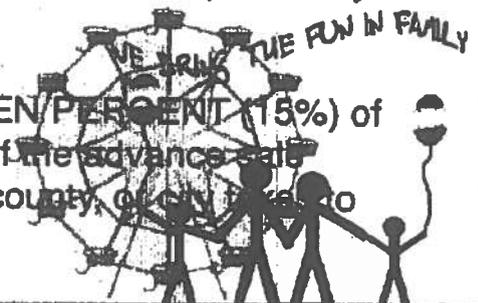


Carnival Contract

THIS AGREEMENT made and entered into this NINETEENTH of MARCH, 2013, by and between "MIDWAY WEST AMUSEMENTS INC", of Arizona, hereinafter called "MIDWAY WEST and City of Cedar Hills, hereinafter called "SPONSOR.

In consideration of the covenants and considerations contained herein, and other good and valuable consideration, the parties hereto agree as follows:

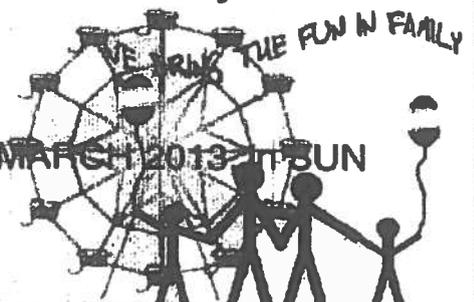
1. SPONSOR shall sponsor MIDWAY WEST in an exhibition of those rides listed in item three below for a period of two days from Friday, June 7, 2013, through and including Saturday, June 8, 2013. The lot dates will be Sunday, June 2, 2013 through and including Sunday, June 9, 2013. Pursuant to its sponsorship, SPONSOR has obtained and is giving written permission to any officer of MIDWAY WEST. Such real property is described as Cedar Hills Heritage Park .
2. SPONSOR shall obtain and pay for all permits, licenses, and other local amusement taxes or use fees which MIDWAY WEST may be required to carry on any and all of its operations in connection with the exhibition. Sponsor shall obtain and pay for the cost of the portable restroom facilities, trash removal and security if needed. Midway West shall furnish the necessary electricity for the carnivals operations, and sponsor shall furnish drinkable water for the food concession.
3. MIDWAY WEST shall manage and operate approximately TWELVE AMUSEMENT RIDES, EIGHT GAME CONCESSIONS AND TWO FOOD CONCESSIONS. MIDWAY WEST shall have exclusive rights to sell the following: cotton candy, snow cones (of any form), popcorn, and corn dogs. The above shall be in operation by 11:00 A.M. Friday, and Saturday. Ticket sales and the cost therewith shall be the responsibility of MIDWAY WEST.
4. MIDWAY WEST shall pay to SPONSOR, FIFTEEN PERCENT (15%) of the onsite carnival ride gross revenue and 20% of the advance sale discount tickets sold. Any and all federal, state, county, or city taxes, to



be deducted from ride gross sales before percentage is derived. This payment along with the ticket sales report shall be available at the end of the carnival exhibition. Should the report and monies not be picked up at that time, then they will be mailed the following week.

5. MIDWAY WEST shall maintain for the period specified in item one above public liability, property damage, and workers' compensation insurance relating to the operation of the said exhibition. Said public liability insurance shall have at least \$3,000,000.00 combined single limit. All elected officials, employees and agents of the sponsor shall be included as additional insured parties and Midway West shall provide a copy of the certificate of insurance demonstrating compliance with this paragraph.
6. MIDWAY WEST shall have exclusive control of management and operations of all rides, food concessions, and carnival games operated by MIDWAY WEST.
7. The hauling of refuse, trash and garbage from the location of said exhibition shall be the responsibility of SPONSOR. The responsibility of clean up shall include a thorough clean up of the carnival area on a regular basis, but in no event less than once every day at or before closing time by MIDWAY WEST.
8. SPONSOR shall not hold MIDWAY WEST liable for damages or otherwise responsible in any way if MIDWAY WEST is prevented from exhibiting, playing, or operation of any of this carnival exhibition by reason of Act of God, riot, strike, fire, weather, illness, war, lockout, energy shortages, or illegality.
9. In the event a legal action is instituted by reason of breach of this Carnival Contract, the party whose favor final judgment is entered shall be entitled to recover from the other parties reasonable attorney's fees as fixed by the court entering the final judgment.

Executed in duplicate on this NINETEENTH DAY of MARCH 2013 in SUN CITY, ARIZONA by:



Midway West Amusements



Nathan Jensen
13614 N 99th Ave
Sun City, Az 85351

City of Cedar Hills

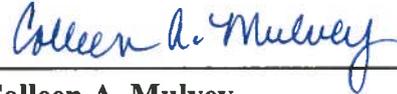


3025 West Cedar Hills Dr
Cedar Hills, Utah 84062

DATED this 19th day of March, 2013.

ATTEST:

By: _____



Colleen A. Mulvey
Cedar Hills City Recorder

