

ALL AROUND AMUSEMENT, INC.
21342 W. DIVISION STREET - LOCKPORT, ILLINOIS 60441
(815)725-2323 OFFICE (815)725-1313 FAX
AAARAAGS@AOL.COM

Robert Salerno, President

CONTRACT TO SUPPLY AMUSEMENTS

THIS CONTRACT, made and entered on this 4TH day of JANUARY 2017 by and between ALL AROUND AMUSEMENT, INC., (hereafter referred to as "**All Around**") and the VILLAGE OF ROMEOVILLE, State of ILLINOIS, (hereinafter referred to as the "**Sponsor**").

WITNESSETH: In consideration of the sum of One Dollar and the mutual promises contained herein, the parties aforesaid, mutually agree as hereinafter follows:

1. That **All Around** agrees to present its company, consisting of: Amusement ride devices, Amusement Attractions, Concessions "Fun Booths", etc., at the location, provided by the sponsor, and known as:

ROMEOFEST - ROMEOVILLE RECREATION CENTER 900 WEST ROMEO ROAD, in the Village of ROMEOVILLE, State of ILLINOIS for a period of FOUR (4) days and nights commencing August 3, 2017 and ending August 6, 2017, both dates inclusive. **All Around** likewise agrees to present its company in accordance with the terms and conditions herein contained for the 2018 Romeofest event to be held by the **Sponsor**, subject to **Sponsor's** determination of the relevant dates for the 2018 Romeofest, and for the 2019 Romeofest event to be held by **Sponsor**, subject to **Sponsor's** determination of the relevant dates for the 2019 Romeofest. Without otherwise limiting or affecting the generality of the foregoing, and without relinquishing the **Sponsor's** discretion hereunder to determine the dates of its Romeofest events and whether or not such an event shall be held during a given year, **Sponsor** discloses to **All Around** that the dates for the 2018 and 2019 Romeofest events have tentatively been scheduled as hereinafter set forth, and **All Around** represents to **Sponsor** that it is ready, willing and able to present its company for **Sponsor's** Romeofest event in each of such years in accordance with the terms of this contract: 2018 Romeofest-August 2, 2018 through and including August 5, 2018; 2019 Romeofest-August 1, 2019 through and including August 4, 2019.

Notwithstanding anything herein to the contrary, nothing herein shall be deemed to obligate **Sponsor** to conduct a Romeofest event in 2018 or 2019, and **Sponsor** may cancel or discontinue the Romeofest event in any or all of such years without liability or obligation of any kind to **All Around**. In the event that **Sponsor** elects to cancel or discontinue the Romeofest event in any of such years, **Sponsor** shall written notice of its election to **All Around** on or before December 1, of the calendar year prior to the year in which the canceled Romeofest event had been scheduled to occur.

2. **All Around** shall furnish in its sole discretion, all necessary roll tickets and ticket booth(s) at the location, provided, however, that **All Around** shall specifically be required to furnish two (2) ticket booths, one located at the eastern entrance to the area described in Exhibit B and one located at the western entrance to the area described in Exhibit B. **Sponsor** shall provide not less than two (2) volunteers to staff each ticket booth during all hours of Romeofest operation as hereinafter set forth. **All Around** shall provide not less than one on-site manager authorized to act on behalf of **All Around** during all hours of Romeofest operation as hereinafter set forth, and shall provide **Sponsor** with the cell phone number of such on-site manager on or before the commencement of Romeofest operations.

3. The **Sponsor** hereby agrees to pay for, furnish or provide all licenses, permits, taxes, 24 hour access to water and electric service, sufficient police protection, bill posting, newspaper advertising, competent ticket sellers, dumpsters, 24 hour access to portable toilets beginning on the Tuesday prior

to the start of the Romeofest event in question, a location acceptable to **All Around** for set up of its company, streets and lot privileges, and free gate admission tickets for the employees of **All Around** where gate admission is charged, parking for trucks and semi-trailers, including parking in the area adjacent to the tennis courts, and 10 parking passes for parking by **All Around** staff in the **Sponsor's** volunteer parking area. No travel trailer parking shall be permitted on any of **Sponsor's** property during Romeofest, and no employees, agents, or contractors of **All Around** (or any other persons) shall be permitted to sleep or reside upon any of the **Sponsor's** property during Romeofest. **All Around** acknowledges that it has been advised that **Sponsor** will be providing **All Around** with the use of designated portions of Recreation Center parking areas and adjacent grass areas as the location for the setup of **All Around's** company and for its parking purposes, all as depicted in Exhibit B hereto and that **All Around** finds that location to be acceptable for such purpose.

4. **All Around** shall have the exclusive right of providing all shows, amusement ride devices, amusement attractions (including inflatable novelty attractions), "fun" booths, merchandise booths (within the area allocated to **All Around** under Section 3 of this contract), provided, however that notwithstanding anything herein to the contrary, not more than four (4) concession trailers, booths or other facilities shall be provided in connection with Romeofest, and provided further, that the number of shows, amusement attractions (including novelty attractions), "fun" booths, and merchandise booths provided in connection with Romeofest shall generally be limited to a collective total of thirteen (13), but may include up to sixteen (16), space permitting. **Sponsor** may have a dunk tank for a non-profit organization. Notwithstanding any other contrary provision of this Agreement, **Sponsor** shall at all times during Romeofest have the right at its discretion to establish and permit merchandise vendors on its property outside of the area allocated to **All Around** under Section 3 of this contract.

5. **All Around** shall have the exclusive right of providing all cotton candy and funnel cakes at the location, and all its sales proceeds shall likewise belong to **All Around** and is excluded from article 6. **All Around** may provide an additional funnel cake trailer in the food court area if needed, subject to available space as determined by the **Sponsor**.

6. That as a consideration of the above mentioned, **All Around** agrees to pay the **Sponsor**, the sum of **FORTY (40%)** percent of the gross receipts from monies derived from the sale of admission tickets at the various shows and rides, after usual Government taxes, Midway Insurance and State and City sales taxes, if applicable, are deducted. **All Around** shall pay a flat sum of **\$125.00** from the sale of each "fun booth" to the **Sponsor**.

7. The proceeds of all ticket sales may be held by the **Sponsor**. The settlement for the fun booths and the percentage on the shows etc. shall be made on the closing day of the engagement. If tickets are sold by the **Sponsor**, the **Sponsor** is responsible for any and all shortages in cash or tickets, including arm bands and mega vouchers.

8. Unlimited Ride Specials (wristbands), will be offered **DAILY** from **OPENING** to **CLOSING**. for \$30.00 per person, per session.

9. Mega Pass to be pre-sold at **\$45.00** each until Wednesday at 9:00 PM, **\$50.00** during event on Thursday through Sunday, only. **Sponsor** to receive **30 %** for each pass sold. **All Around** will redeem Mega Pass vouchers during carnival hours, **Sponsor** to provide one volunteer. **Sponsor** to have Mega Passes by July 1st. Prices may be changed on tickets, wristbands and Mega Passes, provided, however, that **Sponsor** shall be notified by December 1 of the year prior to the year in which the relevant Romeofest event is to be held of any price increases proposed by **All Around**, and provided further, that the **Sponsor** shall have the right at its discretion to approve or disapprove all or any portion of any price increases proposed by **All Around**, and in the event that the **Sponsor** shall disapprove and proposed price increase or portion thereof, then the applicable prices for the items subject to any disapproved price increase or disapproved portion thereof shall be the prices set forth in the Agreement, or, if no price for a given item is set forth in this Agreement, then the price of such item shall be the price charged for a like or comparable item at the 2016 Romeofest.

10. **All Around** reserves the right to designate the location of rides, concessions and equipment in the allotted space and replace or substitute said equipment as deemed necessary. Notwithstanding the foregoing, in connection with the presentation of its company at **Sponsor's** Romeofest, **All Around** shall provide at Romeofest not less than sixteen (16) mechanical amusement rides, from those listed and described in Exhibit A hereto, and any substitution proposed by **All Around** affecting or involving a mechanical amusement ride listed and described in Exhibit A shall be subject to the reasonable prior approval of **Sponsor**. **All Around** acknowledges that **Sponsor** has designated the area depicted in Exhibit B for the setup and operations of the sixteen (16) mechanical amusement rides, and accepts that area as suitable for the setup and operation thereof. In the event that **All Around** proposes a mechanical ride substitution which is unacceptable to **Sponsor** or otherwise fails to provide the full sixteen (16) mechanical amusement rides listed and depicted in Exhibit A, during any year in which it presents its company for **Sponsor's** Romeofest event hereunder, **Sponsor** shall have the right, upon written notice to **All Around** delivered to the address provided in this contract on or before December 1 of the calendar year in question, to terminate this contract without liability or obligation whatsoever to **All Around**. Notwithstanding the foregoing, **All Around** shall supply an additional two (2) mechanical amusement rides as listed and described in Exhibit A hereto or substitute rides as reasonably approved by **Sponsor** if the available space provided to **All Around** by **Sponsor** allows for the set up and operation of such additional two (2) mechanical rides. As used herein, the term "mechanical ride" shall exclude any ride, attraction or device consisting primarily of an inflatable chamber for patrons to jump, bounce, walk, run or otherwise play in, on or upon.

11. **All Around** is to furnish and maintain in full force and effect a policy of commercial general liability insurance for personal injury and property damage with limits of not less than \$1,000,000.00 per occurrence, automobile liability insurance for bodily injury and property damage with a combined single limit of not less than \$1,000,000.00 for each accident, and worker's compensation insurance as required by law. All such coverage shall include endorsements providing that it cannot be canceled or modified without written notice to the **Sponsor**, and that it is primary and noncontributory to any insurance coverage of **Sponsor**. A certificate of said insurance shall be sent to the **Sponsor** prior to the engagement.

12. **All Around** shall not be liable nor responsible for any weather related damage to real or personal property caused by the installation of its shows or rides during the event or/nor the removal of trucks and equipment operated by **All Around**. Precautions will be taken to prevent such damage.

13. **All Around** shall furnish Electrical Generators for the operation of the Carnival Equipment, lights and sound.

14. The **Sponsor** shall pay N/A toward any Fuel used, or other Electric Power used, during the engagement.

15. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.

16. In case of railroad accident or delay, strikes, fire, flood, tornado, epidemic, acts of terrorism or any unforeseen occurrence over which **All Around** has no control, then they are not to be held liable for damages by the **Sponsor**.

17. The **Sponsor** further agrees to use its best efforts to prevent other like attractions from exhibiting in the aforesaid Village during Romeofest, but cannot guarantee the same.

18. **All Around** will furnish **150** posters for advertising.

19. **All Around** will pass all Village required inspections prior to carnival opening, not later than 5:00 p.m. on the Thursday on which Romeofest starts during a given year.

20. This contract is for presentation of **All Around's** company during the **Sponsor's** 2017 Romeofest event to be held by the **Sponsor** from August 3, 2017 through and including August 6, 2017, during the **Sponsor's** 2018 Romeofest event, subject to **Sponsor's** determination of the relevant dates for the 2018 Romeofest event,

and for the presentation of **All Around**'s company during the **Sponsor**'s 2019 Romeofest event, subject to **Sponsor**'s determination of the relevant dates for the 2019 Romeofest event, and further subject to **Sponsor**'s right to cancel or discontinue the Romeofest event as set forth in Section 1.

21. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforce ability of any other provision of the contract, unless the provisions are mutually dependent.

(REMARKS)

All Around will provide up to 100 complimentary ride wristbands for **Sponsor**'s use, at no cost or charge to **Sponsor**. (*Complimentary Mega Passes are not to be sold*). Additional wristbands over the 100 complimentary wristbands may be purchased by **Sponsor** at the per-wristband pre-sale price determined pursuant to Section 9 of this contract, and any such wristbands purchased by **Sponsor** shall be included for purposes of calculating all sums due to **Sponsor** pursuant to Section 9 of this Agreement. In the event that **Sponsor** purchases for its use an amount of additional wristbands in excess of the 100 complimentary wristbands to be provided hereunder, and **Sponsor** does not use or distribute the same, then All Around, upon request by **Sponsor** and the presentation by **Sponsor** to All Around of the unused and undistributed wristbands purchased by **Sponsor**, shall refund to **Sponsor** the price paid by **Sponsor** for each such purchased but unused and undistributed wristband.

All Around will donate \$2,000.00 for the restoration of grass areas during each year in which it presents its company under this Agreement.

All Around will donate \$2,500.00 towards Thursday evening's entertainment during each year in which it presents its company under this Agreement.

All Around and **Sponsor** acknowledge that **Sponsor** has the right under this contract to establish a food court with food vendors and/or merchandise vendors on **Sponsor**'s property in connection with Romeofest. Any conflicts with **Sponsor**'s food or attractions will be dealt with on a case by case basis and mutually resolved by both parties.

All Around employees will be uniformed and have background checks performed by the Romeoville Police Department, the results of which shall be acceptable to **Sponsor** in its reasonable discretion prior to such employees being permitted to work during Romeofest.

All Around will remove debris from ride area at the end of each night.

A 10' x 10" space for the Romeoville Police Department will be provided in the carnival area

All Around acknowledges that **Sponsor** may charge a gate or admission fee to enter the carnival/amusement area allocated to All Around under this contract, and retain the proceeds of such gate or admission fee for **Sponsor**'s use. **Sponsor** may waive this fee for Mega Pass purchasers.

All Around and **Sponsor** acknowledge that All Around will provide the following promotional offers on the days designated below during each year's Romeofest event:

Thursdays—Cancer Support and Awareness—Romeofest patrons wearing pink shirts will receive one (1) coupon good for one (1) free ride.

Fridays—Day Camp Day—Day camp participants that have preregistered with Sponsor's Romeoville Recreation Department will be admitted to All Around's attractions and receive unlimited rides from 10am to 12pm for the price of \$10.00. Notwithstanding any other term of the contract, proceeds from Day Camp Day shall be divided evenly between Sponsor and All Around.

Saturdays—Georgia Wilson/Special Recreation Association Day—Special Recreation Association members and accompanying family members that have preregistered with Sponsor's Romeoville Recreation Department will be admitted to All Around's attractions and receive unlimited rides without charge from 10am to 12pm.

All Around acknowledges that Sponsor may be placing Relay for Life collection stations at various locations throughout the Romeofest grounds, and agrees that Sponsor shall be permitted to place a reasonable number of Relay for Life collection stations within the area designated to All Around for its attractions.

All Around and Sponsor acknowledge that Sponsor may, at its election, make arrangements to permit the use of debit cards as a form of payment for Mega Passes presold by Sponsor prior to the start of a given year's Romeofest event. In the event that Sponsor elects to accept debit cards as a form of payment for Mega Passes sold prior to Romeofest, All Around and Sponsor shall evenly share the third-party debit card processing costs incurred by Sponsor in connection with the acceptance of debit cards as a form of payment.

This contract entered into and signed in duplicate in the Village of Romeoville, State of ILLINOIS, this _____ day of _____, 2017, by the duly authorized representative of the parties hereto.

SPONSOR: _____

ALL AROUND AMUSEMENT, INC.

BY: _____

BY: _____

ITS: _____

ITS: SECRETARY _____

SPONSOR PHONE NUMBER 815-886-6222

SPONSOR FAX NUMBER 815-886-6245

SPONSOR MAILING ADDRESS 900 WEST ROMEO ROAD

ROMEOVILLE, ILLINOIS 60446

CONTACT PERSON MARISSA CARDONI 815-886-6236 MOBILE 815-693-0159

CONTACT PERSON KELLY RAJZER 815-886-6040 MOBILE 815-405-1082

CONTACT PERSON _____

POLICE NUMBER (NOT 911) 815-886-7219

FIRE DEPARTMENT (NOT 911) 815-725-7227

CERTIFICATE OF INSURANCE INFORMATION

ROMEOVILLE RECREATION DEPARTMENT

900 WEST ROMEO ROAD

ROMEOVILLE, ILLINOIS 60446

ADDITIONAL INSURED: VILLAGE OF ROMEOVILLE (INCLUDE WORKERS COMP)

HOURS OF OPERATION

MONDAY _____

TUESDAY _____

WEDNESDAY _____

THURSDAY 5:00 PM - 10:00 PM

FRIDAY 5:00 PM - 11:00 PM

SATURDAY 12:00 PM - 11:00 PM

SUNDAY 12:00 PM - 9:00 PM

MISCELLANEOUS INFORMATION

FOOD PERMITS-WILL COUNTY

EXHIBIT A-MECHANICAL AMUSEMENT RIDES

RIDE	DIMENSION	TYPE
BUMPER CARS	35' X 65'	FAMILY
CLIFF HANGER	65' CIRCLE	FAMILY
COBRA	78' X 28'	FAMILY
DIZZY DRAGON	30' CIRCLE	FAMILY
FERRIS WHEEL	30' X 50'	FAMILY
FREAK OUT	50' X 70'	SPECTACULAR
FROG HOPPER	15' x 20'	KIDDIE
FUN HOUSE	12' X 75'	FAMILY
FUN SLIDE	12' X 70'	FAMILY
MINI JET	30' CIRCLE	KIDDIE
MOBY DICK	61' X 20'	SPECTACULAR
MOTORCYCLE	30' CIRCLE	KIDDIE
ORBITER	50' X 55'	SPECTACULAR
PHARAOH'S FURY	24' X 75'	SPECTACULAR
SAMBA	30' CIRCLE	KIDDIE
SCRAMBLER	30' CIRCLE	KIDDIE
SIZZLER	60' CIRCLE	SPECTACULAR
STRETCH RAIDERS	15' X 80'	FAMILY
TEA CUPS	30' CIRCLE	FAMILY
TRAIN	48' X 98'	KIDDIE
VOLKS WAGON	30' CIRCLE	KIDDIE
ZERO GRAVITY	45' CIRCLE	SPECTACULAR
GENERATOR (3)	10' X 30'	
OFFICE	12' X 45'	
FUNNEL CAKE	10' X 30'	CORN STAND
POPPER	10' X 30'	
TICKET BOX - LARGE	12' X 15'	
TICKET BOX - SMALL	4' X 8'	
AUTOMATIC-LARGE (2)	4' X 8'	

EXHIBIT B-CARNIVAL SETUP AND PARKING AREA