

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

**AMENDED AND RESTATED CONTRACT TO SUPPLY
AMUSEMENTS**

THIS CONTRACT, made and entered on this ____ day of _____, 2024 and amended and restated on this ____ day of _____, 2025 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 in the years 2025, 2026 and 2027, with the 2025 Romeofest commencing August 7, 2025 and ending August 10, 2025, both dates inclusive. All Around likewise agrees to present its company in accordance with the terms and conditions herein contained for the 2026 Romeofest event to be held by the Sponsor, commencing August 6, 2026 and ending August 9, 2026 both dates inclusive, and for the 2027 Romeofest event to be held by Sponsor, commencing August 5, 2027 and ending August 8, 2027. 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 2026 and 2027 Romeofest events have tentatively been scheduled as hereinabove 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. Notwithstanding anything herein to the contrary, nothing herein shall be deemed to obligate Sponsor to conduct a Romeofest event or to include a carnival component with amusement rides and attractions as part of Romeofest in 2026 or 2027, and Sponsor may cancel or discontinue the Romeofest event or its carnival component with amusement rides and attractions 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 or its carnival component with amusement rides and attractions in any of such years, Sponsor shall provide 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 or carnival component thereof 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 15 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 shows, amusement attractions (including novelty attractions), "fun" booths, and merchandise booths provided in connection with Romeofest shall at a minimum include fifteen (15) mechanical amusement rides, provided, however that if space permits, **All Around** shall provide eighteen (18) mechanical amusement rides, with the mechanical amusement rides to be provided consistent with the provisions of Exhibit A. The parties further acknowledge that at least three (3) of the mechanical amusement rides to be provided shall be rides acquired in 2024 or later, and which have not previously been presented at a Romeofest event. **All Around** and **Sponsor** acknowledge that neither **All Around** nor **Sponsor** shall operate, offer or provide for use any form of attraction at a Romeofest event consisting primarily of an inflatable chamber or structure intended for patrons to jump, bounce, run, walk or otherwise play upon or within. **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 are excluded from Article

6. **All Around** shall provide an additional funnel cake trailer in the food court area if needed, subject to available space as requested by the **Sponsor**. If **All Around** fails or elects not to provide a funnel cake trailer in the food court area as requested by **Sponsor**, **Sponsor** may procure a funnel cake trailer operator to operate from the food court area, notwithstanding any other provision of this Agreement.

6A. 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**. **All Around** shall accept credit card payments in exchange for tickets, wristbands or Mega Passes, but shall not impose any convenience or other charge on Romeofest patrons in connection with the use of credit cards for payment, and any costs or charges imposed by the credit card processors shall be solely borne by **All Around** from its share of the receipts from credit card purchases of tickets, wristbands or Mega Passes. The settlement for the cash receipts from the fun booths and the percentage on the shows etc. shall be made on the closing day of the engagement, and the settlement for the credit card receipts for the same shall be made on the day after 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 **ONE HOUR PRIOR TO CLOSING**, for \$35.00 per person, per session. Wristbands sold on Thursday during Romeofest shall be valid from 5 to 10 pm, wristbands sold on Friday during Romeofest shall be valid from 5 to 11 pm, and wristbands sold on Sunday during Romeofest shall be valid from noon to 7 pm. Saturday wristbands shall be sold for two sessions on Saturday during Romeofest, with one session being from noon to 6 pm, and the other session being from 6 to 11pm, and a wristband for either session shall cost \$35.00, with a separate wristband being required for each session on Saturday.

9. For the 2024 Romeofest event, Mega Pass to be pre-sold at **\$60.00** each until Wednesday at 8:00 PM, **\$65.00** during 2025 event on Thursday through Sunday, only, and \$70.00 during 2026 and 2027 events, Thursday through Sunday only. **Sponsor** to receive **35 %** for each pass sold. Purchasers of pre-sold Mega Passes for a Romeofest event shall be able to redeem the same at the Romeoville Recreation Center, 900 W Romeo Road on the Wednesday prior to the Romeofest event from 3 pm to 8 pm, and All Around shall make its personnel available to Sponsor for this purpose at this time. Mega Passes shall be sold at the east and west ticket booths during the Romeofest event, and pre-sold Mega Passes for a Romeofest event shall also be redeemable at the east and west ticket booths during the Romeofest event. Mega Passes sold during the duration of a Romeofest event must be redeemed at the location where purchased, either the east ticket booth or the west ticket booth, as the case may be. **All Around** acknowledges that at **Sponsor's** direction, it shall locate both ticket booths on the east side of the carnival. **Sponsor** to provide at least one volunteer at all other times during carnival hours to assist with Mega Pass voucher redemption. **Sponsor** to have Mega Passes by July 1st. **All Around** acknowledges that purchase of a Mega Pass shall entitle the purchaser thereof to ride all mechanical amusement rides provided by **All Around** at a Romeofest event as often as the purchaser of the Mega Pass chooses. **All Around** further acknowledges that it shall not provide, operate or offer any mechanical amusement ride at a Romeofest which would require the purchaser or holder of a Mega Pass to pay any additional fee or purchase any additional tickets or passes as a condition of riding the same.

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 eighteen (18) 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 eighteen (18) mechanical amusement rides, and accepts that area as suitable for the setup and operation thereof. If during a given Romeofest event year **Sponsor** is unable to provide the entire area as depicted in Exhibit B for **All Around's** use in connection with its performance under this contract, **Sponsor** shall so notify All Around not later than January of the year in which the Romeofest event in question is to be held. Notwithstanding the foregoing, **All Around** shall supply an additional three (3) 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 three (3) 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, pandemics (including but not limited to COVID-19), governmental orders, declarations, proclamations or requirements, epidemics, 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**, and **All Around** shall likewise not hold **Sponsor** liable in the event that **Sponsor**, in the exercise of its reasonable judgment, cancels a given Romeofest event upon prior notice to **All Around** based upon **Sponsor's** determination that it cannot lawfully, safely, practicably or responsibly be held by reason of any such railroad accident or delay, strikes, fire, flood, tornado, pandemics (including but not limited to COVID-19), governmental orders, declarations, proclamations or requirements, epidemics, acts of terrorism or any unforeseen occurrence over which **Sponsor** has no control.

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. Intentionally Omitted.

19. **All Around** will pass all Village required inspections prior to carnival opening, not later than 1:30 p.m. on the Thursday on which a Romeofest starts. Likewise, All Around acknowledges that it shall also be responsible to arrange for an inspection of all mechanical amusement rides by the Illinois Department of Labor not later than 1:30 p.m. on the Thursday on which a Romeofest starts, and in any case prior to allowing patrons or customers to ride upon such mechanical amusement rides.

20. This contract is for presentation of **All Around's** company during the **Sponsor's** 2025 Romeofest event to be held by the **Sponsor** from August 7, 2025 through and including August 10, 2025, and, subject to the provisions of Section 1, for presentation of **All Around's** company during **Sponsor's** 2026 Romeofest event from August 6, 2026 through August 9, 2026, and for presentation of **All Around's** company during the 2027 Romeofest event from August 5, 2027 through August 8, 2027.

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.

22. **All Around** shall comply with the applicable requirements of the Amusement Ride and Attraction Safety Act, 430 ILCS 85/2-1 et. seq., and shall at a minimum have one on-site operator certified in first aid and cardiopulmonary resuscitation (CPR) present at the 2024 Romeofest event whenever an amusement ride or amusement attraction is in use.

23. The parties acknowledge and agree that this Amended and Restated Contract shall supersede and replace the prior agreement between the parties approved by Sponsor on November 6, 2024.

(REMARKS)

All Around will provide up to 150 complimentary Mega Passes for Sponsor's use, at no cost or charge to Sponsor. (*Complimentary Mega Passes are not to be sold*). Additional Mega Passes over the 150 complimentary Mega Passes 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 150 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 \$2,500.00 towards Thursday evening's entertainment.

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. Additionally, All Around agrees that it shall provide a funnel cake trailer to be set up and operated within Sponsor's food court that shall be permitted to sell funnel cakes, churros, deep fried oreos, lemon shake-ups and water, with All Around having the exclusive right to sell funnel cakes from its food court and carnival locations. All Around shall be responsible to pay to Sponsor a \$1,000.00 food vendor fee for the placement of the funnel cake trailer in Sponsor's food court.

All Around employees responsible for performing duties involving (a) the operation of rides or staffing of fun booths, or (b) the set-up and takedown of rides, fun booths and attractions 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 shall be responsible to pay for the cost of all such background checks, which cost shall be the same cost as billed to the Village by its third party vendor performing such background checks. All Around shall submit its list of employees required to undergo background checks to Village on the Thursday which is one week prior to the start of the Romeofest event, and shall submit any additional supplementary list of additional employees required to undergo background checks by the Tuesday prior to the start of the Romeofest event. All Around and/or its employees may contest the results of the background checks on the Wednesday prior to the start of Romeofest. If necessary, All Around may submit additional employees for background checks from 10:00 am to 2:00 pm on the Thursday and Friday of the Romeofest event. Upon receipt of employee list information from All Around, the Romeoville Police Department shall furnish a list to All Around within 48 hours thereafter of the results of the background checks. Employees successfully passing the background checks shall wear color coded lanyard ID cards issued by Sponsor through its Police Department, with green lanyard ID cards indicating that workers can operate rides or staff fun booths, and red lanyard ID cards indicating that workers can only set-up and take down rides, attractions and equipment. All Around employees who have passed the required criminal background checks shall appear at a location to be designated by Sponsor, anticipated to be in the vicinity of the east side ticket booth, on the Wednesday prior to a Romeofest during the hours of 10:00 am to 2:00 pm prior to the commencement of the Romeofest event to have the lanyard ID photos taken and the id cards issued. No All Around employee shall work in either category for which a color coded ID is required without successfully passing the background checks and receiving the appropriate ID card.

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

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 shall have the right, prior to each year's Romeofest event, to establish pricing for its rides, attractions, fun booths and the like, whether by a set number of tickets or by the payment of money or otherwise, but all such pricing shall be established and communicated to Sponsor by 5:00 pm on the Monday prior to the start of a Romeofest event, and once established, such pricing shall remain constant for the entirety of that year's Romeofest event.

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:

Fridays—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 3pm to 5pm.

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.

All Around and Sponsor acknowledge that Sponsor may, at its election, make arrangements to permit the use of credit cards for the purchase of tickets, wristbands or Mega Passes, and that the processing charges for the same during the 2025 event shall not be passed on to Romeofest patrons or customers, but shall be borne by All Around from its share of the receipts from such sales. During the 2026 and 2027 Romeofest events, All Around may likewise at its election, make arrangements to permit the use of credit cards for the purchase of tickets, wristbands or Mega Passes, and may pass on the charges imposed by its credit card service provider to Romeofest customers and patrons, up to a maximum charge of 3.5% of the transaction amount; any credit card processing fees or other related fees in excess of 3.5% of the transaction amount shall be borne by All Around from its share of the receipts from such transactions.

In the event that All Around has vendors as part of its company at a Romeofest, All Around is advised that it is responsible for reporting the following information with respect to its vendors:

- name of the vendor's business
- name of the person or persons engaged in the vendor's business
- permanent address of the business
- Illinois account id number of the business
- dates and location of the event

Send the report to the:
SPECIAL EVENTS UNIT
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19035
SPRINGFIELD IL 62794-9035

The report is due no later than the 20th day of the month following the month during which the event was held.

This contract entered into and signed in duplicate in the Village of Romeoville, State of ILLINOIS, this ____ day of _____, 2024, by the duly authorized representatives 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 MICHIEZI 815-886-6236 MOBILE 708-930-0999 _____

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 2:00 PM - 11:00 PM

SUNDAY 12:00 PM – 7:00 PM

MISCELLANEOUS INFORMATION

FOOD PERMITS-WILL COUNTY

EXHIBIT A-MECHANICAL AMUSEMENT RIDES

All Around represents to Sponsor that as of the date of the approval of this Agreement by Sponsor, All Around has placed orders for new mechanical amusement rides which are in process, and that as a consequence, All Around is presently unable to provide a definitive listing of the mechanical amusement rides to be presented at the 2025 Romeofest, contrary to the parties' past practice of including such a listing in prior Romeofest carnival agreements. Accordingly, the parties shall defer the preparation of a definitive list of mechanical amusement rides for inclusion as a part of this Exhibit A until such time as All Around is able to determine which rides it will be able to present at the 2025 Romeofest based on the status of the orders for new mechanical amusement rides, which time shall be not later than May 1, 2025. Upon All Around making such determination on or before May 1, 2025, the parties shall then mutually approve a new Exhibit A for inclusion into this Agreement to memorialize the rides to be provided at the 2025 Romeofest, which shall be substituted into this Agreement in lieu of this Exhibit A upon the approval of Sponsor's Director of Parks and Recreation and All Around's authorized agent, without the need for further action by Sponsor's Board of Trustees. Such Exhibit A shall at provide that of the minimum fifteen (15) mechanical amusement rides to be provided by All Around, 4 of such rides shall be "Spectacular" class rides, 4 shall be "Kiddie" class rides, and 7 shall be "Family" class rides. "Spectacular", "Kiddie", and "Family" classes of rides shall be determined by reference to and comparison with the rides denominated in such categories in Exhibit A to the agreement between the parties that applied to the 2024 Romeofest event. Thereafter, this new substituted Exhibit A shall be updated annually by the parties in the same manner, on or before May 1 of each year in which a Romeofest takes place during the term of this Agreement.

EXHIBIT B-CARNIVAL SETUP AND PARKING AREA