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Brown's Amusements Inc.
550 W. Baseline Rd. ~ Suite 102 - 353 ~ Mesa, Arizona. 85210
Phone 602-524-1483

AMUSEMENT CONTRACT

City: Cedar Hills

County: Utah

State: Utah

For valuable consideration, this agreement is entered into between **BROWN'S AMUSEMENTS INC.** An Arizona corporation, hereinafter known as **Brown's**, and City of Cedar Hills hereinafter known as **Sponsor**.

WITNESSETH :

(1) **Brown's** agrees to furnish to **Sponsor** a combination of rides, shows, and food and game concessions, known as **Brown's Amusements Inc.** and are to exhibit the same at Cedar Ridge Elementary School, a location which is hereby suitable to both parties, for a period of 3 days, commencing on June 4, 2015. **Brown's** will be allowed to occupy above location no later than May 31, 2015. and will vacate above location no later than June 7, 2015.

(2) This contract is entered into for a period of 1 year(s), for year(s) of 2015. With a two year option as agreed upon by both parties.

Future dates to be set agreeable to both parties .

(3) Said event is to be known and advertised as Cedar Hills Family Festival

(4) **Brown's** is to have exclusive right during this contract to provide all rides, shows, and concessions at or pertinent to the above location. Any change in this clause is to be agreed to by both parties.

(5) **Sponsor** agrees that there shall be no other rides, shows, concessions, carnivals and/or circuses in said vicinity for a period of at least 60 days prior to said event. Should this occur beyond the knowledge and/or control of sponsor this contract shall become renegotiable.

(6) **Brown's** reserves the right to locate all rides, shows, and concessions under its management within the area agreed to by both parties as Midway Area.

(7) **Brown's** reserves the right to subcontract rides, shows, and/or concessions as needed.

(8) **Sponsor** agrees to distribute advertising materials as supplied and instructed by **Brown's**, **Sponsor** agrees to try and get press releases in paper and/or on radio prior to **Brown's** opening
The wording on the _50_ posters you will receive will be:

Cedar Hills Family Festival

Buy your tickets in advance and SAVE.

\$16 when purchased by June 3rd at Cedar Hills City Office, 10246 Canyon Road

\$25 at the festival June 4th or later

(9) **Brown's** will supply power for all of its rides, shows, and concessions. If local concessions need power, it can be supplied by **Brown's** for a fee per day, per concession.

- (10) Sponsor will provide reasonable access to drinking water.
- (11) Sponsor agrees to furnish any license or permits that may be required.
- (12) In consideration of this agreement, Brown will reduce their price of on-site admission tickets to \$25 for the various rides and shows. Brown will retain all of this revenue.
- (13) Brown will receive \$16 for each advance sale ticket sold by Sponsor.
Advance sale of tickets must end one hour prior to opening of event.

(14) Brown's agrees to furnish proof of insurance naming Sponsor, Property Owner, and Applicable governmental body granting license as co-insured, with an insurance carrier authorized to do business in the state where this contract is applicable, for personal injury and property damage in the minimum amount of \$ 5,000,000.00.

(15) Brown's agrees to keep premises reasonably clear of trash, debris and garbage during the term of this agreement. At completion of this agreement, the premises will be left in a reasonable like manner as existed prior to entry.

- (16) Trash containers will be supplied by Sponsor.
- (17) Portable toilets will be supplied by Sponsor. (3 need to be on site the day Brown's arrive)
- (18) Security will be supplied by Sponsor.

(19) Settlement for the rides, shows, and concessions is to be made the Morning After Closing.

(20) This contract to be operative and effective only upon acceptance by Brown's and Sponsor.
Any changes whatsoever must be approved by both parties.

(21) Brown's shall *not* be bound hereunder for failure to perform this contract due to fire, floods, strikes, wrecks, tornadoes, Failure of transportation, actions of any Governmental agency, acts of god or other causes beyond its control, which at the option of Brown's Amusements, Inc. may null and void this contract.

SPONSOR: CITY OF CEDAR HILLS
BY: [Signature]
DATE: 10/15/14

BROWN'S AMUSEMENTS INC.
BY: [Signature] - 10-12-14
DATE: September 4, 2014.