

Resolution No. 19-16

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, ILLINOIS
APPROVING A CONTRACT TO SUPPLY AMUSEMENTS AT HERITAGE FEST
WITH WINDY CITY AMUSEMENTS, INC.**

WHEREAS, the Village of East Dundee (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, The Village desires to have certain amusement rides, attractions and concession stands provided for Heritage Fest on September 16, 2016 through September 18, 2016; and,

WHEREAS, the Village has for events in prior years had a satisfactory relationship with Windy City amusements, Inc. and has requested a proposal to supply such amusements for this year's Heritage Fest; and,

WHEREAS, the Village has reviewed the proposal from Windy City Amusements, Inc. and found it to be in the best interest of the Village to have them perform such amusements for this year's Heritage Fest.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

Section 1: That the *CONTRACT TO SUPPLY AMUSEMENTS*, dated August 23, 2016, that is attached hereto and made a part hereof by reference as Exhibit A, between Windy City Amusements, Inc. and the Village be and is hereby approved and Village's Manager of Special Events is hereby authorized to execute said Contract on behalf of the Village.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 16th day of Sept, 2016, pursuant to a roll call vote as follows:

AYES: Trustees Gorman, Lynam, Selep, Wood and Hall

NAYS: 0

ABSENT: Trustee Skillieorn and President Miller

APPROVED this 16th day of Sept, 2016

Attest: Daphne Gale
Village Clerk

[Signature]
Village President

Windy City Amusements, Inc.

914 W. Main St. - St. Charles, IL 60174

(630) 443-4547 or fax (630) 443-4548

www.windycityamusements.com

Tony Salerno, President

Ruth Salerno, Secretary

Contract To Supply Amusements

THIS CONTRACT, made and entered into this 23rd day of August 2016 by and between Village of East Dundee of the City or Village of East Dundee, State of IL hereinafter referred to as the ("Sponsor").

In consideration of the mutual promises contained herein, the parties agree as follows.

1. That Windy City Amusement Inc. agrees to present its company, or companies consisting of Amusement ride devices, Amusement Attraction, Concessions, "Fun" booths, etc., at a location, provided by the Sponsor, and known as Water & Jackson St. in the City or Village of East Dundee State of IL for a period of 3 days and nights commencing Aug. 16, 2016 and ending Aug. 18, 2016, both dates inclusive. Sponsor will sponsor subsequent events annually on substantially the same dates each subsequent year.
2. Windy City Amusements Inc. shall furnish, in its sole discretion, all necessary roll tickets, and tickets booth (s) at the location.
3. The Sponsor hereby agrees to pay for, furnish, or provide all licenses, permits, taxes, water service, police protection, bill posting newspaper advertising, ticket sellers, dumpsters, portable toilets, a location acceptable to Windy City Amusements Inc. for the set up of its company, streets and lots privileges, and free gate admission tickets for the employees of Windy City Amusements Inc. where gate admission is charged, portable toilets & water hookup will be provided the day of or prior to setup of the carnival.
4. Windy City Amusements Inc. shall have the exclusive right of providing all amusement ride devices, amusement attractions, "fun" booths and concession stand (s) for the event.
5. Windy City Amusements Inc. shall have the exclusive right of providing all popcorn, cotton candy, snow cones, funnel cakes, pop and corn dogs at the location and/or carnival site, in its own concession stand (s).
6. Windy City Amusements Inc. agrees to pay to the Sponsor, the sum of Twenty per cent (20 %) of the gross receipts from monies derived from the sale of admission tickets at the various shows and rides, after usual Government taxes, Midway Insurance and State and City sales taxes and Amusement Tax, if applicable, are deducted.
7. N/A
8. N/A
9. The settlement for the percentage on the Amusement rides and shows etc. shall be made on the closing day of the event.
10. The proceeds of all ticket sales may be held by the Sponsor. If ticket proceeds are held by the Sponsor, the Sponsor is responsible for any and all shortages in cash or tickets including arm bands and hand stamps.

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- 11. Windy City Amusements Inc. is to furnish Liability Insurance and Property Damage Insurance of not less than \$ 5,000,000. for each occurrence with a certificate of said insurance sent to the Sponsor prior to the event. Windy City is not liable for Sponsors employees and volunteers actions during the event.
12. Ride ticket and Unlimited Ride Special prices are controlled by Windy City and may be subject to yearly change.
13. Windy City Amusements Inc. shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only. The Sponsor shall pay \$ 1 per wristband sold toward any Diesel Fuel used, or other Electric Power used during the engagement.
14. That it is mutually agreed by both parties hereto that there are not other contracts or promises either written or verbal between them.
15. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which Windy City has no control, then they are not to be held responsible for damages, by the Sponsor.
16. The Sponsor further agrees to use their influences to prevent other like attractions from exhibiting in the aforesaid City or Village until after the termination of this agreement.
17. This contract is fully assignable by Windy City Amusements Inc.
18. This contract shall automatically renew at the option of Windy City Amusements Inc. under the same terms and conditions of this contract unless Sponsor provides written notice of cancellation, sent via certified or registered mail to the corporate address of Windy City Amusements Inc. thirty (30) days prior to the last contracted date as per item #19 below. Windy City shall have the first right of refusal, if Sponsor exercises the 30 day cancellations clause, to negotiate terms and conditions to provide amusement services or review and match a genuine third party offer which the Sponsor may obtain. The Sponsor agrees to provide all terms and conditions of said offer to Windy City. Windy City shall have 30 days to match or decline said offer in writing. Matching of rides, "fun" booths, etc. shall not be limited to specific ride manufacturers, "fun" booth manufacturers, etc., but to quantity thereof.
19. This contract is a 1 year contract, good for 2016.
20. If Windy City prevails in any litigation or arbitration between the parties with respect to this Contract, Sponsor will pay all costs and expenses incurred by Windy City in connection with the litigation or arbitration (including reasonable attorneys' fees and costs).
21. This proposal may be withdrawn by us if not accepted within days from the date of presentation of 2016.

(REMARKS) Windy City will furnish 100 posters towards advertising. Unlimited Ride Specials on Sat & Sun 1-5pm for \$25 per person per day.

This contract entered into and signed in duplicate in the City or Village of East Dundee, State of IL this day of 8-23-16 A.D., 2016 by the duly authorized representative of the parties hereto.

SPONSOR: Village of East Dundee
BY: Erin Weingart
ITS: Manager of Special Events
DATED: 8-23-16

WINDY CITY AMUSEMENTS INC.
BY:
ITS:
DATED:

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