

7-25-17

**Fiestas Patrias Aurora Partnership
September 16 & 17, 2017**

THIS AGREEMENT, entered on this 25 day of July, 2017 ("Effective Date"), is entered into between the Aurora Hispanic Heritage Advisory Board ("AHHAB"), Dollars for Scholars ("Dollars") and the Aurora Regional Hispanic Chamber of Commerce ("ARHCC") (collectively referred to hereafter as the "Parties").

WHEREAS, The AHHAB will partner with Dollars and the ARHCC for the Fiestas Patrias ("Festival"), a two (2) day festival and parade. The Festival will be held at the RiverEdge Park ("Park"), Aurora, Illinois on September 16 and 17, 2017. The parade will be held on Sunday, September 17, 2017; and

WHEREAS, The AHHAB and the ARHCC agree that they will have joint obligations and responsibilities over the Festival and activities taking place on said dates.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following terms and conditions:

1. AHHAB Duties.

The Parties agree that the AHHAB will have the primary task of overseeing all aspects of the Festival, including, without limitation, sponsorships, entertainment, food vendors, merchants, volunteers and promotion of the Festival for Sunday, September 17. The AHHAB will also manage all contracts, insurance, expenditures and management of the Festival.

2. ARHCC Duties.

The Parties agree that the ARHCC will be responsible for securing sponsorships, entertainment, food vendors, merchants, volunteers and promotion of the Festival events taking place on Saturday, September 16, 2017.

3. Joint Responsibilities.

AHHAB and ARHCC agree to undertake the responsibility of providing the relevant Park personnel with any and all required information and documents relating to the Festival by the agreed upon timelines.

To prevent confusion in the information provided to the Park, only the Committee Chairs of the Beverage, Entertainment, Vendor and Logistics Committees will be authorized to interface with Park staff. Committees will consist of at least one member from the AHHAB and the ARHCC. Both parties will make every effort have a representative at all committee meetings.

AHHAB and ARHCC will work together on promoting the Festival and parade.

4. Funds for Festival.

The City of Aurora will assume the responsibility of managing all proceeds, funds and accounting relating to the Festival. Any and all proceeds and/or funds will be made payable to the "City of Aurora/AHHAB."

5. Festival Activity Dates &Times.

The following are dates and times of certain specific activities taking place during the Festival:

- a. September 16, 2017--The Festival will open at 1:00 p.m. and close at 10:00 p.m. Performances will end at 9:30 to make time for the El Grito Ceremony.
- b. September 17, 2017: The Festival will open at 1:00 p.m. and close at 8:00 p.m.

On both September 16 and 17, 2017, the Park gates will open at noon. Admission will be free at the beginning of each day with admission charged later in the day for the headliners. The exact time will be agreed upon by both boards.

6. Failure to Meet Critical Deadlines.

AHHAB and ARHCC agree that failure to have sponsorships and entertainment in place by August 1, 2017 adversely limits the ability to successfully market the event. AHHAB and ARHCC agree to adhere to all deadlines to ensure the success of the Festival. If all necessary Festival sponsorships, vendors and entertainment are not confirmed on or before August 8, 2017, then the Parties agree that the Festival will be shortened to one (1) day to occur only on September 17, cancelling all events and activities that were to take place on Saturday, September 16, 2017. With respect to

the sponsorships, it is understood that the amount needed to move forward is the amount needed to cover the rental of RiverEdge Park for each day. The estimated minimal amount is \$25,000 for each day.

7. Parade.

The parade will be held on Sunday, September 17, stepping off at 11:00 a.m. Dollars for Scholars will be responsible for managing all aspects of the parade including, but not limited to, the recruitment of volunteers, processing parade entries, parade line up and the pre-parade program. Dollars for Scholars is also responsible for meeting and coordinating all relevant aspects of the parade with Special Events Staff, as well as meeting timelines detailed by the Special Events Staff.

8. Planning Committee Structure.

The Festival Committees will consist of members from the AHHAB and the ARHCC. Regular sub-committee meetings will be held along with an overall Fiestas Patrias Aurora Committee meetings. The sub-committees include: Beverage, Entertainment, Logistics, Parade, Parade of Nations, Public Relations, Sponsorship, Vendors (Food & Merchant), and Volunteers. Each committee shall consist of at least one committee member from the AHHAB and the ARHCC depending on the committee.

It is understood that the AHCC and the ARHCC will recruit sufficient volunteers to run the Festival on September 16 and 17.

9. Festival Proceeds.

The City will prepare a final report regarding any and all proceeds from the Festival and provided to the Parties for review. Dollars receive \$1,500.00 from the proceeds for services provided in relation to the parade. All remaining proceeds will be equally split amongst AHHAB and ARHCC provided that each group secured sponsorships to cover the cost of each day and provided sufficient volunteers on both days of the festival.

10. Festival Sponsorships.

AHHAB and ARHCC agree to properly recognize sponsors in accordance with the sponsorship packages. A copy of the sponsorship package is attached.

11. Liability.

The Parties agree that they shall defend, indemnify and hold each other harmless from and against any and all demands or claims, asserted by (and any damages or losses suffered by) any third party on account of bodily injury or damage to the property of such third party to the extent such claim or demand is attributable to that party's negligence, willful misconduct and/or omission. Nothing in this Agreement is intended as a waiver of any party's statutory immunities and privileges.

12. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the day and year first above written.

Aurora Hispanic Heritage Advisory Board

By: Hector M. Oros

Its: chair

Date: 7/25/17

Dollars for Scholars

By: Blenda Pascoe

Its: Secretary

Date: 7/26/17

Aurora Regional Hispanic Chamber of Commerce

By: Kenneth J. ...

Its: CEO, Executive Dir

Date: 7/25/17