



**905 Joliet Street  
#102  
Dyer, IN 46311**

**Phone: 708.670.7449**

This agreement made and entered into the 9<sup>th</sup> day of February 2023 by and between the First Party, Leisure Time Associates, Inc. as agent for and on behalf of Modern Midways, Inc. and the Second Party, City of Loganville (Ga.)

Party of the Second Part agrees to book from Party of the First Part rides and concessions consisting of spectacular, major, and kiddie rides, food, and game concessions for their Spring Carnival to be held May 11-14, 2023. Rental or percentage basis is as follows: Party of the First Part agrees to pay Party of the Second Part for this exclusive privilege after any applicable taxes; 25% of advance sales, 20% of site sales, and \$50.00 per concession.

Party of the First Part is to have the exclusive on all rides, whether mechanical or otherwise, including all shows, fun houses, popcorn, cotton candy, candy apples, sno-cones, funnel cakes, elephant ears, fried oreos, fried candy bars, ice cream, inflatable rides or attractions, rock climbs, bungy jumps, and virtual reality type attractions.

Party of the Second Part is to provide an acceptable site which is to be approved by the First Party, all local permits/licenses, port-a-johns, security as needed during operational hours, dumpster for trash, and water as required.

Party of the First Part is to furnish competent operators and a public liability insurance policy on rides and concessions belonging to the Party of the First Part. Additional insured required by contract.

Party of the First Part is to furnish ticket sellers and change for rides. Settlement must be made daily in cash unless other arrangements have been made prior to the event. The amount of gross receipts is to be determined alone on the number of tickets issued either party. Party of the Second Part is to have compensation or insurance on any concession operated by Second Party. Party of the Second Part agrees to stop advance ticket sales prior to opening of the celebration and to make full and complete settlement by check on advance sales no later than 5:00 pm on opening day.

Party of the Second Part agrees to furnish to Party of the First Part any necessary licenses, permits, and water at no cost or assessment to the Party of the First Part.

Party of the Second Part agrees to furnish a suitable location cleared of brush, refuse or any other objectionable matter and to be in such good condition that the attractions may be conveniently setup and operated without discomfort to themselves or the public. Party of the Second Part further agrees to provide sufficient space for the parking of Party of the First Part's vehicles and living quarters.

Party of the Second Part agrees not to sponsor a similar event within six months of the above listed dates and to use their influence to prevent a similar attraction in the same general area less than ninety days prior to the aforementioned celebration dates.

REMARKS: Party of the First Part will supply posters, yard signs, discount coupons, advance tickets at no cost to Party of the Second Part. Party of the Second Part will provide all local permits and/or licenses, port-a-johns, dumpster for trash, and security during operational hours as no cost to Party of the First Part. Party of the First Part agrees to pay for the electricity provided by the temporary electrical set up.

Executed on the date and date first mentioned above, this assignable agreement is subject to any unforeseen act such as fire, war, riot, epidemic, legal process, severe weather conditions, labor or transportation difficulties, or any like event the would make it impossible for the Party of the First Part to fulfill in part or whole the conditions of this contract and neither party will be held responsible for any damages arising there from. This agreement is made in good faith between both parties and all verbal agreements are voided with e signing of this contract. This agreement is null and void if not executed by both parties and returned to the other party within fifteen days of the date first written.

WITNESS WHEREOF:

The parties hereto have affixed their hand and seals.

Signed: \_\_\_\_\_  
Party of the First Part  
Modern Midways, Inc

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Witness: \_\_\_\_\_

Signed: \_\_\_\_\_  
Party of the Second Part