

**RECEIVED**

DEC 05 2011

ASSISTANT CITY MANAGER

**J & J AMUSEMENTS**  
RIDES - SHOWS - CONCESSIONS  
FOR FAIRS, CELEBRATIONS AND SPECIAL EVENTS

**John A Richardson**  
P.O. 485  
New Middletown, Oh. 44442

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Cell 330-623-0066

**CONTRACT AND AGREEMENT**

This contract entered into this 31st day of March 2011, by and between J & J Amusements, party of the first part and Help Line of Key West, hereinafter referred to as the party of the second part.

**WITNESSETH:** That in consideration of the sum of one Dollar and other good and valuable considerations, the receipt thereof which is hereby acknowledged by both parties hereto, the parties hereto mutually stipulate and agree as follows:

J & J Amusements agrees to present their Amusement Rides, Shows and Concession, for 18 days in the City of Key West, State of Florida, Commencing on December 15, 2011 and ending on January 1, 2012 both dates inclusive.

J & J Amusements will furnish adequate liability insurance as required by the state of Florida. Certificate of insurance will be sent to sponsor at least 7 days prior to the event's opening day.

J & J Amusements will hold the exclusive on all mechanical riding devices, shows, and concessions for the duration of this contract.

Party of the second part agrees to furnish all permits and licenses required to operate said event, police protection, and water at no charge to J & J Amusements. If operation or removal of any of the equipment is curtailed by reason of failure of party of the second part to procure proper and necessary permits, licenses, etc., to operate for period above stated, then party of the second part agrees to pay the party of the first part for any loss sustained thereby.

Party of the second part to furnish a suitable location know as street and empty lot located at Southard St. Truman Annex and free gate admission tickets for all actual attaches of the party of the first part, if exhibiting where a gate admission is charged.

Party of the first and second parts agrees to furnish electric current, including the connection and disconnection of transformers, if used.

First party to furnish all ticket sellers

Any insurance, amusement, or state tax is not considered part of the gross income.

First party is responsible for clean-up of the grounds.

First party agrees to pay second party 25% of the gross from ride ticket sales, with a minimum guarantee of \$5000.00. Event to be known and advertised as Key West Holiday Festival.

Party of the second part agrees to use their influence to prevent other like attractions from exhibiting in or near the aforesaid city until after the termination of this agreement.

In case of accident or delay, strikes, labor or cancellation of insurance, fire, flood, tornados, epidemics, or material and equipment shortage, or any similar unforeseen occurrence over which the party of the first part has no control, then the party of the first part is not to be held for damages by the party of the second part.

It is mutually agreed by both parties that there is no other contract or promise, either written or verbal existing between them. Both parties represented within this agreement have the authority to enter into and execute this contract. This contract is for the Help Line 2011 Festival both parties exercise their right to renew or cancel the contract after the 2011 event. J & J Amusements shall have first right of refusal to resign this contract for future Help Line Festival.

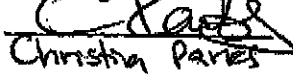
In witness whereof the parties hereto have set their hands this 25<sup>th</sup> day of April 2011 by the duly authorized representatives of the parties hereto.

Party of the second part

J & J Amusements

By:  as President of the Board of Directors for Help Line, Inc.

By: \_\_\_\_\_

Witness:  Christina Paries

Witness: \_\_\_\_\_

Lou Hernandez  
Help Line  
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