

**SPECIAL EVENT AGREEMENT BETWEEN WHEATON PARK DISTRICT  
AND WHEATON CHAMBER OF COMMERCE**

This Special Event Agreement (“Agreement”) is made and entered into as of this 29<sup>th</sup> day of April 2022 (“Effective Date”), by and between Wheaton Park District, an Illinois park district and unit of local government (“Park District”), and the Wheaton Chamber of Commerce, an Illinois not for profit corporation (“Chamber”). Park District and Chamber are sometimes hereinafter referred to individually as a “Party” and together as the “Parties.”

**Recitals**

**WHEREAS**, the Park District owns, operates, and maintains certain real property located at 255 Karlskoga Avenue, Wheaton, Illinois, commonly referred to as “Memorial Park;” and

**WHEREAS**, the Park District hosts a variety of special events in portions of Memorial Park, including the “Cream of Wheaton;” and

**WHEREAS**, the Park District also hosts a variety of special events on streets owned, maintained and controlled by the City of Wheaton via permit; and

**WHEREAS**, the Park District has a history of working with various local entities to co-host certain special events, including the Chamber; and

**WHEREAS**, the Park District desires to work with and co-host the 2022 “Cream of Wheaton” with the Chamber and desires to enter into this Agreement to formalize the Parties’ relationship with respect thereto; and

**WHEREAS**, the Park District has determined that it is in the best interests of both its residents and the general public to work with and co-host the June 2-5, 2022, “Cream of Wheaton” with the Chamber, subject to the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Parties have determined that the partnership and anticipated cooperation in co-hosting the June 2-5, 2022, “Cream of Wheaton” will result in financial economies and enhanced benefits to Wheaton residents and the general public.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The Recitals set forth above are hereby incorporated by reference into this Agreement as though fully set forth herein, and all covenants, terms, conditions, and provisions of this Agreement shall be construed, interpreted, and enforced in

beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Chamber and/or the Park District.

19. **No Implied Waiver.** No waiver of any rights which either Party has in the event of any default or breach by the other Party under this Agreement shall be implied from the non-breaching Party's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

20. **Assignment.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

21. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein, and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal or informal. Any modifications to this Agreement must be in writing, signed by both Parties, and dated on or subsequent to the date hereof.

22. **Authority.** The individual officers of the Park District and Chamber who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

23. **Successor.** It is the intention of each Party hereto that this Agreement and each and every provision shall be binding on its successors.

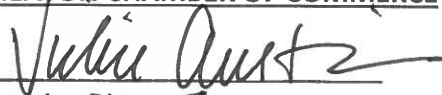
24. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

25. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

26. **Heading.** The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the year and date first written above.

WHEATON CHAMBER OF COMMERCE

By:   
Executive Director

President / CEO

WHEATON PARK DISTRICT

By:   
Executive Director

