



# NORTH AMERICAN MIDWAY ENTERTAINMENT

## CONTRACT

This agreement made this 7<sup>th</sup> day of December, 2015 by and between North American Midway Entertainment - Astro Amusements, Inc. (N.A.M.E.) and the Village:

Village of Buffalo Grove  
50 Raupp Blvd.  
Buffalo Grove, IL 60089

**TO WIT:** The Village agrees to furnish a location known as Mike Rylko Community Park (on Route 83) for the erection and operation of a combination of rides, shows and concessions by North American Midway Entertainment for an event known as "Buffalo Grove Days". The park and parking lot(s) are to be closed to traffic and parking and ready for occupancy not later than 12:01 AM Monday prior to the event and and Raupp Blvd not later than 7AM Tuesday prior to event.

**THIS IS A THREE-YEAR CONTRACT EFFECTIVE FOR THE YEARS 2016, 2017 and 2018. THE PARTIES MAY MUTUALLY AGREE TO EXERCISE UP TO TWO (2), TWO (2)-YEAR OPTIONS (option 1: 2019 and 2020 and option 2: 2021 and 2022) ON THE TERMS HEREIN BY CONFIRMING SAME IN WRITING BY NOVEMBER 1<sup>st</sup> OF THE LAST EFFECTIVE YEAR OF THE CONTRACT OR OPTION.**

The Village is responsible for and agrees to:

- Furnish and pay for any and all tax, permits or licenses that may be required for the event.
- Furnish and pay for all water, lot and street privileges necessary for the satisfactory operating, conducting and placing of all attractions and concessions, the location of which must be agreeable and acceptable to North American Midway Entertainment in its discretion.
- Handling and payment for all festival advertising and promotions including, but not limited to, newspaper, radio, television, posters, flyers, coupons, etc. The Village agrees to pay for and distribute the same.
- Provide for sufficient police protection and security.
- Provide and pay for 24 hour access to sanitary toilet facilities, starting Tuesday prior to event by 8:00am.
- Provide and pay for trash receptacles (i.e. dumpsters) for midway clean up operations.
- Provide and pay (if necessary) for a parking area for semi-trailers, supply and empty trucks.
- Provide and pay for a 24 hour access to water for sanitary conditions on the midway starting Tuesday prior to event by 8:00am.
- Reimburse N.A.M.E. \$1800 for administrative costs associated with ticket sellers, cash control and office staff. The parties will review and mutually agree on any changes to this administrative cost prior to each of the two (2)-year renewals options, if exercised.

North American Midway Entertainment is responsible for and agrees to:

- Furnish and pay for 100 poster cards that the Village shall distribute throughout the surrounding community. N.A.M.E. shall send ad proof 60 days prior to event for approval.
- Furnish all electrical connections and electric current necessary for the power and illuminations of all rides, shows and concessions and other exhibits necessary for the conducting of said engagement. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of engagement.
- Provide and pay for no less than six competent and trained people to sell and care for admittance coupons for rides. N.A.M.E. will accept full responsibility for any and all shortages, office staff, cash accounting, credit card sales and midway office security. Both parties agree this will be a transparent process and the Village shall have full access to ticket boxes and the midway office during operating hours for the purpose of coupon and sales reports and audits. The Village shall receive a daily summary of midway sales and a final detailed report at the end of the event.
- Furnish uniformed and badged ride attendants and a ride foreman on the festival grounds at all times.
- Provide a \$ 10 million public liability and property damage certificate of insurance, as respects operations of North American Midway Entertainment and for the negligence of the insured only, naming The Village of Buffalo Grove and the Buffalo Grove Park District as additional insured, to include their respective officers, boards, directors, employees, agents, and successors. Said policy shall provide that it not be cancelled or materially changed without 60 days written notice to the Village of Buffalo Grove. N.A.M.E. is not responsible or liable for Buffalo Grove Days employees and volunteers. N.A.M.E. shall execute and provide to the Village of Buffalo Grove any document, including but not limited to a general release, which the Village may reasonably require in order for the Village to comply with the Village of Buffalo Grove's license agreement for temporary use.
- Clean up of its area nightly and at the close of the engagement.



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## North American Midway Entertainment further agrees:

To furnish, present and operate Midway attractions, consisting of a minimum of sixteen (16) amusement rides (space permitting) and a minimum of twelve (12) food and game concessions at the furnished location for an event known as "Buffalo Grove Days" for a period of five days ending on Labor Day in each year of this contract, specifically: Sept 1 – 5, 2016; Aug 31 – Sept 4, 2017; and Aug 30 – Sept 3, 2018. If extension options are exercised, future event dates will be: Aug 29 – Sept 2, 2019; Sept 3 – 7, 2020; Sept 2 – 6, 2021; and Sept 1 – 5, 2022. N.A.M.E. will provide the sponsor a ride list 45 days prior to the festival dates each year.

To pay the Village the sum of \$225 for each game concession or booth operated on the grounds during this engagement. Any game concession or booth that is closed or unable to operate during the event will be paid pro rata for actual days operated. This concession or booth sum will be mutually reviewed and agreed upon prior to each of the 2-year renewals options, if exercised.

To pay the Village 35% of the gross receipts from monies derived from the sale of admission tickets for rides and shows during the 2016 – 2018 contract years; 36% of same during the 2019 – 2020 option contract years, if exercised; and 37% of same during the 2021 – 2022 option contract years, if exercised. Settlement for the rides and concessions booths shall be made on Monday after the event closes.

To pay the Village \$2000 for the sole purpose of defraying advertising costs for the event. This advertising allowance will be mutually reviewed and agreed upon prior to each of the 2-year renewals options, if exercised.

This agreement is not assignable by N.A.M.E. and the Astro Amusement unit will be the exclusive representative, except with the written consent of Village, which will not be unreasonably withheld.

## IT IS FURTHER UNDERSTOOD AND AGREED:

There shall be no other riding devices, shows, attractions or game concessions, such as, but not limited to, virtual reality, Climbing walls, arcade games, Space balls, Gyrotrons, Inflatable rides, Orbitron and other rides such as pony rides other than those furnished by N.A.M.E., except those mutually agreed upon by both parties.

North American Midway Entertainment will have the exclusive privilege of selling out of its confection concessions (food trailers) on the carnival midway area the following items: cotton candy, popcorn, nachos, caramel corn, caramel apples, corn dogs, and funnel cakes. The space designated as the carnival midway area shall be mutually agreed to by N.A.M.E. and the Village.

To the extent permitted by law, each party (the "indemnifying party") agrees to indemnify the other party, its agents, employees, representatives, successors and assigns (collectively, the "indemnified party") from and against all claims, demands, liabilities, suits, actions, damages and losses for personal injury, death or property damage, including, without limitation, court costs, investigative fees and attorney's fees, arising out of the indemnifying party's performance under this Agreement, except to the extent caused, directly or indirectly, by the acts or omissions of the indemnified party.

North American Midway Entertainment assumes no liability for any damage or personal injury that may be directly or indirectly caused by streets or other locations being left open to local traffic or parking during the erection, dismantling or operation of equipment or to trespassers while equipment is not in operation. N.A.M.E. assumes no liability for reasonable or expected damage to landscape caused by the operation or set-up/tear down and removal of any of its heavy equipment. The Village is responsible for this coverage.

The laws of the State of Illinois shall govern the terms and conditions of this Agreement. Any lawsuit or claim filed to enforce the terms and conditions of this Agreement shall be brought in the Circuit Court of Cook County. In the event of such legal action, North American Midway Entertainment shall be entitled to recover its attorney's fees and costs incurred.

This agreement is subject to strikes, suspension of electrical service, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto.

There is no other contract or promise express or implied, written or verbal, other than this agreement for a combination of rides, shows and concessions. Any amendments or changes to this agreement shall be void unless reduced to writing and signed by the parties hereto. The Village agrees to keep this contract and its terms strictly confidential unless granted written permission by North American Midway Entertainment, unless as it pertains to a FOI request under law, in which case the Village will give N.A.M.E. reasonable advance notice of its disclosure.



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The Village agrees to use its influence to keep all other attractions of this nature from exhibiting on or in the vicinity of Buffalo Grove, IL until after termination of this agreement. Both parties agree to work together to make this event a success. The Village and/or sponsoring organization and its members further agree not to change its legal identity and/or authority for the purpose of seeking a release from or otherwise compromising its obligations under this contract.

#### PRICING AND OTHER TERMS:

Regular Ticket Prices for the 2016 season: 1 coupon \$1.25; 22 coupons \$25.00; 55 coupons \$60.00 Rides accept 2 – 4 coupons. Future years are subject to change at N.A.M.E.'s discretion. N.A.M.E. will give the Village at least 60 days advance notice of any such change.

Ride Specials: Pay One Price Promotions (Unlimited Rides) will be held on Thursday, Saturday & Monday.

N.A.M.E. may provide for Pre-Sale discounted coupon sheets each year to be sold to the public no later than August 1 and completed by Wed prior to opening.

N.A.M.E. will provide a 'stand alone' ATM unit on the midway

N.A.M.E. will provide midway services for BG Days Disability Program (not open to the public) on Labor Day morning.

N.A.M.E. will provide not more than 40 Pay One Price (Unlimited Rides) complimentary wristbands to the Village for their volunteers for use with immediate family, when requested.

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IN WITNESS WHEREOF, we set our hands and seals in good faith this 7th day of December, 2015.

BY: 

The Village  
Dane Bragg; Village Manager

BY: 

North American Midway Entertainment  
Thomas Thebault; Gen. Manager (Astro)

Sign all copies and return original to the address listed below or via email.

**VOID IF NOT RETURNED AND RECEIVED BY: ASAP PLEASE**

(This contract is in full force and effect only when confirmed by **North American Midway Entertainment**)