



NORTH AMERICAN MIDWAY ENTERTAINMENT

All Star Amusement, Inc

A Division of North American Midway Entertainment, LLC

• 2200 West Higgins Road, Suite 135 • Hoffman Estates, IL 60169 •

• Phone: 847-885-2100 • Fax: 847-885-2177 •

This agreement made this 17 day of January 2013 by and between *NORTH AMERICAN MIDWAY ENTERTAINMENT-ALL STAR AMUSEMENT, INC.*, an Illinois corporation, Party of the First Part or "All Star" and Wheaton Park District; 102 East Wesley Street, Wheaton, IL 60187 Party of the Second part. This is a three (3) year contract for the years of 2013, 2014 and 2015.

To Wit: Party of the Second Part agrees to furnish a location to be known as Wheaton Park District for the erection of and operation of a combination of rides, shows and concessions known as All Star Amusement. Party of the Second Part also agrees to furnish and pay for any tax, permits or licenses that may be required for operation, and for all water, lot and street privileges necessary for the satisfactory operation, conduction and placing of all attractions and concessions (the location of which must be agreeable and acceptable to the Party of the First Part), also to furnish and pay for the following: sufficient police protection, and competent people to care for tickets and ticket boxes.

Party of the Second Part also agrees to furnish all publicity (newspapers, radio, and television, and poster advertising) and further agrees to pay for and distribute the same. Advertising to include new North American Midway Entertainment logo.

Party of the First Part further agrees to furnish all electrical connections and electric current for the power and illumination of all rides, shows and concessions and other exhibits necessary for the conduction of said engagement. Said current to be for the operation hours and to be supplied until all attractions are dismantled at the close of the engagement.

Party of the Second Part also agrees to have on location, electrical service, water and portable toilets for All Star employees available 2 days prior to opening. If streets are used for location of said attractions, Party of the Second Part agrees to have them closed to traffic and parking 2 days prior to opening.

IN CONSIDERATION OF THE ABOVE, Party of the First Part agrees:

To furnish, present and operate Midway attractions, consisting of amusement rides and concessions at Wheaton, IL for a period of ⁴ ~~18~~ days, starting May 30th (hereinafter referred to as "opening" or "opening day") and ending June 2nd (hereinafter referred to as "closing" or "closing day"), also referred to as "year" or "term" 2013 for an event known as Taste of Wheaton Week (herein referred to as "engagement"). Dates for 2014 & 2015 to be agreed upon by both parties to be at a similar time.

To pay the Party of the Second Part the sum of one hundred dollars (\$ 125.00) for each game concession or game booth operated on the grounds during this engagement. In the event any concession or booth is closed or unable to operate, the Party of the First Part agrees to pay the Party of the Second Part the pro rated sum equal to the actual days operated.

To pay the Party of the Second Part thirty-six percent (36%) of the net revenue derived from the sale of admission tickets at the various shows and rides up to \$100,000; thirty-eight percent (38%) from \$100,001 to \$200,000 and 40% for sales over \$200,000. For the purposes of this provision, net revenue shall mean gross revenue from admission tickets sales less any federal, state, county and/or local taxes and midway insurance costs.

The settlement for the concessions and booths is to be made on the closing day of the engagement. The settlement for the percentage on the shows and rides shall be made on the closing day of the engagement. This agreement is fully assignable by *North American Midway Entertainment-All Star Amusement, Inc.*

Wheaton Park District is responsible for the following services:

- To furnish and pay for all necessary licenses and permits that may be required for operation
- The handling of all festival advertising and promotions.
- Competent people to care for ride coupons and ticket boxes
- Sufficient police protection and security.
- A 24-hour access to sanitary toilet facilities, starting Monday morning
- Trash receptacles for Midway clean-up operations.
- Parking area for semi-trailers, trucks and travel trailers.
- A 24-hour access to water for sanitary conditions on the midway.

Sign both copies and return one copy to the address listed above. Void if not returned and received by: ^{February 28th} ~~February 28th~~, 2013.
This contract is in full force and effective when confirmed by North American Midway Entertainment-All Star Amusement, Inc.



NORTH AMERICAN MIDWAY ENTERTAINMENT

IT IS FURTHER UNDERSTOOD AND AGREED:

Party of the First part 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 erection, dismantling, or operation of equipment or to trespassers while equipment is not in operation. Party of the First Part assumes no liability for reasonable or expected damage to landscape caused by the operation or set up of any of its equipment. Any large and unusual landscaping damage caused directly by the operation of equipment owned by the Party of the First Part will be the responsibility of the Party of the First Part. North American Midway Entertainment holds harmless and indemnifies the Wheaton Park District, Inc from any accident, injury, damage or death resulting or arising from a ride, concession or attraction operated by North American Midway Entertainment during their occupancy on Festival grounds.

It is understood and agreed that there shall be no other riding devices (excluding pony rides) other than those furnished by the Party of the First Part. Additionally, prohibited attractions shall include, but are not limited to virtual reality, arcade games, Space Ball and orbitron.

Hours for the festival are as follows:

- Thursday, ~~May 29th~~, 2013 4pm-10pm *Thurs 30*
- Friday, ~~May 30th~~, 2013 4pm-11pm *FM 31*
- Saturday, June 1st, 2013 Noon-11pm
- Sunday, June 2nd, 2013 1pm-8pm

'Pay One Price' Ride Specials shall be on the following days and times:

- Thursday, ~~May 29th~~, 2013 4pm-10pm *Thurs May 30*
- Saturday, June 1st, 2013 Noon-5pm
- Sunday, June 2nd, 2013 1pm-5pm

The cost for the 'Pay One Price' ride specials shall be as follows:

- \$15.00 Presale tickets available on prior to Thursday, ~~May 29th~~ *30th*
- \$20.00 On site sales

Ticket Prices for the 2013 Carnival Season are as follows: Single Tickets \$1.25; Family Pack (22 Coupon Sheet) \$25; Mega pack (55 Coupon Sheet) \$60.

Hours and specials for 2014 & 2015 to be agreed upon no later than January 15th of each year.

That this agreement in part or entirety is subject to strikes, suspension of electrical services, 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.

In the event that the sponsoring organization is required to file any disclosure report with a state, county or municipal board of elections or similar regulatory agency, the sponsoring organization shall categorize all funds received from North American Midway Entertainment-All Star Amusement, Inc or its affiliates under the Illinois Election Code (10 ILCS 5/9-11.9) as proceeds received by such organization from: (a) the sale of tickets for each dinner, luncheon, cocktail party, rally and other fund raising events; or (b) mass collections made at such events. In no event shall any funds received from North American Midway Entertainment-All Star Amusement, Inc or its affiliates be considered or categorized as a political or individual contribution to the sponsoring organization.

Party of the Second Part agrees to use its influence to keep all attractions of this nature from exhibiting in or in the vicinity of or at this location Memorial Park; Wheaton, IL for 30 days prior to this event until after termination of this agreement. Both parties agree to work together to make this event a success. The committee 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.

The laws of the State of Illinois shall govern the terms and conditions of this agreement. Any lawsuit filed to enforce the terms and conditions of this agreement shall be brought in the Circuit Court of DuPage County. In the event of such legal action, the Party of the First Part shall be entitled to recover its attorney's fees and costs incurred.

IN WITNESS WHEREOF, we set our hands and seal in good faith this 4th day of April, 2013.

BY: _____
Party of the Second Part

BY: *[Signature]*
Party of the First Part
North American Midway Entertainment-All Star Amusement, Inc

INDEMNIFICATION AND INSURANCE RIDER

This Rider amends, supplements and supersedes that certain Agreement dated as of 12/1/13, 2013 by and between North American Midway Entertainment-All Star Amusement, Inc. and the Wheaton Park District ("Agreement") for the provision of carnival amusement rides concessions and attractions for the Taste of Wheaton (the "Festival"). In the event of any conflict between any of the provisions of this Rider and the provisions of the Agreement, the provisions of this Rider will control.

To the fullest extent permitted by law, North American Midway Entertainment-All Star Amusement, Inc. ("All Star") shall indemnify the Wheaton Park District ("District"), the Wheaton Chamber of Commerce ("Chamber"), the City of Wheaton ("City") and DuPage County ("County") and defend and hold District, Chamber, City and County, and their respective elected officials, officers, employees, volunteers and agents harmless from and against any and all loss, cost, damage and expense, including without limitation court costs and attorneys' fees, which District, Chamber, City or County may suffer, incur or sustain, or for which District, Chamber, City, or County may become liable by reason of a lawsuit or claim for compensation arising in favor of any person including, without limitation, the employees, officers, independent contractors or subcontractors of All Star or District, Chamber, City, or County on account of the injury to or the death of any person(s), or the loss or damage of any property arising out of, incident to, resulting directly or indirectly from, or in connection with the breach by All Star of any provisions of this Agreement, or the exercise by All Star of the rights and privileges granted to All Star or the performance of any of the obligations undertaken by All Star under this Agreement, except that All Star shall have no liability for damages or the costs incident thereto to the extent caused by the negligence or intentional wrongful acts or omissions of District, Chamber, City, or County or their employees or agents. In defending against any such claims, All Star may select legal counsel of its own choice and District, Chamber, City, and County will reasonably cooperate with such counsel in the defense of such claim; provided, however, that District, Chamber, City, and County shall not have to incur any expense in connection therewith. District reserves the right to independently defend against or participate in All Star's defense of any such claim, at District's own expense. This reserved right shall not in any way diminish All Star's indemnification, defense and hold harmless obligations hereunder. Except with the written consent of the District, Chamber, City, or County All Star shall not consent to the entry of any judgment or settlement which does not include as an unconditional term thereof, the giving by the claimant or plaintiff to the District, Chamber, City, or County of an unconditional release from all liability in respect of such third party claim or demand.

In furtherance of and not in limitation of its responsibilities and promises in this Agreement, All Star shall secure and maintain at its own expense insurance with coverages and terms as provided in Exhibit A attached to and incorporated herein by reference. All Star shall also require each and all of its respective contractors and subcontractors performing any work for All Star in the exercise of any and all of the rights and privileges granted All Star hereunder, to secure and maintain at their own expense insurance with like coverages and terms.

All Star shall be responsible for maintaining, at its sole cost and expense, insurance covering its rides, booths and other property used to offer midway attractions at the District's Memorial Park

(collectively, the "Equipment"). District, Chamber, City, and County shall not be responsible or liable for injury to or death of any person, or for damage to, loss, theft or destruction of any materials, tools, machinery, equipment or other property, incurred or sustained as a direct or indirect result of or relating to the exercise by All Star, its agents, employees or other persons acting on behalf of All Star or with All Star's consent, of the rights and privileges granted to All Star under this Agreement, except to the extent any injury, damage or loss is caused by the negligent or intentional acts or omissions of District, Chamber, City, or County or their employees or agents.

To the fullest extent permitted by the laws of the State of Illinois, All Star hereby waives any and all rights or claims All Star may have at any time against District, Chamber, City, or County or their respective elected officials, officers, employees, volunteers, agents or other persons acting on its behalf, for injury to or the death of any person or for the damage to or destruction of the Equipment or any other property sustained or incurred by All Star, or any person claiming by, through or under All Star in connection with the exercise by such persons of rights and privileges granted to All Star, or the performance of All Star's obligations under this Agreement, except to the extent any injury or death, or damage or destruction of the Equipment or other property is proximately caused by or results from the negligence, or from the intentional wrongful acts or omissions, of District, Chamber, City, or County or their respective employees, volunteers, agents, or others acting on their behalf.

Nothing contained in this Rider or elsewhere in the Agreement is intended or shall be construed as a waiver by District, City, or County or their employees, volunteers, agents or others acting on its behalf of the privileges, defenses or immunities from liability afforded under Illinois law, including without limitation the Illinois Governmental and Governmental Employees Tort Immunity Act.

The District shall obtain any special event permits required from the City and County to conduct the Festival. All Star shall secure, at its sole cost and expense, all necessary permits and licenses required to own and operate its amusement rides, amusement attractions and concessions at the Festival in accordance with Illinois law.

All Star shall comply with all local, state and federal laws, codes and regulations in the operation of the Festival, including in the operation of its amusement rides, amusement attractions and concessions. All Star shall have completed, in compliance with Illinois law, a background check and perform a check of the National Sex Offender Public Registry of all All Star carnival workers hired for the Festival. All Star shall not hire any carnival works for the Festival who have been convicted of any offenses as set forth in Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1 *et seq.*).

All Star shall not assign this Agreement without prior, written approval by the District.

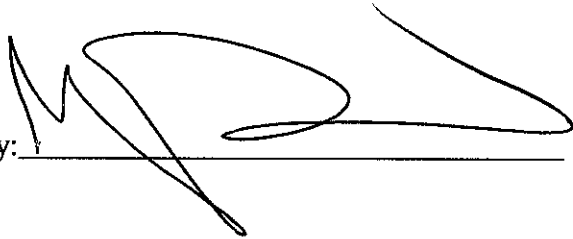
District shall have the right to terminate this Agreement for convenience ninety (90) days prior to the Festival's set-up or immediately upon All Star's breach or default of this Agreement.

The relationship between the District and All Star is that of an independent contractor. All Star shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. All Star shall not be deemed to be, nor shall it represent itself as employees, partners, or joint venturers of the District. Neither All Star, nor any person engaging in any work or services related to All Star's obligations hereunder, at the request of, or with the actual or implied consent of All Star, may represent himself to others as an employee of the District. All Star is not entitled to workers' compensation benefits or other employee benefits from the District and is obligated to directly pay federal and state income tax on money earned under this Agreement. All Star has no authority to employ/retain any person as an employee or agent for or on behalf of the District for any purpose.

WHEATON PARK DISTRICT

NORTH AMERICAN MIDWAY
ENTERTAINMENT – ALL STAR
AMUSEMENT, INC.

By: _____



By: _____



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