


**FIRST AMENDMENT TO AGREEMENT BETWEEN JOHNNY ROCKETS FIREWORKS  
DISPLAY, CO. AND WHEATON PARK DISTRICT**

 This First Amendment ("Amendment") is made and entered into this 02 day of FEB., 2022, by and between Johnny Rockets Fireworks Display, Co., an Illinois corporation ("Johnny Rockets") and Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and amends, modifies, and supplements, in certain respects, that certain Agreement between Johnny Rockets and the Park District dated January 4, 2019, ("Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

**RECITALS**

WHEREAS, Johnny Rockets and the Park District are parties to an Agreement regarding certain Independence Day Celebration fireworks display services for a three year period covering 2019, 2020, and 2021; and

WHEREAS, the Independence Day Celebration fireworks display was cancelled in 2020 due to the ongoing COVID-19 pandemic; and

WHEREAS, the parties desire to honor the three year commitment set forth in the original Agreement, and, as a result, seek to amend the Agreement to extend the term for calendar year 2022 to replace the year of the Agreement (calendar year 2020) that was cancelled due to the COVID-19 pandemic; and

WHEREAS, the parties have determined that it is in their respective best interests to amend the Agreement on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree to the following:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1.
2. Term. Notwithstanding anything to the contrary set forth in the Agreement, the term of the Agreement is extended for an additional year (2022). Any references to the year 2020 shall be replaced with 2022, if and as appropriate.
3. Dates and Times. Specific dates and times for the 2022 Independence Day Celebration fireworks display shall be mutually agreed to by and between the parties.
4. Fees for Services. Fees for the 2022 Independence Day Celebration fireworks display services shall be twenty-three thousand dollars (\$23,000.00).

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute but one and the same instrument. In the event any signature is delivered by facsimile or by e-mail delivery of a scanned .pdf file, such signature shall create a valid and binding obligation of the party with the same force and effect as if the facsimile or scanned .pdf signature page were an original thereof.

6. Entire Agreement; Modification. All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Amendment contain all of the terms and conditions agreed on by the parties with respect to the subject matter hereof, and no other alleged communications or agreements between the parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Amendment must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

**JOHNNY ROCKETS FIREWORKS DISPLAY, CO.**

By: *Tom Schuly*

Its: *VP D/O*

Attest: *Ashlee Auld*

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

Date: *09 FEB. 2022*

**WHEATON PARK DISTRICT**

By: *[Signature]*

Its: *M. Bernard  
Executive Director*

Attest: \_\_\_\_\_

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

Date: *2/11/22*