



**AURORA METROPOLITAN EXPOSITION
AUDITORIUM AND OFFICE BUILDING AUTHORITY
RIVEREDGE PARK (REP) AGREEMENT**

AURORA METROPOLITAN EXPOSITION AUDITORIUM & OFFICE BUILDING AUTHORITY, a political subdivision and a municipal corporation of the State of Illinois, shall be hereafter called the **AUTHORITY**, and **CITY OF AURORA, Illinois, an Illinois municipal corporation**, shall be hereafter called the **LICENSEE** for this agreement made on **FRIDAY, APRIL 3, 2026**.

1. PREMISES AND PURPOSE

1.1 The LICENSEE is engaging the AUTHORITY to produce the community event known as FIESTAS PATRIAS at RIVEREDGE PARK, hereinafter called "PARK" or "REP", located at 360 North Broadway, Aurora, Illinois 60505.

2. EVENT DATES

2.1 FIESTAS PATRIAS will occur on the following dates:

- 2.1.1** Preparation/Load-In: **FRI SEP 11, 2026**
- 2.1.2** Gates Open: **SAT SEP 12, 2026 @ 3:30 PM**
- 2.1.3** FIESTAS PATRIAS ends: **SAT SEP 12, 2026 @ 11:00PM**
- 2.1.4** Gates Open: **SUN SEP 13, 2026 @ 3:00 PM**
- 2.1.5** FIESTAS PATRIAS ends: **SUN SEP 13, 2026 @ 10:00PM**
- 2.1.6** Load-Out: **SUN SEP 13, 2026 and MON SEP 14, 2026**

3. CAPACITIES

3.1 The PARK capacity of **7,300** persons will be strictly enforced to comply with the maximum allowable capacity. This includes 7,000 Sold Tickets and 300 Comp Tickets per day.

4. MANAGEMENT FEE/SETTLEMENT

4.1 The LICENSEE agrees to pay a management fee of Fifteen Thousand Dollars (\$15,000) to the AUTHORITY for the advancement and coordination of FIESTAS PATRIAS in the months leading up to the event as well as on-site support on the days of the event. The LICENSEE and the AUTHORITY will have required planning meetings prior to the event dates to ensure all duties from both parties are being coordinated together. At the conclusion of FIESTAS PATRIAS when all revenues/expenses have been reconciled, no later than Friday, October 16, 2026, the AUTHORITY shall not incur a profit or a loss. In the event of a profit, the AUTHORITY will remit the excess funds to the LICENSEE, and in the event of a loss, the LICENSEE will cover the expenses and remit payment to the AUTHORITY.

AUTHORITY will provide documentation and close out detailed summary showing all incurred expenses and revenue to the LICENSEE of event ticket revenue from the sales of tickets for LICENSEE'S event.

The AUTHORITY shall provide invoices to the LICENSEE for services, expenses incurred on behalf of the LICENSEE and the LICENSEE shall approve and thereafter pay any undisputed portions thereof in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. Seq. Approved, but unpaid invoiced amounts shall accrue interest in the manner and to the extent authorized by the Act.

AUTHORITY shall provide the following staffing and services:

4.1.1 General Manager – Included in the MANAGEMENT FEE is the General Manager to lead the

coordination efforts between the LICENSEE and the AUTHORITY to ensure FIESTAS PATRIAS is a successful event

- 4.1.2 **Programming Staff**- this is multiple individuals to book the performers, advance the acts (determine their technical needs as well as book their travel and meals), and be onsite for the event. See **Section 7- Programming** for details
- 4.1.3 **Lights/Media/Sound**- when technical is determined, these two individuals will make certain all the production elements are ready for when the performers arrive for load-in. They will ensure the requirements are preinstalled by coordinating with the stagehands, and if lighting/sound packages are needed to rent, this will also be handled by them.
- 4.1.4 **Crew Manager**- this person will schedule all the stagehands based on the need from the riders and ensure they are onboarded in our payroll system.
- 4.1.5 **Patron Services Managers**- this includes Audience Services, Front of House, Janitorial, and Gates- these managers will coordinate details prior to FIESTAS PATRIAS and be onsite during the event to ensure everything runs smoothly. See **Section 5- Box Office**
- 4.1.6 **Finance**- will pay all performers and vendors for the event as well as to coordinate the cash onsite for FIESTAS PATRIAS. Staff will also reconcile all expenses and revenues for the SETTLEMENT.
- 4.1.7 **Human Resources/Risk Management**- will work with LICENSEE to obtain all COIs necessary. See **Section 12- Insurance** for requirements
- 4.1.8 **Payroll**- this department will pay all employees for their time worked at FIESTAS PATRIAS
- 4.1.9 **IT**- will be onsite for FIESTAS PATRIAS to make sure all POS terminals and ticketing huts are operational. They will work with the LICENSEE to ensure their network is functioning.
- 4.1.10 **Marketing**- staff to create social media posts, add FIESTAS PATRIAS to our website, and create and

send emails to our email list. See **Section 11- Marketing**

- 4.1.11 Operations-** Staff to ensure all the non-production elements of the PARK are operational. They also order all dumpsters and coordinate landscaping, goose control, and mosquito treatments etc., before the event starts loading in.

5. BOX OFFICE

- 5.1** Included in the **MANAGEMENT FEE**, the **AUTHORITY** will program its ticketing system and link it to its website so that tickets can be purchased through the **AUTHORITY's** Box Office. **AUTHORITY** staff and technology will answer phones and attend to walk-up customers. Tickets will be available for sale via phone/walk-up during our normal Box Office hours and 24/7 online. The ticket stock used to print the tickets is also included in the **MANAGEMENT FEE**.
- 5.2** **AUTHORITY's** Box Office Staff will be on site the days of **FIESTAS PATRIAS**.
- 5.3** Credit Card Fees accrued by the **AUTHORITY** from ticket sales for **LICENSEE'S** event are listed in the Estimated Expenses in **Section 16- Estimated Expenses**.
- 5.4** The **AUTHORITY** will retain event ticket revenue from the sales of tickets for **LICENSEE's** event to cover all of the **AUTHORITY's** expenses. **LICENSEE** agrees to the terms in **Section 4- SETTLEMENT** regarding the monies collected from ticket sales.
- 5.5** Ticket prices will be mutually agreed upon between the **LICENSEE** and the **AUTHORITY**.
- 5.6** The **LICENSEE** will provide twelve (12) Spanish-speaking staff, volunteers, or translators to assist at the gates and Box Office throughout all operating hours of each day, including one translator during vendor load in/load out.

6. AURORA POLICE DEPARTMENT (APD) and AURORA FIRE DEPARTMENT (AFD)

- 6.1** **AUTHORITY** will coordinate with **APD** on security plans for **LICENSEE'S** EVENT, including necessary police personnel for **LICENSEE'S** EVENT. **APD** has final authority on all security matters for **LICENSEE'S** EVENT. The **LICENSEE** will pay for the Police officers directly, and this will not be included in the settlement referenced in **4.01**.
- 6.2** **AUTHORITY** will coordinate with **AFD** to determine how many personnel are needed for **FIESTAS PATRIAS**. The **LICENSEE** will pay for this directly and it will not be included in the settlement referenced in **4.01**.

7. PROGRAMMING

- 7.1** The **LICENSEE** will provide a list of Artists and Emcee(s) they wish for the **AUTHORITY** to pursue. The **AUTHORITY's** Programming Staff (included in the **MANAGEMENT FEE**) will determine who the agents or primary contacts are and use their established relationships to reach out for Artist Fee, riders, other costs associated with the booking, and routing. The **LICENSEE** will work with and directly hire a DJ if applicable.
- 7.2** The budget for all the Contract Fees will be determined but the **LICENSEE**. When all the costs are compiled, a list with Contract Fees, will be submitted to the **LICENSEE**. **LICENSEE** will select and approve which performers **AUTHORITY** may execute contracts with. The **AUTHORITY** will then contract each performer and pay their deposits and guarantees. These Artist Fees will be included in the **SETTLEMENT**. **AUTHORITY** does not have authority to contract for any performer or artist without **LICENSEE's** written consent and approval.
- 7.3** **LICENSEE** will coordinate and secure all participants for the Parade of Nations and El Grito.

8. EVENT STAFF

- 8.1** **AUTHORITY** will provide all staff for the two event days of **FIESTAS PATRIAS**, as well as set up and

tear down of the event the day before and the day after the event. AUTHORITY will conduct a full background check on all employees and staff and confirm they are legally allowed to be employed. AUTHORITY shall be fully responsible for the supervision, direction, and training of its employees and any requests or concerns from the LICENSEE shall go through AUTHORITY's onsite management and not the employees directly. AUTHORITY shall ensure that all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriately licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. AUTHORITY shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the AUTHORITY or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the LICENSEE shall relieve the AUTHORITY from the responsibilities set forth herein. AUTHORITY will provide the following staff for the event:

- 8.1.1 **Stagehand Labor-** IATSE Local 2 stagehands will be hired by and the number of stagehands required will be determined by the AUTHORITY based on the technical requirements of the performers.
- 8.1.2 **Runners-** This need will be determined by the riders based on transportation and artist care needs.
- 8.1.3 **Box Office Staff-** Each day of the Event, Box Office staff will be onsite to sell tickets to patrons who walk up and purchase.
- 8.1.4 **Gate Staff -** AUTHORITY employees will operate the entry gates for the Event. AUTHORITY employees will direct people to the correct lines, answer questions, check bags, and scan tickets.
- 8.1.5 **Beverage Servers-** BASSET certified and experienced bartenders to serve the beverages at all the beverage locations. See **Section 9- Beverage Service**
- 8.1.6 **Barbacks-** Employees to assist the Beverage Servers to ensure product is always stocked and cold at all the locations.
- 8.1.7 **Summer Crew-** Employees to set up and tear down the PARK before and after FIESTAS PATRIAS.
- 8.1.8 **Parking Associates-** Staff to work the employee parking lot as well as the ADA lot. They also transport patrons from the ADA lot to the PARK on golf carts.
- 8.1.9 **Janitorial Staff-** This is a mix of employees and is supplemented by a third-party vendor. They make sure the toters are emptied and bathrooms remain cleaned and stocked during the event.
- 8.1.10 **Security-** To supplement APD, if AUTHORITY will provide personnel at all the gates operating metal detector wands as well as in front of the stage and staffing the backstage gate.
- 8.2 Cost for the above-mentioned staff is listed in **Section 16- Estimated Expenses**

9. BEVERAGE SERVICE

- 9.1 The AUTHORITY will set up and staff four beverage locations, as well as two Skydeck locations. The two permanent beverage buildings will be utilized as well as two temporary bar stations on both house right and house left located by the stage.
- 9.2 The LICENSEE has the authority to decide which guests will be invited to the Skydeck locations and will provide two Hosts for these areas.
- 9.3 Product will be ordered by the AUTHORITY under their liquor license. The LICENSEE may give input on what products they would like to see sold however, the AUTHORITY has the final say on the products and their quantities. AUTHORITY is solely responsible for compliance with all State and Local liquor laws, regulations and ordinances. AUTHORITY is liable for any violations of Federal, State or Local

Liquor laws, regulations and ordinances.

- 9.4 The revenues and expenses for the beverages stations will both be included in the SETTLEMENT.

10. VENDORS/SPONSORS

- 10.1 The LICENSEE will contract all Vendors and Sponsors for FIESTAS PATRIAS. The AUTHORITY will not be obligated to ensure there are Vendors present or Sponsorship money raised. This revenue will be the LICENSEES profit and not included in the SETTLEMENT.
- 10.2 The LICENSEE will supply personnel to oversee all the Vendors/Sponsors on-site, including the load-in and load-out. This also includes leading the mandatory meeting at the PARK prior to FIESTAS PATRIAS for all the vendors/sponsors.
- 10.3 The LICENSEE will hire/coordinate the Cake Vendor as well as the delivery and execution of cutting/serving the cake. This is not included in the SETTLEMENT.
- 10.4 A final list of Vendors/Sponsors with Booths must be provided to the AUTHORITY by Friday August 21, 2026 so the park map can be determined. The LICENSEE will work with the AUTHORITY to determine booth sizes and the number of booths available to ensure the capacity can be maintained and the PARK remains safe with the current capacity. Electrical needs and preferred location will also need to be communicated with this final list.
- 10.5 Any Vendor/Sponsor that requires booth space at the event must have the Insurance requirements listed below in **Section 12- Insurance**. The LICENSEE will forward all insurance requirements to the Vendors/Sponsors and in turn send the AUTHORITY all the Certificates of Insurance collected weekly during the planning phase with all certificates sent by Friday August 21, 2026. After the Certificates are reviewed, any changes required will be communicated to the LICENSEE to obtain a new Certificate from the Vendors/Sponsors within three days from the request.
- 10.6 The LICENSEE will ensure that all Food Vendors serving the patrons provided by the LICENSEE , have the required State of Illinois Health Permits and passes the on-site Health Inspection from the Kane County Health Department

11. MARKETING

- 11.1 LICENSEE agrees to forward any marketing materials in which RiverEdge Park's address, logo, website, box office phone number, etc., are used or mentioned in any way, to the AUTHORITY's Marketing Vice President for review and approval prior to public consumption. Such items include, but are not limited to website postings, press releases, public e-mail blasts/messages, social media postings/advertising, print advertisements, radio, or television advertising, etc. If the event is a ticketed event, LICENSEE agrees that all advertising and press releases must include a ticket on-sale date or be placed after tickets are available for sale. LICENSEE will be responsible and take the lead for all marketing, advertising and PR. In addition, they will be directly responsible for all marketing, advertising, PR funds spent.
- 11.2 All advertising must include the name and address of the PARK; and the AUTHORITY's Box Office telephone number **(630-896-6666)**, and PARK's website address ([w www.riveredgeaurora.com](http://www.riveredgeaurora.com)) for on-line ticket sales. AUTHORITY will provide LICENSEE with RiverEdge Park's logo that may be used for all marketing, advertising and PR.

- 11.3 AUTHORITY is not obligated to market or advertise LICENSEE's event with paid ads. If FIESTAS PATRIAS is included in paid advertisements these expenses will be included in the final SETTLEMENT. AUTHORITY must submit all marketing materials, as defined in section 11.1, it intends to use to LICENSEE for approval prior to use. Marketing material not approved by the LICENSEE will not be included in the Settlement agreement.

12. INSURANCE

- 12.1 The LICENSEE will secure and furnish the AUTHORITY with a Certificate of Insurance, at its own expense, with the following requirements, on or before **Friday, August 21, 2026**.

- \$1,000,000 Per Occurrence – General Liability
- \$2,000,000 Aggregate – General Liability
- \$1,000,000 Workers' Compensation
- \$1,000,000 Umbrella
- \$1,000,000 Automobile

Please include the following in the Description of Operations box:

Aurora Metropolitan Exposition Auditorium and Office Building Authority is included as an additional insured on a primary and non-contributory basis with respect to General Liability coverage. Waiver of subrogation is granted in favor of Aurora Civic Center Authority with respect to the General Liability coverage.

The Certificate Holder shall be listed as:
Aurora Metropolitan Exposition Auditorium and
Office Building Authority
8 E. Galena Blvd., Aurora, IL 60506

If AUTHORITY deems the Certificate of Insurance (COI) needs to be revised, AUTHORITY must receive the revised COI within seven **(7) business** days of LICENSEE receiving notice from AUTHORITY of said revisions.

- 12.2 All Vendors, Sponsors, and Independent Contractors hired or contracted with LICENSEE and AUTHORITY are subject to the same insurance requirements as listed above. The LICENSEE and AUTHORITY s required to communicate this requirement with all of their vendors, sponsors, and independent contractors. COI's for Vendors, Sponsors, and Independent Contractors are due to AUTHORITY and LICENSEE on or before **Friday August 21, 2026**.
- 12.3 AUTO INSURANCE is required for all persons driving a motor vehicle onto REP property. If an individual is not covered under the commercial insurance COI, then their personal auto insurance coverage must be received on or before **Friday, August 21, 2026**.

- 12.03.1 No vehicles, including but not limited to golf carts, gators, and forklifts, are permitted to be driven within the PARK starting one (1) hour prior to gates opening until all patrons have exited the PARK.

13. INDEMNITY

- 13.01 LICENSEE shall conduct its activities upon the premises so as not to endanger any person thereon. LICENSEE to the fullest extent permitted by law, shall hold harmless, defend at its own expense, and indemnify the AUTHORITY, its Commissioners, officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of the sponsored party or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or

expenses arising from the AUTHORITY's sole negligence or willful acts.

- 13.02 AUTHORITY to the fullest extent permitted by law, shall hold harmless, defend at its own expense, and indemnify the City of Aurora, its elected officials, officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of the sponsored party or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

14. RAIN DELAYS

- 14.1 LICENSEE acknowledges by the signing of this agreement that it is understood that the LICENSEE's event is a "**Rain or Shine**" event. LICENSEE further acknowledges that in the event of extreme rain, hail, sleet, lightning, unusually high or low outside temperatures, high winds, or any other natural weather occurrence, which may cause a postponement or cancellation of LICENSEE's event, LICENSEE must honor all financial terms of this agreement with respect to LICENSEE's financial obligation to the AUTHORITY. Parties will coordinate with LICENSEE's staff, including but not limited to APD, AFD, and Emergency Management Agency (EMA), to determine if the event will be postponed or canceled. In the event that parties cannot agree, LICENSEE will have final authority on event cancellation or postponement.
- 14.2 The AUTHORITY allots up to two (2) hours of additional event time for Rain Delays. If the Main Act cannot take the stage within two (2) hours of its scheduled time; or the Main Act takes the stage and must leave the stage for a period of two (2) hours, then, LICENSEE's Event Day will be declared "Over" or "Cancelled". If LICENSEE's event experiences a **RAIN DELAY**, the Final Act must conclude no later than **11:45 PM**.
- 14.3 If a **RAIN DELAY** occurs on any event day, all of the AUTHORITY's personnel and sub-contracted personnel, who are to remain on-site until the **RAIN DELAY** is lifted and the event continues, will remain "on the clock" and be paid for the time of the **RAIN DELAY**.

15. BACKSTAGE & EQUIPMENT

15.1 BACKSTAGE

- 15.1.1 LICENSEE will submit to AUTHORITY back stage passes for approval.
Access to back stage and dressing rooms is restricted to working staff and artists only during rehearsal and performances.
- 15.1.2 LICENSEE will provide non-transferable backstage passes to authorized personnel. to be approved by the AUTHORITY. LICENSEE will provide the AUTHORITY with a list of those persons who are required and/or allowed to be backstage.
- 15.1.3 NO VEHICLES will be allowed to park in the backstage area unless approved by the AUTHORITY or required by APD or AFD

16. ESTIMATED EXPENSES

- 16.01 Below are estimated expenses based on FIESTAS PATRIAS in 2024. These expenses may change based on the scope of the event or other requests.

	2024 Actual	2026 Budget
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Expenses

Stagehands	16,156.00	17,500.00
Security Expenses	10,968.91	12,000.00

Cleaning Expenses	6,013.13	7,500.00
Summer Crew/Gatekeepers	15,445.07	15,500.00
Parking	2,648.34	2,650.00
Box Office Wages	9,229.67	9,500.00
ACCA Management Fees	15,000.00	15,000.00
Total Direct Labor	75,461.12	79,650.00

Contract Fees	241,500.00	Directed by COA
Royalties	2,318.63	2,300.00
Marketing	157.33	.00
Artist Care/Runner	6,958.91	7,000.00
Production Equip & Supplies	12,975.00	15,000.00
Other		

Production Expenses	.00	.00
Other Expenses	6,650.95	6,800.00
Total Event Expenses	270,560.82	31,100.00

Total Expenses	346,021.94	110,750.00
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16. Miscellaneous Provisions

16.01 Illinois Freedom of Information Act. AUTHORITY acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

16.02 Consents and Approvals. The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

16.03 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.

16.04 Force Majeure: In the event that either party is unable to perform its obligations under this Agreement, excluding provisions in Section 14.03, as a result of a Force Majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fires, earthquakes, floods, acts of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, acts of terrorism or other hostilities, litigation, war or other act of any foreign nation, power of government or governmental agency or authority, epidemics, pandemics or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

16.05 Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

16.06 Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

16.07 Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States mail, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below:

Aurora Metropolitan Exposition Auditorium and Office Building Authority
Attn: Tim Rater, CEO
Address:

City of Aurora
Attn: Legal Department
44 E. Downer Ave
Aurora, IL 60507
lawdept@aurora.il.us
630-256-3060

Email:
Phone:

Notices personally delivered shall be deemed given on the date of delivery, notices sent by U.S. mail shall be deemed delivered following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 p.m. on a business day, or, if later, the next business day.

16.08 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

AURORA METROPOLITAN EXPOSITION
AUDITORIUM & OFFICE BLDG AUTHORITY

CITY OF AURORA

Tim Rater DATE
CEO

DATE