

MID-AMERICA SHOWS DELAWARE, INC.

AGREEMENT FOR 2009

This agreement made and entered into this 24th day of November, 2008, by and between **MID-AMERICA SHOWS DELAWARE, INC.** of Parker City, Indiana, Party of the First Part and **THE HUNTINGTON COUNTY CHAMBER OF COMMERCE** of Huntington, Indiana, Party of the Second Part; **WITNESSETH:**

The Party of the First Part hereby agrees to furnish the Party of the Second Part the following attractions during the Huntington Heritage Days festival to be held at Huntington, Indiana from June 17 - 21, 2009, dates inclusive.

RIDES: Spectacular, Major and Children's
CONCESSIONS: Games, Confections and/or Direct Sales.

It is understood and agreed between both Parties that "CONFECTIONS" consist of popcorn, caramel corn, cotton candy, candy apples, snow cones and drinks. "DIRECT SALES" include but are not limited to jewelry, novelties, lemon shakes, drinks, fudge candy, snow cones, waffles, elephant ears, French fries, doughnuts, pizza, sausage, dog on a stick, foot long hot dogs, hamburgers and other food of every description. The number and types of GAMES, CONFECTIONS and/ or DIRECT SALES that First Party will furnish is to be determined by First Party unless otherwise noted.

The Party of the Second Part hereby grants the Party of the First Part the exclusive privilege for all rides, inflatable amusements, shows and concessions of every description as noted above with the following exceptions: Second Party may contract one (1) Roasted Almond Concession.

The Party of the First Part agrees to pay the Party of the Second Part the sum of Twenty Percent (20%) of the first One Hundred Thousand Dollars (\$100,000.00) and Twenty-Five Percent (25%) of all over One Hundred Thousand Dollars (\$100,000.00) of the total gross receipts of rides, the sum of Twenty-Five Dollars (\$25.00) per Game and Fifty Dollars (\$50.00) per Direct Sales and/or Confection.

The Party of the First Part shall indemnify, defend, save and hold harmless the Party of the Second Part, its agents, employees and representatives from and against all claims, demands, liabilities, suits, actions, damages and losses for personal injury death or property damage, including, without limitation, court costs, investigative fees and attorney's fee arising out of Mid America Shows Delaware, Inc. operations hereunder, whether caused by the Party of the First Part or its agents, employees or subcontractors.

The Party of the Second Part shall indemnify, defend, save and hold harmless the Party of the First Part, its agents, employees and representatives from and against all claims, demands, liabilities, suits, actions, damages and losses for personal injury death or property damage, including, without limitation, court costs, investigative fees and attorney's fee arising out of Huntington County Chamber of Commerce operations hereunder, whether caused by the Party of the Second Part or its agents, employees or subcontractors.

The settlement is to be made on a mutually agreed upon schedule. Any Federal, State, County or City amusement and/or sales tax is not to be considered gross income. First Party will deduct zero percent from the gross income before computing privilege due Second Party and for this consideration, the Party of the First Part will furnish general liability insurance on the attractions furnished by First Party with limits of one million dollars (\$1,000,000.00) protecting both Parties.

The Party of the Second Part agrees to furnish satisfactory locations for attractions and related transportation equipment furnished by First Party per attached site plan (shaded area) and to assume the expense and responsibility of furnishing water, police protection, lavatory facilities and necessary licenses and permits for all attractions furnished by First Party. Further, it is agreed First Party is solely responsible for the cleanliness of the premises occupied by First Party during and at the closing of the event.

It is mutually agreed by both parties hereto that First Party will be allowed to commence erection of its attractions on the Monday immediately preceding the event by 5:00 p.m. and will commence dismantling its equipment no later than 6:00 p.m. on the closing Sunday.

The intersections consisting of Market and Warren Streets, Washington and Warren Streets and Franklin and Warren Streets will remain open and passable for traffic until the opening time of the Festival.

Advertising to be furnished as follows: The Party of the First Part agrees to furnish Two Hundred (200) posters for posting by the Party of the Second Part.

The Parties hereto shall not be held liable for any damages arising under this contract in case of truck accidents or delays, or collision, epidemics, strikes, embargoes, fires, cyclones, floods, war or government regulations prohibiting the operation of amusements; or any act of Providence over which the Parties have no control.


The Party of the Second Part agrees to not sponsor or contract any other amusements or similar entertainment one hundred-twenty days prior to the closing date of this engagement without the written consent of the Party of the First Part. Further, if any similar entertainment is allowed to exhibit within the City of Huntington, Indiana prior to this agreement, First Party reserves the right to declare this contract null and void.

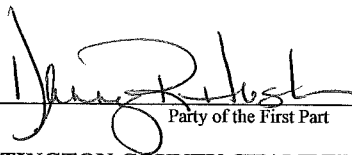
It is expressly understood that there are no verbal agreements or understandings not covered by this agreement; any change or amendment to this contract must be made in writing, and this contract must be signed or approved and verified by DANNY R. HUSTON.

IN WITNESS WHEREOF, the Parties hereunto have set their hands the day and year first above written.

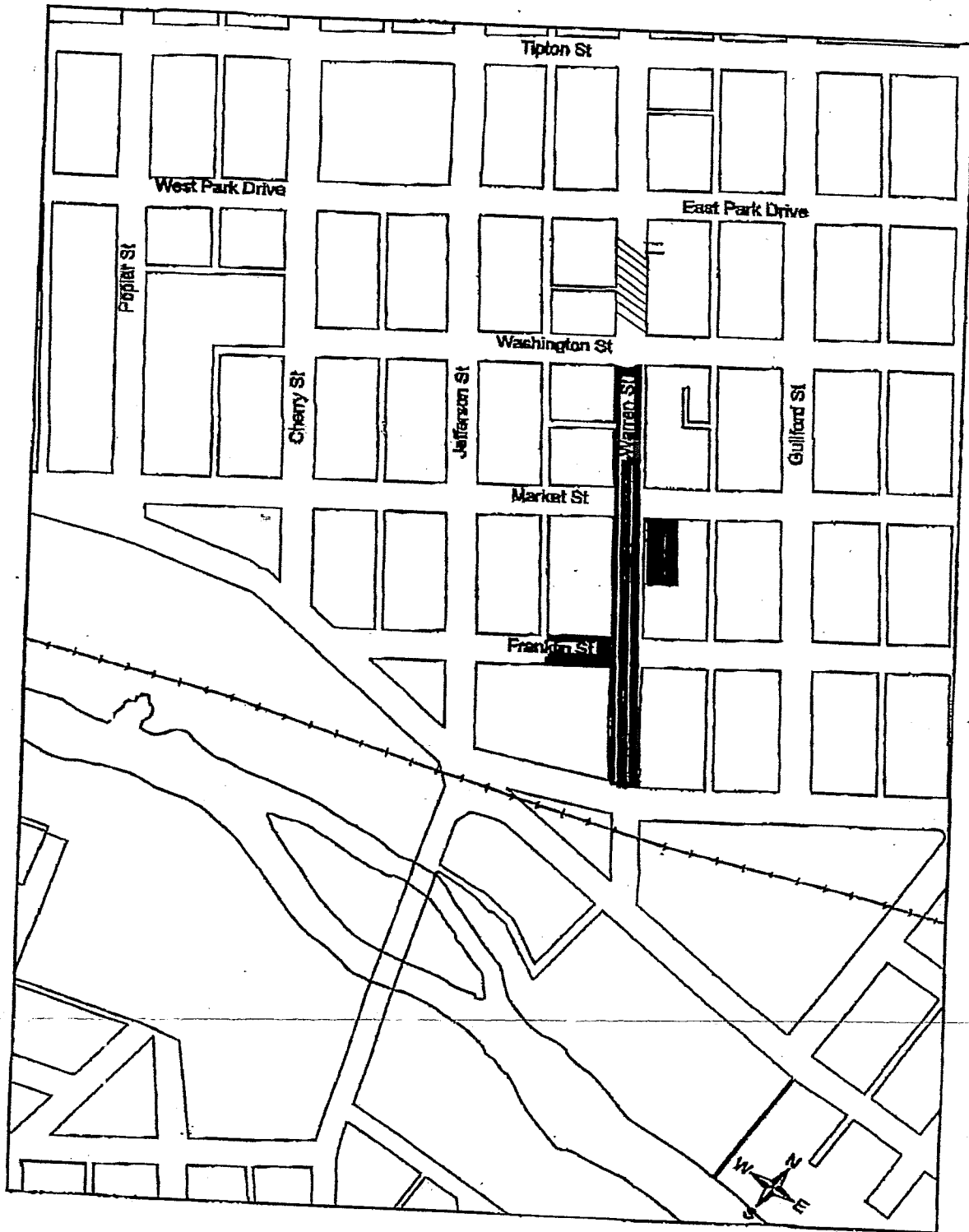
WITNESS:

MID-AMERICA SHOWS DELAWARE, INC.
Danny R. Huston, President




_____ Party of the First Part
HUNTINGTON COUNTY CHAMBER OF COMMERCE

_____ Party of the Second Part



Q. K. W.
08-11-06