



Letter of Agreement for Performance/Lecture

April 18, 2022

Laura Schmidt
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It is agreed the VENDOR will provide the following performance/lecture:

C.S. Lewis and the Marion E. Wade Center: Wheaton's Connection to Britain
Laura Schmidt, Archivist of the Marion E. Wade Center at Wheaton College, presents on the life and influence of British writer C.S. Lewis, author of The Chronicles of Narnia and The Screwtape Letters. Along with a small museum, the Marion E. Wade Center holds the largest collection of C.S. Lewis material in the United States, and also has collections relating to six other British authors. Come and learn more about this British haven nestled in the heart of Wheaton, Illinois.

Date of performance/lecture: Thursday, November 3, 2022

Time: 7P

Location: 102 E Wesley Street, Wheaton, IL 60187

Presentation Fee: \$200

Special equipment required:

- € Tables (#)
€ Slide Projector/Screen
€ Sound System
€ Laptop
€ Other
€ Other

I will bring my laptop but need a projector & screen. HDMI port on laptop to connect (or USB).

Laura Schmidt

Please sign and return a copy of this agreement. Please retain a second copy for your files.

It is the intention of the Wheaton Park District, DBA DuPage County Historical Museum, hereafter, Park District, to create a non-exclusive Independent Contractor relationship with ADD VENDOR, hereafter, VENDOR. This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

- I. VENDOR acknowledges and agrees that VENDOR is not entitled to any benefits or protections afforded employees of the Wheaton Park District (Park District) or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that VENDOR will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be VENDOR's sole responsibility and not the Park District's. Also, it is understood that VENDOR is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, VENDOR will be solely responsible for Contractor's own actions, and that of VENDOR's employees and agents, if any. The Park District will in no way defend VENDOR in matters of liability.
II. VENDOR acknowledges and agrees that VENDOR is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of VENDOR and those employees, if any, employed by VENDOR.
III. Payment Terms will be Net 30



- a. All Payments will come Net30 after event from Paymerang. ACH payments can be arranged by VENDOR after first payment from Paymerang comes through.
 - b. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. VENDOR will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- IV. The Wheaton Park District agrees to waive its general liability and/or workers' compensation insurance requirements ordinarily required of contractors. VENDOR fully understands and agrees that, as noted in Section IA above, VENDOR shall not be entitled to any benefits or protection afforded employees of the Wheaton Park District, irrespective as to whether or not VENDOR elects to maintain general liability and/or worker's compensation insurance to protect VENDOR. VENDOR further understands that, if applicable, the waiver of the workers' compensation insurance requirements does not extend to any workers' compensation insurance that VENDOR must maintain under state law, for any of VENDOR's employees.
- V. To the extent permitted by law, VENDOR shall indemnify, save, defend and hold harmless the Wheaton Park District, including its officers, officials, agents, volunteers and employees (collectively "Wheaton Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Wheaton Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act or omission of VENDOR (or anyone acting on behalf of VENDOR) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- VI. VENDOR acknowledges and agrees that VENDOR will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court. VENDOR shall further maintain all applicable licenses, certifications, and/or permits.
- VII. Force Majeure-In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.

Laura Schmidt
Authorized Signature of VENDOR
Laura Schmidt
Printed Name
April 19, 2022
Date

Michelle Podkova
MUSEUM/PARK DISTRICT Authorized
Signature
Michelle Podkova
Printed Name
April 19, 2022
Date