

**488 PARK CONSULTING, LLC**  
**Client Agreement**

This Client Agreement is made the date last written below by and between 488 Park Consulting, LLC, an Illinois limited liability company with its principal place of business located at 4045 Ellington Avenue, Western Springs, Illinois 60558 (“488 Park”) and The Wheaton Park District, with its principal place of business located 855 W. Prairie Ave, Wheaton, Illinois 60187 (“Client”) for the Project known as Wheaton Park District Donor Databases (“the Project”).

**1. Services.** 488 Park provides a number of different services (together, “488 Park Services”), not all of which may be needed for this Project. Client should check the 488 Park Services listed here for those which it wishes to engage 488 Park for the Project:

#1	Prep contacts, organizations, households, transactions, campaigns, relationships, plus calls with staff, sort the data for Cosley Foundation, DuPage County Historical Museum Foundation, and Play for All Playground & Garden Foundation to prepare for data import into their own respective platforms	\$1,600
#2	Set up Little Green Light and import data for DuPage County Historical Museum Foundation and Play for All Playground & Garden Foundation including creating fields, adding picklist choices to fields, creating campaigns, appeals, events and funds prior to import, calls with staff	\$700
#3	Customize Little Green Light for each foundation and train staff to use the platform accordingly to support staff efficiency in the platform including creating and syncing forms, creating form email confirmations and notifications, creating thank you letter templates, creating sample searches, creating default export templates for constituent and gift reports, connecting to Stripe, connecting information to email marketing tool, calls with staff, and creating manual	\$2,100
#4	✓ All of the above	\$4,400

488 Park at Client’s written request may provide other 488 Park Services other than those checked above for the Project without the need for Client to execute a new or amended Client Agreement. 488 Park shall be compensated as set out in Paragraph 2 for any 488 Park Services provided to Client for the Project.

From time to time 488 Park may recommend a subcontractor become involved in the Project. 488 Park will not engage a subcontractor without the prior written approval of the Client, and such subcontractor shall be a “pass-through” cost to the Client.

**2. Compensation.** 488 Park shall be paid at the rate of \$4,400.00 for 488 Park Services. When activity on the Project warrants, will provide an invoice which shall state the date 488 Park Services were provided, the nature of 488 Park Services and the amount of time devoted to such Services. Payment is due upon completion of 488 Park Services and receipt of invoice.

From time to time 488 Park may advance expenses for the benefit of Client in furtherance of 488 Park Services. Client shall pay or reimburse 488 Park for all reasonable expenses incurred by 488 Park in providing 488 Park Services, provided that 488 Park obtains approval of Client in advance, and submits, with the invoice, a statement setting out all such costs or advances with receipts and other supporting documentation attached.

Upon execution of this Client Agreement, a retainer of \$0 is immediately due and payable, which is non-refundable but shall be applied to the initial time spent on 488 Park Services and any advances made on behalf of Client.

**3. Client Information.** Client hereby agrees to furnish 488 Park with all current information and documentation which may have some bearing on the 488 Park Services to be provided and is requested by 488 Park ("Client Information"). It will be Client's responsibility to provide 488 Park with its Client Information, and Client acknowledges that 488 Park shall be entitled to rely upon this Client Information in providing 488 Park Services. Client acknowledges that it is important for the Client to notify the 488 Park of any changes to the Client Information in a timely manner.

**4. Proprietary Information.** 488 Park and Client acknowledge that each has developed at considerable cost certain information not generally known to the public or to those within the area of their respective business, including but not limited to (a) design ideas and proposals, (b) financial information, (b) business methods and techniques, (c) information concerning products, procurement and sales activities, promotions and pricing techniques, prices, costs, market research, developments, (d) names and addresses and other confidential information which comprises a customer list, none of which is readily available to the either except as a result of the work performed and to be performed under this Client Agreement, and (e) other information about 488 Park and Client that is not known to the public and gives each an opportunity to obtain an advantage over competitors who do not know or use it ("Proprietary Information"). 488 Park and Client acknowledge that each has invested and continues to invest substantial sums in the development and protection of its Proprietary Information, and that the Proprietary Information is valuable only as long as it remains confidential. Park 488 and Client agree it will not, directly or indirectly, disclose or communicate to any person or entity any Proprietary Information of the other. This covenant has no geographical or territorial restriction or limitation.

**5. Governing Law.** Client and 488 Park agree that this Client Agreement is entered into in the State of Illinois and shall be interpreted, construed and enforced, and all questions concerning compliance by any person with its terms shall be determined, in accordance with the laws of the State of Illinois applicable to agreements made and to be performed within such State without regard to such State's conflict of laws provisions.

The non-prevailing party to any dispute shall pay all court or arbitration costs, including any reasonable attorney's fees.

**6. Dispute Resolution.** If either party believes it has a complaint, claim, or dispute with the other, said party shall put in writing to the other a detailed explanation of the dispute at least 14 days prior to initiating any arbitration or legal action, and both parties shall make a good faith effort to reach an amicable resolution without litigation.

**7. Term and Termination.** This Client Agreement shall commence on the date last written below and shall continue for a period from that date to the completion of 488 Park Services.

488 Park and Client shall have the right to terminate this Client Agreement for cause, subject to the right to cure, by providing written notice as provided in Paragraph 9 of this Client Agreement of any failure to perform the material duties required of it under this Client Agreement, including the payment of any compensation then due. The notice shall state the nature of the failure to perform giving rise to the notice, and the party claimed to be in violation shall have fifteen days from the date notice is received in which to cure said violation, and if not cured within that period the termination shall take immediate effect upon the expiration of the cure period.

In addition, 488 Park and Client shall have the right to terminate this Client Agreement without cause upon fifteen days' notice, as provided in Paragraph 9 of this Client Agreement.

Upon expiration or termination of this Client Agreement, all fees or other sums which may be owed shall survive termination and shall be immediately due and payable.

Any Proprietary Information, as that term is defined in this Agreement, shall be immediately returned to 488 Park upon the termination of this Agreement.

**8. Assignment, Waiver.** This Client Agreement may not be assigned by either party without the written consent of the other. No provision of this Client Agreement shall be waived, altered, modified or amended except in writing signed by the parties, provided, however, that 488 Park may modify or amend the compensation or nature of the services to be provided hereunder by providing the Client with 30 days advance written notice of the effective date of such amendment.

**9. Notices.** All notices given under this Agreement must be in writing and will be deemed duly given, (a) when personally delivered, (b) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to the party with an acknowledgment of receipt requested, or (c) when sent by email with confirmation of receipt, at the following addresses and email addresses:

if to 488 Park: Margaret Kreikemeier  
PO Box 125  
Western Springs, IL 60558  
Email: [meg@488parkconsulting.com](mailto:meg@488parkconsulting.com)

if to Client: Michael Benard  
Wheaton Park District  
855 W. Prairie Ave.  
Wheaton, IL 60187

**10. Entire Agreement / Headings.** This Client Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. The heading of the Sections are inserted for convenience only and shall not constitute a part of the Client Agreement.

**AGREED:**

**488 Park Consulting, Inc.**

  
\_\_\_\_\_  
Margaret Kreikemeier, President

**Client**

  
\_\_\_\_\_  
[Client's signature]

Michael J. Benard, Executive Director  
\_\_\_\_\_  
[Client's name and title]

102 E. Wesley Street , Wheaton Illinois 60187  
\_\_\_\_\_  
[Client's address]

Dated: 3/27/2025





Dated: 04 / 09 / 2025  
\_\_\_\_\_

---

Title	488 Park Consulting & Wheaton Park District Client Agreement
File name	488_Park_Consulti...ent_Agreement.pdf
Document ID	1f57e8c64bfe0d11d15add0cbbadaa20e346aa26
Audit trail date format	MM / DD / YYYY
Status	● Signed

---

## Document History

 SENT	<b>03 / 27 / 2025</b> 19:23:18 UTC	Sent for signature to Michael Benard (mbenard@wheatonparks.org) from meg@488parkconsulting.com IP: 99.67.195.124
 VIEWED	<b>04 / 09 / 2025</b> 19:55:47 UTC	Viewed by Michael Benard (mbenard@wheatonparks.org) IP: 96.74.159.41
 SIGNED	<b>04 / 09 / 2025</b> 19:59:45 UTC	Signed by Michael Benard (mbenard@wheatonparks.org) IP: 96.74.159.41
 COMPLETED	<b>04 / 09 / 2025</b> 19:59:45 UTC	The document has been completed.

## ADDENDUM TO CLIENT AGREEMENT WITH 488 PARK CONSULTING LLC

This Addendum ("Addendum") is made to that certain Client Agreement ("Agreement") by and between 488 Park Consulting, LLC, an Illinois limited liability company ("488 Park") and Wheaton Park District, an Illinois park district and unit of local government ("Client"). This Addendum modifies and supplements the Agreement. In the event of any conflict between a provision of the Agreement and this Addendum, the provision of this Addendum shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. Section 4. **Proprietary Information.** Section 4 is revised by adding the following underlined text at the end of the second to last sentence:

"Park 488 and Client agree it will not, directly or indirectly, disclose or communicate to any person or entity any Proprietary Information of the other, except as may otherwise be required by applicable law or a court of competent jurisdiction. This covenant has no geographical or territorial restriction or limitation."

2. Section 11. **Indemnification.** A new Section 11, entitled "Indemnification" is added as follows:

"11. **Indemnification.** Each party (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all costs, losses, demands, claims or expenses (including court costs and reasonable attorneys' fees) whatsoever brought by a third party against, or incurred by, the Indemnitee arising from: a) the negligence, intentional or willful misconduct of the Indemnitor; b) Indemnitor's performance or failure to perform pursuant to this Agreement; or c) any claim arising out of, or in connection with, any service or obligations hereunder provided by the Indemnitor in connection with the Performance. In no event shall either party be liable to the other party for any indirect, special, or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses) arising out of or in connection with this Agreement or its subject matter, regardless of whether such party knows or should know of the possibility of such damages. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including, but not limited to, negligence), or any other grounds, regardless of the form of action."

All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Addendum contain all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or contracts between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Addendum must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates set forth below.

**WHEATON PARK DISTRICT**

By: 

**488 PARK CONSULTING, LLC**

By: 

Its: Executive Director

Its: Owner

Date: 4/9/2025

Date: 4/9/2025