



**Letter of Agreement for Performance/Lecture**

April 18, 2022

VENDOR: Culinary Historians of Northern Illinois (CHNI)  
[Culinary.historians.ni@gmail.com](mailto:Culinary.historians.ni@gmail.com)

It is agreed the VENDOR and the Park District will partner to provide a family craft workshop event:

**Christmas Crafting from Grandma's Kitchen**

Saturday, November 12 | 1-3P | Museum Auditorium | \$10/family, \$5/individual

Description to be provided in detail at future meeting

Finances: Park District to provide event space and any craft supplies it already has on hand. Any expenses to be split 50/50 between VENDOR and Park District. Net profits to be split 50/50 after calculations from Park District finance department is complete. All expenses and revenue must go through Park District for ease of tracking receipts and balancing finances after.

Advertising and staff: VENDOR and Park District to provide advertising to each of their networks and provide staff at event. Not expecting more than one or two staff members per organization needed. VENDOR to set up Facebook account and develop flyer. Park District ~~take~~ registration.

**Date of performance/lecture:** November 12, 2022

**Time:** 1-3P

**Location:** 102 E Wesley Street, Wheaton, IL 60187

DCHM will be responsible for supplies and coordination of craft station preparing popcorn and paper garlands  
CHNI will be responsible for two craft stations; simmering potpourri and recipe-related trimmings and gifts to take and track registration

**Special equipment required:**

- Tables (# 8 large size (2 at sign it, 2 at each CHNI station))
- Slide Projector/Screen
- Sound System
- Other chairs
- Other signage

**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 CHNI, 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

Park Dist will do event registration.  
(MP)



- a. All Payments will come after all expenses and revenue has been collected and confirmed through Park District finance department. Check will come from Paymcrang. ACH payments can be arranged by VENDOR after first payment from Paymcrang comes.
  - 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. ~~we do not have food permit. Does this means it is our event only?~~
- 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.

No food is being served.  
(MP)

Geraldine M Rounds  
Authorized Signature of VENDOR

Michelle Podkova  
MUSEUM/PARK DISTRICT Authorized Signature

Geraldine M. Rounds  
Printed Name

Michelle Podkova  
Printed Name

May 1, 2022  
Date

5/23/22  
Date