

## AMENDMENT TO CONCESSION STAND LICENSE AGREEMENT

This Amendment (the "Amendment"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, A.D., by and between the **VILLAGE OF ROMEVILLE**, an Illinois Municipal Corporation (hereinafter sometimes referred to as "Village"), and **LIGHTNING EVENT AND MANAGEMENT, LLC**, an Illinois Limited Liability Company (hereinafter referred to as Concessionaire). The Village and Concessionaire may sometimes be referred to individually as a "Party" and collectively as the "Parties".

### WITNESSETH:

**WHEREAS**, Village is an Illinois home rule municipality organized and existing under the Illinois Constitution of 1970; and

**WHEREAS**, Concessionaire and Village have heretofore entered into a certain License Agreement (the "License Agreement") to establish provisions for Concessionaire's operations of Village-owned concession stands at Village Park, Volunteer Park and the Snack Shack at the Recreation Center; and

**WHEREAS**, Concessionaire has requested the Village to amend the provisions of the Agreement to permit the Concessionaire to additionally operate the concession stand located within the Edward Athletic and Event Center, and the Village is amenable to Concessionaire's request, subject to the terms and conditions hereinafter set forth in this Amendment; and

**WHEREAS**, the Village is willing to so amend the License Agreement as more fully hereinafter set forth; and

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Concessionaire and Village hereby agree as follows:

**SECTION ONE:** Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Amendment. Concessionaire and the Village shall fully cooperate with each other in carrying out the terms of this Amendment. All parties represent that they have full authority to enter into this Amendment pursuant to law.

**SECTION TWO:** Amendment of "Facilities"; Amendment to Paragraph 3 of License Agreement. The term "Facilities", as the same is defined and used in the License Agreement, shall hereby be amended to include the Edward Athletic and Event Center. The first sentence of Paragraph 3 of the License Agreement shall hereby be amended to read as follows: " The License granted in paragraph 1 shall take effect on April 11, 2018 with respect to the Concession Stands located at Village Park, Volunteer Park and the Village Recreation Center, and shall be in effect for the term and activity/use seasons reflected in Exhibit A to this Agreement, and the license granted in paragraph 1 shall take effect on April 20, 2018 with respect to the Edward Athletic and Event Center, provided, however, that this Agreement itself and the license created hereunder may be terminated in accordance with the provisions of paragraph 8 itself."

**SECTION THREE:** Amendment of Paragraph 5.G. of License Agreement. Paragraph 5.G. of the License Agreement shall hereby be amended to read as follows: "Menu. Except as otherwise specifically provided in this Agreement, the Concessionaire may sell any type of food or beverage at the Concession Stand, except that the Concessionaire shall only be permitted to sell alcoholic beverages at the Concession Stand located within the Edward Athletic and Event Center in compliance with the terms and conditions of any valid liquor license held by Concessionaire permitting the same at the Concession Stand, the applicable ordinances of the Village and the terms and conditions of the permit issued by the Village for the use of public property for the same, and subject to the right of the Village to prohibit sales of alcoholic beverages on any particular date or in connection with any particular event at the Center upon reasonable prior notice from the Village. Village further acknowledges that Concessionaire may also elect to contract with a third party to provide alcoholic beverage vending

services, provided that the same shall otherwise be in compliance with applicable laws and Village ordinances. Concessionaire acknowledges that Village currently is or during the term of this Agreement may become party to an agreement which requires the exclusive sale of nonalcoholic beverages from a certain defined family of beverage products at the Concession Stand, and agrees that it shall abide by and comply with the terms and provisions of any such agreements entered into from time to time by the Village in connection with its performance under this Agreement.”

**SECTION FOUR: Amendment of Exhibit A to License Agreement.** The terms and provisions of Exhibit A shall be amended to include the following additional provisions pertaining to Village-supplied concession stand equipment at the Edward Athletic and Event Center, and pertaining to the hours, dates and times of operation of the concession stand at the Edward Athletic and Event Center:

**Village-owned concession equipment at Edward Athletic and Event Center:**

Popcorn Machine

Microwave

Coolers

Soda Fountain

Pretzel warmer

Nacho Machine

**License Term and Hours of Operation at Edward Athletic and Event Center:**

As of the date of the Amendment to the Agreement, Concessionaire and Village acknowledge and agree that they are working cooperatively to determine the appropriate schedule for the operation of the concession stand at the Edward Athletic and Event Center, and further agree that within a reasonable time, they shall mutually determine the same, and cause the same to be memorialized in a further amendment to this Exhibit A to the License Agreement.

**SECTION FIVE: Effect of Amendment.** The terms and provisions of this Amendment shall supersede and control over any expressly conflicting terms, conditions or provisions of the Agreement, but all other terms, conditions and provisions of the License Agreement 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 by the terms, conditions and provisions of this Amendment. Any term used and defined in the License Agreement and also used or referred to in this Amendment shall have the same meaning in this Amendment as set forth therefor in the License Agreement except as otherwise provided herein. This Amendment and the License Agreement, taken together, set forth all the promises, inducements, agreements, conditions and understandings between Concessionaire and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are set forth therein Except as herein otherwise provided, no other or subsequent alteration, amendment, change or addition to the License Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

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

**Village:**

***Attest:***

**VILLAGE OF ROMEOVILLE,**

An Illinois Municipal Corporation

By: \_\_\_\_\_

Name: Dr. Bernice Holloway

By: \_\_\_\_\_

Its: Village Clerk

Name: John D. Noak

Dated: \_\_\_\_\_

Its: Village President

Dated: \_\_\_\_\_

**Concessionaire:**

**Lightning Event and Management, LLC**

By: \_\_\_\_\_

Name: John Jones

Its: \_\_\_\_\_

Dated: \_\_\_\_\_