (a minimum of 300 ft x 200 ft), clear of overhead obstructions such as power lines and light poles, and the surface for the tether shall be grass. It will be necessary to bring in vehicles to secure the balloon to and it is understood that SkyCab will need to drive the vehicles on the grass; SkyCab shall not be held liable for any damage caused from driving on the grass. Charlestown shall make arrangements to have six (6) vehicles available for both balloons to be tethered to.

C. Charlestown shall provide a minimum of four (4) volunteers to assist in the processing of tether riders including signing the Tether Passenger Waiver, directing riders to the balloons, and assisting in the assembly and disassembly of the balloon and equipment. SkyCab will provide the basic crew instruction and training needed to assist with the balloon operations.

D. SkyCab will not operate the balloons in hazardous weather conditions including, but not limited to, surface winds in excess of 7-8 MPH sustained, wind sheers or turbulence in the area, rain or thunderstorms within a 75 mile radius of the Event site. Ideal wind conditions for tethered rides are 6 MPH continuous, or below.

E. SkyCab will provide tethered balloon rides weather permitting. SkyCab cannot guarantee the number of rides to be given, the duration of any tether ride nor can they guarantee a minimum height the balloon will rise to. Weather conditions dictate all of the parameters of each tether ride and are subject to change. SkyCab, and/or the Pilot-in-Command, reserve the right to exclude any passenger from the balloon at their own discretion, for any reason, as provided for and mandated by the Federal Aviation Administration and enforced by the Federal Aviation Administration.

F. The show-up cost for the tether balloons shall be \$1,000. In addition to the Show-up fee SkyCab shall receive \$10.00 per person who rides in the tether balloons, and Charlestown shall receive the balance of the per person price; the cost to the general public shall be \$15.00 per adult and \$10 per child under 8 years old for a tether ride.

G. SkyCab shall collect the money from the public and report the amount of rides provided and Charlestown's portion of the proceeds from the tether rides, and subsequently send Charlestown their ride proceeds within ten (10) days after the conclusion of the event.

## **EVENT PARAMETERS**

- \* The event format will consist of a Saturday evening balloon glow
- \* 10 Balloons participating in the event, 2 balloons will tether balloons
- \* Privately owned balloons will be paid \$300 for completing the balloon glow
- \* Commercially sponsored balloons will receive no compensation
- \* Participating balloons shall be provided the following amenities:
  - Propane for the balloon activities (balloons will arrive full of fuel, leave full of fuel). If propane is not provided Charlestown will provide each balloon with a check for \$50 or a \$50 Visa gift card
  - A meal for the pilot and crew persons

## **III. COMPENSATION**

SkyCab agrees to provide Charlestown the previously listed services for the Event for the sum of twenty-two hundred and fifty dollars (\$2,250.00), to be paid as follows:

- One thousand dollars (\$1,000.00) is due with this signed Agreement (this is a \$500 deposit for the management, and \$500 for the tether balloon reservation)
- Five hundred dollars (\$500.00) is due June 15, 2022
- The balance of seven hundred and fifty dollars (\$750.00) is due at the conclusion of the event.

In addition to the fees outlined above SkyCab and Charlestown shall share in the revenue from the tether rides as described in the Tether Ride section of this Agreement.

All fees due under this Agreement shall be paid in cash or by check in U.S. Funds by or before the dates listed. Any missed payments shall result in a suspension of services provided within this Agreement until such payments are received. Any payments made by credit card will have a 4% service fee added to the total amount due.

The Event and associated activities are 100% dependent on weather, therefore the following refund policy will apply:

- If the weather is obviously poor on June 25<sup>th</sup> and it appears there would be no way to have balloons inflate for the glow or tether rides, Charlestown may choose to cancel the event and no further funds will be due SkyCab, and no funds would be due to the participating pilots.
- If the weather looks questionable on June 25<sup>th</sup> Charlestown and SkyCab shall consult on the forecasted conditions and while SkyCab may advise Charlestown, ultimately it is Charlestown's decision to have SkyCab and the participating pilots show up at the Event site.

If Charlestown chooses to have SkyCab and the participating pilots show up at the Event site, then Charlestown will owe SkyCab their remaining balance and Charlestown shall pay the pilots their fee.

#### **IV. TERMS OF THE AGREEMENT**

A. The hot air balloon activity contemplated under this agreement is completely weather related and the minimum wind and weather safety guidelines, listed below, cannot be compromised under any circumstances. The minimum wind and weather safety guidelines are:

- Surface winds above 8-10 mph sustained (ideal wind is 5 mph or less)
- Wind gusts, shears or turbulence in excess is 10 mph
- Rain or storms within a 100 mile radius of the event site

B. This Agreement shall be in full force and effect upon execution and shall remain in effect until midnight on the 25<sup>th</sup> of June, 2022, or until the official ending of the Event, whichever occurs first.

#### **V. INSURANCE**

A. Comprehensive General Balloon Liability Insurance. SkyCab shall maintain such comprehensive general liability insurance to protect SkyCab from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operations are performed by SkyCab or by anyone directly or indirectly working for SkyCab.

B. Comprehensive General Liability Insurance. SkyCab shall maintain such comprehensive general liability insurance for other operations not directly related to the actual pilot and crew operations of the hot air balloon. This coverage shall protect SkyCab from any claims for damages for bodily injury, including wrongful death, as well as property damage, which may arise from direct non-aviation operations under this Agreement, whether such operations are performed by SkyCab or by anyone directly or indirectly working for SkyCab.

C. Comprehensive Automobile Liability Insurance. If applicable to SkyCab's scope of work, SkyCab shall maintain such comprehensive automobile liability insurance protecting SkyCab for all claims for damages or claims of property damage, which may arise from the ownership, use or maintenance of owned or non-owned automobiles, whether such activities be performed by SkyCab or by anyone directly or indirectly working for SkyCab except for automobile rentals.

D. Worker's Compensation Insurance. SkyCab shall maintain adequate Worker's Compensation Insurance in at least amounts as are required by Kentucky law for all of SkyCab's 1099 Contractor Pilots, Crew Members, and Event Staff performing duties under SkyCab's directions during the Event.

**MISCELLANEOUS PROVISIONS:**

A. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

B. This Agreement shall be interpreted under, and the law that shall be applied is the law of the State of Indiana. The proper venue for any disagreement shall be Clark County, Indiana. If a legal matter arises from this Agreement and ultimately the parties end up in a dispute that is settled through arbitration or an appropriate court of law, the party which loses the dispute shall pay the legal fees, arbitration fees, court and processing costs to the prevailing party.

C. Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her organization/company to execute such Agreements and consummate the transactions contemplated herein.

D. This Agreement shall not be assigned, either in whole or in part, by either party.

E. This Agreement shall not be altered, modified, or amended by any subsequent practices or course of dealings by the parties, nor in any manner other than in writing signed by the parties hereto. Notices shall be delivered by hand, by facsimile transmission, by nationally recognized overnight private courier, or by United States registered or certified mail postage prepaid, to the addresses first listed above.

F. This Agreement may be terminated by either party at any time in writing to the address first written above. Termination of the Agreement shall not alleviate Charlestown's responsibility to make payments by due dates listed, which become due immediately at the time of termination. At the time of the termination there shall be no further action due from either SkyCab or Charlestown and any actions, tasks, or work done by SkyCab up to the termination shall remain the work product and property of SkyCab and Charlestown shall have no rights to use any portion thereof.

G. If for any reason any term or provision of this Agreement or application thereof where circumstances shall, to any extent, be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the remainder of this Agreement and the remaining portions shall survive and remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement effective the day and year first above written, although signatures may be affixed at different times and at different locations.

**CITY OF CHARLESTOWN, INDIANA**

**SIGNED:** \_\_\_\_\_  
**PRINTED:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**SKYCAB BALLOON PROMOTIONS, INC.**

**BY:**  \_\_\_\_\_  
**TITLE:** **D. Scott McClinton, President**  
**DATE:** **February 3, 2022**