

AMENDMENT TO CONTRACT DATED MARCH 3, 2021 BETWEEN THE VILLAGE OF
ROMEOVILLE (“SPONSOR”) AND ALL AROUND AMUSEMENT, INC. (“ALL
AROUND”)

WITNESSETH:

WHEREAS, on March 3, 2021, the Sponsor adopted its Resolution 21-3093, approving a Contract (“Contract”) between the Sponsor and All Around pertaining to the presentation of All Around’s company to provide certain amusements as set forth in Section 1 of the Contract at Sponsor’s Romeofest event in 2022 and 2023; and

WHEREAS, after discussion, Sponsor and All Around desire to amend the Contract to revise certain applicable fees or contributions due from All Around to Sponsor in connection with the 2022 Romeofest event; and

WHEREAS, the Sponsor and All Around are amendable to amending the Contract by the execution of this amendment (“Amendment”) as hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sponsor and All Around agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Amendment as if fully set forth herein.

2. Amendment to Section 6 of Contract. Section 6 of the Contract shall hereby be amended by the addition of the following text, to be added immediately after the conclusion of the presently existing text of Section 6 of the Contract:

“Notwithstanding the preceding sentence, Sponsor shall waive the payment by All Around of the \$125.00 sum from the sales of each “fun booth” for the 2022 Romeofest event only.”

3. Amendment to “Remarks” Section of the Contract. The ‘Remarks’ section of the Contract shall hereby be amended by the addition of the following text, to be added immediately after the end of the second paragraph thereof:

“Notwithstanding the preceding sentence, Sponsor shall waive the requirement of All Around’s \$2,000.00 donation for grass restoration with respect to the 2022 Romeofest event only.”

4. Miscellaneous Provisions and Requirements.

A. Conflicts with Contract. The terms and provisions of this Amendment shall supersede and control over any contrary or conflicting terms, conditions or provisions of the Contract, but all other terms, conditions and provisions of the Contract are currently and shall

remain in full force and effect, and the same shall not in any way be altered, affected, modified, limited or construed except as expressly set forth in this Amendment.

B. Integration. This Contract and the Deed set forth all Contracts, understandings, and covenants between the Sponsor and All Around, and, taken together, supersede all other written or oral Contracts, understandings or negotiations, and represent the entire Contract of the Sponsor and All Around concerning the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officers duly authorized to execute the same as of the day and year first written above.

“Sponsor”

VILLAGE OF ROMEOVILLE
an Illinois municipal corporation

By: _____
John D. Noak
Village President

ATTEST: _____
Dr. Bernice Holloway
Village Clerk

“All Around”

All Around Amusements, Inc.

By: _____

Title: _____