

P. O. Box 5589  
Augusta, GA 30916

www.drewexpo.com

Phone (706) 737-0650  
Fax (706) 667-9509

# EVENT COORDINATORS, INC.

## MEMORANDUM OF AGREEMENT

ORIGINAL

1. This contract made and entered into this, the 6th day of April A.D., 2018, by and between the Event Coordinators, Inc., its heirs and assigns, Party of the first part and Columbus Civic Center of the City of Columbus, State of Georgia, Party of the second part.

2. WITNESSETH: —That for and in consideration of the sum of one dollar in hand paid each to the other, the receipt of which is herein acknowledged, and other good and valuable considerations hereinafter set forth, both parties aforesaid bind themselves as follows: —TO-WIT:

3. That party of the first part agrees to present an entire company, consisting of high-class pay attractions, amusement rides, music, concession games and food, etc., in the City of Columbus, County of Muscogee, State of Georgia for a period of Ten (10) days and nights, commencing the 8th Friday before Memorial Day, operates 10 consecutive days, and ends Sunday both dates inclusive.

3a. It is agreed to by all parties that the responsibility of Event Coordinators, Inc. is coordinating only. Event Coordinators, Inc. has the responsibility of coordinating event locations and layouts, providing midway rides for such locations, advertising, and logistics. Event Coordinators, Inc., equipment lessor, and party of the second part (auspices) shall have no control over the approval, safety inspections or the operating of amusement rides. The approval for operating amusement rides shall be determined by the ride lessees, operators, and certified state ride safety inspectors.

4. That party of the second part agrees to furnish all licenses and permits that may be required by law, water, police protection, also a suitable location of grounds, known as Columbus Civic Center and located at 400 4th Street, Columbus, GA 31901-3211, same to be cleared of brush, refuse and objectionable matter, and to be in such good condition that the attractions may be conveniently set up so that they may exhibit without discomfort to themselves and to the public, and free gate admission tickets for all actual attaches of party of the first part, if exhibiting where gate admission is charged.

4a. Event Coordinators, (Drew Exposition) has a long history of using free ride passes as a marketing tool. The company policy is to distribute free passes to event workers, sponsors, city officials and departments, security officers, radio, TV and media in general. It is believed that a wide distribution of these ride passes enable citizens to attend this event that otherwise would not or could not do so. This, along with contributing to the fair and its management for promotional purposes, extends a level of good will that only makes this event better.

5. That all shows, riding devices, concessions and minor privileges shall be under management and control of party of the first part.

6. That as a consideration for the above mentioned, the party of the first part agrees to pay party of the second part the sum of 20% percent of the gross receipts of all amusement ride attractions after deductions listed in 7a below. Payment to be made on rides at the close of each day's business.

6a. The percentage above mentioned shall be based on Gross Receipts after the deduction of all federal, state and other taxes that may be required by law on admissions and the deduction of Midway Public Liability Insurance covering the auspices, ground owner and Event Coordinators, Inc. for the operation of equipment owned and operated by Event Coordinators, Inc.

7. That: —Party of the first part shall have the exclusive on all shows, rides and concessions, unless otherwise stated herein, during the life of this contract.

7a. That: —This contract is for five (5) years, 2019, 2020, 2021, 2022 and 2023. The dates are listed below. The Spring Fling will open Friday, the week following the Cherry Blossom Festival in Macon, Georgia, operate ten (10) consecutive days and close on Sunday. The dates of this event are tentative dates and are subject to change with the Cherry Blossom Festival dates. Definition of dates are: The Spring Fling opens the eighth (8th) Friday before Memorial Day, operates ten (10) consecutive days and closes on Sunday. The 20% paid to the Columbus Civic Center shall be paid after the deduction of 7% sales tax, 5% insurance, Security/Police to be determined, Veolia \$3,500.00, Water \$750.00, Advertising \$16,000.00, Clean Up \$1,000.00. The festival committee should encourage the involvement of local and civic community groups in the festival for the presentation of exhibits and food booths. All local vendors shall be booked by the Columbus Civic Center. All professional, commercial or traveling food operations will be booked through Event Coordinators. Event Coordinators, Inc. shall have exclusive popcorn, cotton candy, candy apples, funnel cakes and corn dogs. Second party shall not book any concession games. All concession games shall be booked through Event coordinators only. No Parking Fees to be charged for Spring Fling customers. Ride Midway operation will be located in the traditional and visible front lot and cannot be moved from this front lot location. Either party to this agreement may cancel the agreement by giving the other party 180 days' advance written notice of cancellation.

8. That it is mutually agreed by both parties hereto that there is no other contract or promise, either written or verbal existing between them, and that this contract is subject to the approval of the president of the party of the first part either by wire or letter.

9. That party of the second part further agrees to use their influence to prevent other like attractions from exhibiting in or near the aforesaid city until after the termination of this engagement.

10. In case of sickness or death of any performer, then party of the first part shall have a reasonable length of time to replace such act or performer. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which the party of the first part has no control, then they are not to be held for damages by party of the second part.

11. This contract entered into and signed in duplicate in the City of Columbus, State of Georgia this the 6th day of April A.D., 2018, by the duly authorized representatives of the parties hereto.

This date to be known and advertised as  
**Spring Fling**  
**Columbus, Georgia**  
**April 5 – April 14, 2019**  
**April 3 – April 12, 2020**  
**April 9 – April 18, 2021**  
**April 8 – April 17, 2022**  
**April 7 – April 16, 2023**

By \_\_\_\_\_  
Party of the first part  
**Organization**  
**Columbus Civic Center**

By \_\_\_\_\_  
Party of the second part  
Title

Witness Present