

**SECURITY AGREEMENT MADE BETWEEN
THE VILLAGE OF ORLAND PARK AND
CIRQUE ENTERTAINMENT, INC.**

THIS AGREEMENT ("Agreement"), entered into this 28 day of March, 2024, by and between the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois (hereinafter the "Village"), and Cirque Entertainment, INC. (hereinafter "Cirque Italia"), (each singularly or collectively also referred to as "Party" or "Parties"), relates to the security of the Cirque Italia.

WHEREAS, Cirque Italia intends to hold an outdoor acrobatic theatrical circus show (the "Event"); on April 25-28, 2024.

WHEREAS, the Parties have determined that the cooperation in providing security for the Event will result in benefits to Cirque Italia and the general public; and

WHEREAS, Village is willing to provide certain security related assistance to Cirque Italia in accordance with the terms and conditions of this Agreement; and

WHEREAS, Cirque Italia is willing to pay the Village for its security assistance.

NOW, THEREFORE, in consideration of the Parties' mutual understandings, promises, covenants, and agreements and compensation set forth below, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Cirque Italia intends to hold the Event on April 25-28, 2024.
2. Prior to the start of the Event, Cirque Italia shall commit to the following:
 - A. Cirque Italia commits to the hire back of (4) Police Department Officers at a rate not to exceed \$90.00 per hour. The Police Department shall be authorized to enforce the rules and regulations applicable to the Event, and to monitor and regulate the conduct of the Event participants during all operating hours of the Event. The Village of Orland Park shall have approval of all on-site security plans.
 - B. Weapons Detection System. Cirque Italia will arrange for two sets of weapons detection monitoring systems that will be placed at the main entrance which is estimated to be 12 feet wide. Police officer(s) will be stationed at this entrance as presence, but the actual monitoring of the weapons detection systems would be staffed by a third-Party security firm that will be contracted by Cirque Italia. Training in the Weapons Detection Monitoring system will be provided by the weapons detection rental company. Bag checks would only be required for those bags that require additional screening as a result of the detection system.

- C. Fence. Cirque Italia will arrange for fencing so as to limit the entrances/exits to the locations as provided on the site plan. The specifics of the fencing locations will be mutually agreed upon by the Parties to factor for the upcoming storm water improvement project, as well as the need to obtain access to parking.

3. In conducting the Event, Cirque Italia shall comply fully and shall cause its officers, employees, agents, contractors, volunteers and invitees to comply fully with all applicable federal, state, county and local laws, rules and regulations, including without limitation, Village ordinances regarding sound amplification and noise levels. Cirque Italia shall obtain and cause all contractors, vendors and exhibitors participating in the Event to obtain all necessary licenses, permits, approvals and inspections to conduct the Event, including but not limited to any said license, permits, inspections or approvals required from the Cook County Public Health Department.

4. The Parties agree to work in good faith to mutually resolve any problems occurring or arising out of the operation of this Agreement. No casual or inadvertent failure by the Village to comply with the provisions of this Agreement shall constitute a breach, provided however that upon receipt of written notice by Village, Village shall use commercially reasonable efforts to cure such failure.

5. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns, as applicable.

6. The persons signing this Agreement on behalf of Cirque Italia and the Village respectively represent and warrant that they have been granted all necessary right and authority to sign on behalf of their respective Parties and to so bind that Party to this Agreement.

7. This Agreement embodies the entire understanding, written or oral, in effect between the Parties relating to the subject matter hereof and supersedes any statement, representation, warranty, forecast or other information or Agreement, written or oral, made, given, or agreed to or that may currently exist between Village and Cirque Italia.

8. Neither Cirque Italia nor the Village shall be liable for the failure to perform their obligations under this Agreement if such failure is due to acts beyond their control including, without limitation, acts of God, such as tornadoes, floods, fire, or other inclement weather, acts of the public enemy, acts of government, civil disobedience, or any other cause or condition beyond Cirque Paranormal or the Village's control.

9. This Agreement can be modified only by a written instrument signed by all Parties.

10. Except as otherwise provided herein, neither Party may use the other Party's name and other indicia without prior express written approval of the other Party. All Parties agree that neither shall state nor imply, either directly or indirectly, other than pursuant to exercise of this Agreement, that it is supported, endorsed, or sponsored by the other Party and, upon the direction of the other Party, shall issue express disclaimers to that effect.

11. If the whole or any part of any provision of this Agreement is or becomes invalid, void or unenforceable for any reason, the same shall to the extent required be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement and shall in no way affect the validity or enforceability of any other provisions.

12. No waiver by a Party of any breach of a Party's obligations shall constitute a waiver of any other prior or subsequent breach, and neither Party shall be affected by any delay, failure, or omission to enforce or express forbearance granted in respect of any obligation of the obligated Party.

13. This Agreement may be executed in any number of counterparts, and the counterparts taken together will be deemed to constitute one and the same instrument.

14. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement, or to acknowledge, establish or impose any legal duty to any third Party.

15. The cooperation among the Parties as outlined in this Agreement shall not be construed as a legal entity or personality. Nothing contained in this Agreement, nor any act of Cirque Italia or the Village shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third-Party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Cirque Italia and the Village, and Cirque Italia shall have power to obligate or bind the Village in any manner whatsoever.

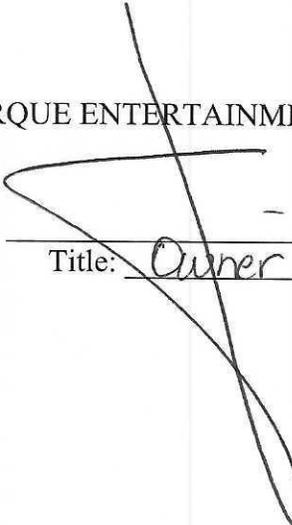
16. This Agreement shall be construed and interpreted according to the laws of the State of Illinois. All disputes arising out of this Agreement shall be resolved and adjudicated exclusively in the Federal and State courts located in Cook County, Illinois, and each of the Parties hereto hereby irrevocably submits to the exclusive jurisdiction and venue of said courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

VILLAGE OF ORLAND PARK

CIRQUE ENTERTAINMENT, INC.

By: _____
Village Manager

By:  - Manuel Rebecchi
Title: Owner