



March 2, 2017

Ms. Laura Bessey
Wheaton Park District, Mary Lubko Center.
208 West Union
Wheaton, IL 60187

RE: Group Daytrip on 07-27-2017 for Wheaton Park District, Mary Lubko Center.

Dear Laura,

It was a pleasure speaking with you and we are delighted to have this opportunity to host your group here at the Rhythm City Casino Resort, LLC.

Enclosed is a contract proposal for your review and signature. In order to convert this to a definite group booking, please sign and return the contract and billing information. Once the signed contract is received, we will countersign a copy and return it to you for your files.

Thank you for choosing Rhythm City Casino Resort for your event. We look forward to welcoming you and your group to our Casino and making this a successful trip. Please feel free to contact me with any additional questions or concerns.

Sincerely,

Andrew Math
Group Sales Coordinator
Enclosure: Contract
 Credit Card Authorization Form



Letter of Agreement

This is an agreement between Rhythm City Casino Resort, LLC and Wheaton Park District, Mary Lubko Center. Wheaton Park District, Mary Lubko Center agrees to take reservations and provide motor coach service to Rhythm City Casino Resort, LLC, in return receiving a subsidy based on Theoretical Win per person as stated below, on condition that both parties agree and adhere to the terms stated below. Please review the following information. If you have any questions or revisions, please contact Andy Math at (844) 852-4386 Ext 5573.

Group: Wheaton Park District, Mary Lubko Center

Date(s): 07-27-2017 - 07-27-2017

Contact Info: Ms. Laura Bessey
208 West Union
Wheaton, IL 60187

Phone: 630-510-5032 **Fax:** **Email:** lbessey@wheatonParks.org

members will receive a voucher when they arrive. Each voucher will be paid for by credit card in advance of the trip at \$15 per voucher. Voucher includes: Food, Soft Drink, Tax and Tip.

Group Leader will receive 2 FREE dinner buffets and driver will receive a FREE dinner buffet. The Tip for these meals will be included in the master bill at \$3 each.

All food offers will be honored at Robert's Buffet. One coupon per person with Valid I.D. and a matching Resort Club Card. No other offers or coupons may be used. Discount is only valid against the highest price for that meal period.

REQUIREMENTS:

Please review these and sign below.

- 4 hour minimum stay is required, with a minimum of 25 people that must arrive on your motorcoach in order to receive any concessions or subsidies. Bus must not pull under the canopy to pick up patrons until it is time to depart. **The four hour stay is not applicable in this case since a slot play is not being uploaded to accounts – a manifest is still required for Player Cards.**
- Cancellation procedures due to lack of number of patrons or weather issues.
 - Contact: Andy Math (844) 852-4386 ex 5573 or the Player's Club at ex: 5810
- All passengers must be 21 years of age and older and **must** present a **VALID state issued photo I.D.**
- Tour Operators must provide a legible Manifest form filled out completely no later than 72 hours prior to arrival **or we cannot guarantee that any concessions or subsidies will be honored.**
- Upon departure from our facility it is the responsibility of the host or bus driver to make sure they fill out payment voucher paperwork prior to departing from the Rhythm City Casino Player's Club.

RESORT CLUB ACCOUNTS

For all packages, valid I.D. and a Resort Club Card are required. Resort Club Cards may be made in advance of the group trip with the following completed information: Name (as it appears on the Driver License), Address (including Street, City, State, and Zip), and Date of Birth (including month/day/year). Resort Club Card information is due 2 weeks prior to the trip. Please fax or e-mail these items to the sales manager.

March 2, 2017

GENERAL LIABILITY:

RCCR and Group shall each indemnify and hold harmless the other against any claim, loss, damage or expense, including reasonable attorneys' fees caused by its group members, employees, principals, agents, servants or independent contractors, while acting within the scope of their employment or agency that a court finally awards or that the indemnifying party agrees to in settlement. The above-referenced indemnification is subject to and conditioned upon the following: (i) prompt notice in writing to the indemnifying party of any actual or threatened claim; (ii) the indemnifying party's absolute control over the defense of any such claim, with legal counsel of its choice; and (iii) the reasonable cooperation in such defense by the party being indemnified, provided the indemnifying party bears the reasonable expenses of such cooperation. Neither party shall in any event be responsible to the other for indirect, special or consequential damages.

In the event that it is necessary for a party to this agreement to pursue and enforce any of the terms of this agreement, the non-faulting party shall be entitled to reimbursement for and recoupment of all costs and expenses incurred in enforcing this agreement, including but not limited to a reasonable amount for attorneys' fees.

NOTE: All changes to this document must be approved by your Group Sales Manager prior to executing this Agreement.

PROVISIONS

This agreement shall be governed and interpreted by the laws of the State of Iowa and that the appropriate courts of Scott County, Iowa shall be the proper venue for any disputes involving this agreement. In the event that it is necessary for a party to this agreement to pursue an enforcement action to enforce any of the terms of this agreement, the non-defaulting party shall be entitled to reimbursement for and recoupment of all costs and expenses incurred in enforcing this agreement, including but not limited to a reasonable amount for attorneys' fees.

CONTRACT DUE DATE:

The program as identified is being held on a tentative basis and is not considered definite until the RCCR receives the signed Agreement. Upon receipt of the jointly signed agreement, a mutual confirmation and agreement will exist between the RCCR and Group. Both parties will be bound to the terms and conditions herein.

If the above details meet your approval, please sign and return the Letter of Agreement no later than . **If a signed agreement has not been received by the RCCR prior to the RCCR shall have the right to contract with other parties for the space described herein without further notice.**

NOTE: All changes to this document must be approved by your Group Sales Manager prior to executing this Agreement.

Wheaton Park District, Mary Lubko Center

Rhythm City Casino Resort, LLC.

By:  _____

Title: Exec Dir. _____

Date: 3/3/17 _____

M. Bernard

By: Andrew Math _____

Title: Group Sales Coordinator _____

Date: _____

INSURANCE AND INDEMNIFICATION ADDENDUM:

This is an Addendum to the Agreement between Rhythm City Casino Resort, LLC ("Rhythm City") and Wheaton Township Seniors ("Tour Operator") dated the July 27, 2017 (the "Agreement").

1. **Indemnification.** To the fullest extent permitted by law, Tour Operator shall indemnify, defend and hold harmless Rhythm City Casino Resort and its directors, officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees whether relating to bodily injury, sickness, disease or death, or to injury or destruction to property, or otherwise, which arise out of or result from the negligent acts or omissions of Tour Operator, its officers, employees or any person whose acts Tour Operator may be liable, regardless of whether such claim, damage, loss or expense is caused in part by any party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which a party indemnified hereunder would otherwise have.
2. **Insurance.** Tour Operator shall procure and maintain, at its sole expense, the following insurance and furnish Rhythm City Casino Resort with certificates of insurance evidence thereof. The certificates of insurance shall plainly designate Rhythm City Casino Resort, LLC as an additional insured on all policies except workers compensation and employer's liability for which the certificate is required.
 - a. Workers' Compensation providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability (Coverage B) in the minimum amount of \$500,000 Each Accident/\$500,000 Each Employee-Disease; \$500,000 Policy Limit-Disease.
 - b. Commercial General Liability Insurance and if necessary, Excess Liability Insurance, written on an occurrence basis with the following minimum limits of liability: General Aggregate \$1,000,000.
 - c. Automobile Liability Insurance with the following minimum limits: Bodily Injury/Property Damage \$1,000,000 Combined Single Limit of insurance.
 - d. Commercial Umbrella/Excess \$5,000,000.

The Commercial General Liability and Excess Liability policies shall include contractual liability coverage. The Commercial General Liability policy shall provide primary and non-contributory with respect to any applicable insurance maintained by Tour Operator. Tour Operator shall secure a waiver of subrogation rights from its Workers' Compensation, General Liability and Automobile Liability carriers in favor of Rhythm City Casino Resort.

The Tour Operator and its subcontractors shall require their insurance carriers, with respect to all applicable insurance policies, to waive all rights of subrogation against Rhythm City Casino Resort, and their officers, directors, agents and employees against other contractors and subcontractors to the extent of Tour Operator's negligence.

Tour Operator:
