

## COUNCIL WORKSHOP ITEM

**ITEM:** 2001 Heritage Festival Amusement Ride Contract  
**DATE:** January 17, 2001  
**PREPARED BY:** Mary Scalzetti, Community Events Coordinating Team  
**PURPOSE:** Review and place on Council Agenda for approval by resolution

### DISCUSSION:

Attached is the 2001 Heritage Festival Amusement Ride Contract with Astro Amusement Ride Company Inc. The members of the Community Events Commission approved the contract at their meeting on January 8, 2001.

With the downtown construction being located on the north side of the railroad tracks this year, the amusement rides will be located on the south side of the tracks, along Burlington Avenue between Main and Washington streets, including the Curtiss lot and Lot B. Astro has measured the area and have provided a probable layout of the rides. A copy of that layout is attached for your information.

Changes in the contract this year include: the pay-one- price cost which has been raised from \$12 to \$14 on Thursday, June 21, for the ride preview night; the food concessions in the amusement ride midway will be charged a flat rate of \$900 each rather than 20% of the gross as in the past. As a side note, individuals who do not want to purchase the \$14 pay-one- price on Thursdays ride preview may use presale tickets purchased earlier in June or individual tickets available that evening.

### ATTACHMENT:

The contract and ride layouts are attached.

### RECOMMENDATION:

Approval of the 2001 Heritage Festival Astro contract.



- Concessions
- Festival Design
- Mechanical Rides



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## CONTRACT

This agreement made this 16th day of January, 2001 by and between **Astro Amusement Co., Inc.** and the Committee Downers Grove Heritage Festival/ Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL. 60515

**TO WIT:** The Committee agrees to furnish a location to be known as Burlington Ave & Commuter Parking Lot for the erection and operation of a combination of rides, shows and concessions known as **Astro Amusement**. Said location of street, park, or parking lot is to be closed to traffic and parking and ready for occupancy not later than 6:00pm Tuesday June 19, 2001. The Committee also is responsible for and agrees to:

- Furnish and pay for any tax, permits or licenses that may be required for operation (excluding any state required permits/licenses).
- Furnish and pay for all water, lot and street privileges necessary for the satisfactory operating, conducting and placing of all attractions and concession (the location of which must be agreeable and acceptable to **Astro Amusement**).
- Handling and payment for all festival advertising and promotions including, but not limited to, newspaper, radio, television, posters, flyers, coupons, etc. Committee agrees to pay for and distribute the same.
- Provide competent people to sell and care for ride coupons and care for ticket boxes. The Committee is responsible for total dollar value of tickets issued to them and is responsible for any shortages that may be created from sales of tickets.
- Hire and pay for sufficient police protection and security.
- Provide and pay for 24 hour access to sanitary toilet facilities, starting Tuesday June 19, 2001 at 6:00pm.
- Provide and pay for trash receptacles (i.e. dumpsters) for midway clean up operations.
- Provide and pay (if necessary) for a parking area for semi-trailers, trucks and travel trailers at D.G. High School (subject to change).
- Provide and pay for a 24 hour access to water for sanitary conditions on the midway starting Tuesday June 19, 2001 at 6:00pm.

**Astro Amusement** is responsible for and agrees to:

- Furnish and pay for n/a poster cards with committee distributing these posters throughout the surrounding community.
- Furnish all electrical connections and electric current necessary for the power and illuminations of all rides, shows and concessions and other exhibits necessary for the conducting of said engagement. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of engagement.
- Furnish uniformed ride attendants and a ride foreman on the festival grounds at all times.
- Provide all ticket boxes and coupons for admittance.
- Provide a \$5,000,000 public liability and property damage certificate of insurance, as respects operations of **Astro Amusement** and for the negligence of the insured only. The Village of Downers Grove, its' officers, employees, and agents/volunteers will be added as additional insured. **Astro Amusement** assumes no liability for any accident that might be caused by streets or other locations being left open to local traffic or parking during erection, dismantling, or operation of equipment or to trespassers while equipment is not in operation. The Committee is responsible for this coverage.
- Clean up of its area nightly and at the close of the engagement with such disposal in designated dumpsters. Unsatisfactory clean-up or improper dumping may constitute a \$50.00 fine per occurrence if Astro fails to respond to fair warnings issued by committee.
- Allow Village to use Astro's office for purposes of carnival ticket sales accounting.
- Pay the Village \$400.00 for skytracker sponsorship.
- Provide to the Village, 550 Astro Amusement Ride "Special" Passes at a discounted cost of \$1.00 per pass for purposes of corporate sponsorship.
- Sponsor 10 portable toilets.
- Provide a misting booth (weather permitting) free of charge to the public
- Provide a Band Organ free of charge to the public
- Provide an ATM machine on the carnival midway.

**IN CONSIDERATION OF THE ABOVE, Astro Amusement agrees:**

To furnish, present and operate Midway attractions, consisting of a minimum of 5-6 Spectacular; 4-6 Adult; 9-11 Kiddie; depending on space available, amusement rides, concessions and, if available, paid admission shows at Downers Grove Heritage Festival for a period of 4 days, starting June 21 and ending June 24, 2001, for an event to be known as Downers Grove Heritage Festival. Astro will provide a minimum of 14 concessions not to exceed 20 concessions. The number of attractions can be changed with the villages prior written consent.

To pay the Committee the sum of \$350.00 based on a ride gross between \$0 to \$150,000.00, \$500.00 based on a ride gross from \$150K to \$225,000.00, \$600.00 based on a ride gross over \$225,000.00 for each concession or booth operated on the grounds during this engagement. The Village shall receive \$900.00 per food concession.

To pay the Committee 35% \$0 to \$100,000.00; 37.5% \$100K to \$150,000.00; 40% \$150K to \$225,000.00; and 45% over \$225K of the gross receipts from monies derived from the sale of admission tickets at the various shows and rides after City tax and amusement tax is deducted, where applicable.

The settlement for the concessions and booths is to be made on closing day of the engagement. The settlement for the percentage on the shows and rides shall be made no later than Tuesday June 26, 2001. This agreement is fully assignable by **Astro Amusement Co., Inc.** subject to the village's prior written consent.

The initial term of the Agreement shall commence on June 21, 2001 and terminate on June 24, 2001. For the immediate succeeding one (1) year following the initial term of the Agreement and in the event the Village seeks the services as described herein from a third party, **Astro Amusement Company** shall have the right of first refusal to negotiate competitive terms and conditions to provide such services or review and match any bona fide third party offer which the Village may obtain.

Additionally, for the immediate succeeding one (1) year following the initial term of the agreement, in the event that the Village Board approves the festival and/or its budget, **Astro Amusement Company** shall have the first right to match the terms and conditions of any bona fide offer presented by a third party for the services contained herein. Village agrees to provide all terms and conditions of said offer to **Astro** and **Astro** shall have thirty (30) days within which to match or decline to match said offer in writing.

**IT IS FURTHER UNDERSTOOD AND AGREED:**

It is understood and agreed that there shall be **no other** riding devices, shows, attractions or game concessions, such as, but not limited to, virtual reality, Climbing walls, arcade games, Space balls, Gyrotrons, Inflatable rides, Orbitron and other rides such as pony rides other than those furnished by **Astro Amusement**, except: those the Village has elected to bring in. Said Village attractions to be placed in an area away from the carnival midway area.

It is understood and agreed that **Astro Amusement** will have the **exclusive privilege (in the carnival area)** of selling out of its confection concession (popcorn wagon) the following items: cotton candy, popcorn, nachos, caramel corn, caramel apples, and corn dogs. **Astro Amusement** will also sell the following items **without** an exclusive privilege (in the carnival area): soda pop, coffee, bottled water, chips, hot dogs, and polish sausage. Exceptions include: Funnel Cake will also serve curly fries ribbon fries, fresh lemonade and soda.

That there is no other contract or promise express or implied, written or verbal. That should any other additional agreement become necessary, the same shall be void unless reduced to writing and signed by the parties hereto. The committee agrees to keep this contract and its terms confidential and will not duplicate it verbally or a copy made without written permission from **Astro Amusement Company, Inc** to the extent permitted by law.

That this agreement in part or entirety is subject to strikes, suspension of electrical service, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto.

The Committee agrees to use its influence to keep all attractions of this nature from exhibiting on or in the vicinity of downtown Downers Grove, until after termination of this agreement. Both parties agree to work together to make this event a success.

Astro Amusement Company, Inc.

**COMMENTS:**

Ticket Prices for the 2001 season are as follows: Single Coupon \$ .75, 14 Coupon \$10.00, 30 Coupon \$20.00.

Ride Specials will be as follows: THUR. Pay One Price \$14.00 per person 6-close; FRI. Kid Ride P.O.P. \$8.00 per person 10am - 3pm.

Pre-Sale 40 coupon sheet \$19.00 at Founders Day and Regular.

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IN WITNESS WHEREOF, we set our hands and seals in good faith this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
The Committee, Title

ASTRO AMUSEMENT CO., INC.

BY: \_\_\_\_\_  
The Committee, Title

BY: Sandy Hebard v.p.  
Astro Amusement Co., Inc.

Sign all copies and return original to the address listed above.

**VOID IF NOT RETURNED AND RECEIVED BY: January 31, 2001.**

(This contract is in full force and effect when confirmed by **Astro Amusement Co., Inc.**)