

SECOND AMENDMENT TO CONCESSION STAND LICENSE AGREEMENT

This Amendment (the “Amendment”), is made and entered into this ____ day of _____, 2020, A.D., by and between the **VILLAGE OF ROMEOVILLE**, 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, Century Park and the Snack Shack at the Recreation Center, as well as an amendment thereto (the “Amendment”) to establish additional provisions for Concessionaire’s operations of a Village-owned concession stand at the Romeoville Athletic and Event Center; and

WHEREAS, Concessionaire and Village have mutually determined that, in light of the effects of the ongoing COVID-19 public health emergency, certain additional revisions to the Agreement and Amendment are required, all as more fully set forth in this second amendment to the Agreement (the “Second Amendment”); and

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

continue to affect the Village's use and operation of the parks and buildings where the facilities licensed to Concessionaire hereunder are located or Concessionaire's proposed usage of the facilities subject to the license granted herein to Concessionaire, or if other governmental directives of substantially similar effect shall be issued by any unit of government having jurisdiction (including but not limited to the Village Board of Trustees) that have the effect of regulating, restricting, affecting, limiting or prohibiting Concessionaire's contemplated use of the facilities subject to the license granted herein to Concessionaire on the dates and times contemplated by the Agreement or the Village's use and operation of the parks and buildings where such facilities are located, Village reserves all rights to cancel, suspend or modify Concessionaire's access to and use the facilities subject to the license granted herein to Concessionaire at it deems necessary to ensure compliance with all applicable Executive Orders and other governmental directives relating or pertaining to COVID-19 mitigation and compliance, without financial or other liability therefor to Concessionaire, notwithstanding the impact of such action by the Village on Concessionaire's business operations. Concessionaire likewise acknowledges that it is subject to and shall comply with all applicable Executive Orders and other governmental directives relating or pertaining to COVID-19 mitigation and compliance as the same may apply to its actions taken pursuant to the license granted by the Agreement. The preceding provisions shall apply in like measure to any other public health emergency or other emergency for which a gubernatorial disaster declaration shall be issued.

SECTION FIVE: Romeoville Athletic and Event Center Expansion Project. Village and Concessionaire acknowledge that Village has advised Concessionaire that the Village is presently in the construction phase of the expansion of the existing Romeoville Athletic and Event Center (the "Expansion Project"), and that the ongoing progress and conduct of the Expansion Project may affect Concessionaire access to and use of the Center and the concession stand therein subject to the license created by the Agreement. To avoid potential conflicts between Concessionaire's use of the concession stand within the Romeoville Athletic and Event Center, the Village reserves the right, upon reasonable prior notice, to reschedule one or more dates and times of Concessionaire's use of the concession stand within the Romeoville Athletic and Event Center as otherwise contemplated by this Agreement. Village represents that if necessary as a result of the Expansion Project, it shall use its best efforts with Concessionaire to agree upon mutually agreeable revisions to Concessionaire's use of the concession stand in the

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: _____

By: _____

Name: Dr. Bernice Holloway

Name: John D. Noak

Its: Village Clerk

Its: Village President

Dated: _____

Dated: _____

Concessionaire:

Lightning Event and Management, LLC

By: _____

Name: John Jones

Its: _____

Dated: _____

EXHIBIT A—EQUIPMENT SUPPLIED BY VILLAGE AT CONCESSION STAND

Equipment

Concessionaire shall furnish and maintain, at its sole cost and expense, all equipment necessary to carry out the operation of the concession stands, and which shall remain the property of the Concessionaire upon termination or expiration of contract. Following is a list of equipment owned by the Village that is currently provided and available for use by the Concessionaire. The Village will ensure that all existing equipment is in good working order prior to Concessionaire occupancy. Concessionaire shall be responsible for all equipment cleaning, and for notifying Village of the need for any repair or maintenance work on the Village equipment.

Concessionaire will be responsible for any damages to the Village's concession equipment above and beyond normal wear and tear. Any damaged equipment will be subject to review by the Village and Concessionaire. In the event of damage to Village property or equipment beyond normal wear and tear, the security deposit will be applied to the costs of repairing such damage or replacing damaged property or equipment, and any unpaid damage costs not covered by the security deposit will be billed to the Concessionaire under the contract. All replacement or repaired property or equipment will be owned by the Village.

Village-owned concession equipment at Volunteer Park:

- Refrigerator/Freezer
- Microwave
- Hot dog warmer
- 3 compartment sink
- Cooler
- Counter space
- Nacho Cheese Machine
- Coffee Maker

Village-owned concession equipment at Village Park:

- Refrigerator/Freezer
- Cooler
- Microwave
- 3 compartment sink
- Counter space
- Shelving rack
- Nacho Cheese Machine
- Coffee Maker

Village-owned concession equipment at Snack Shack:

- Refrigerator/Freezer
- 3 compartment sink
- Cooler
- Counter space
- Shelving rack
- Nacho Cheese Machine
- Coffee Maker

Spring 2018 activity/usage season beginning April 1, 2018, and thereafter during scheduled activity/usage seasons at the Romeoville Athletic and Event Center through December 31, 2022. Village and Concessionaire acknowledge that the intent of the license under this Agreement is to ensure that the Romeoville Athletic and Event Center is open and operating during appropriate times during scheduled activities, events and usage seasons at the Romeoville Athletic and Event Center, and pledge to work cooperatively together in good faith to achieve this result. Upon request of the Romeoville Athletic and Event Center, Concessionaire shall provide a written supplement to this Exhibit A to more particularly describe the schedule of operations for the concession stand at the Romeoville Athletic and Event Center.

Days and Hours of Operation—Within the license term as hereinabove noted for the several Village concession stands, the Concessionaire shall be responsible for keeping the concession stands open during all of the dates and times designated to Concessionaire by Village on or before February 15 of each year during this Agreement, it being acknowledged by the parties that usage of the Village facilities containing the concession stands subject to this Agreement can vary from year to year and that it is impractical to schedule the same in advance to any greater degree. Additional days or hours are at the Concessionaire's discretion, subject to the applicable ordinances, rules and regulations of the Village and the Department. Additionally, the Concessionaire acknowledges that league and tournament schedules are subject to change (i.e., additional events may be added or scheduled events may be canceled), and that the Concessionaire will be required to operate the concession stands during all league and tournament events. Weekly schedules will be sent to Concessionaire to verify game times and determine hours of operation.

Regulatory Permits, Fees and Taxes associated with Concession Stand Operation—Concessionaire acknowledges that it is solely responsible for obtaining all permits required to conduct its use of the Concession Stands as contemplated under the Agreement, and this it is responsible for all fees and charges which are due in relation to its operation of the Concession Stands under the Agreement, including but not limited to Will County Health Department permit fees and applicable taxes arising from Concessionaire's operation of the Concession Stands.