



**Partnership Letter of Agreement**

May 19, 2022

**PARTNER:** Wheaton Public Library  
225 N. Cross Street | Wheaton, IL 60187  
Contact: Courtney Tedrick

(630) 868-7526

courtney@wheatonlibrary.org

It is agreed the Wheaton Park District will pay 50% of the speaker fees in a check made out to Wheaton Public Library as a reimbursement for the following program. Wheaton Public Library shall write the full amount to the speaker.

**HISTORIC PORTRAYAL: SHERLOCK'S MATCH**

Wednesday, Aug. 3 • 7 pm • Virtual

Meet Irene Adler, the only woman able to outsmart Sherlock Holmes. Laura Keyes of Historic Voices recounts their meeting and the profound impact Irene had on the detective's life and career. Register at <https://wheatonlibrary.org/event/historic-portrayal-sherlocks-match>

**Date of performance/lecture:** Wednesday, August 3, 2022

**Time:** 7P

**Location:** Virtual-Zoom event

**Presentation Fee:** \$250 [\$125 Wheaton Park District's half]

**Partnership expectations:**

- Each party shall advertise to their network through as many means as they can including social media, website, print materials, program guides, newsletters, etc.
- A table at the event will be provided for the PARTNER to advertise and speak with guest.
- The Park District shall track registration through the Eventbrite website.

**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 partnership relationship with Wheaton Public Library, hereafter, PARTNER. This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

- I. PARTNER acknowledges and agrees that PARTNER 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 PARTNER 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 PARTNER's sole responsibility and not the Park District's. Also, it is understood that PARTNER 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, PARTNER will be solely responsible for Contractor's own actions, and that of PARTNER's employees and agents, if any. The Park District will in no way defend PARTNER in matters of liability.
- II. PARTNER acknowledges and agrees that PARTNER 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 PARTNER and those employees, if any, employed by PARTNER.

III. Payment Terms



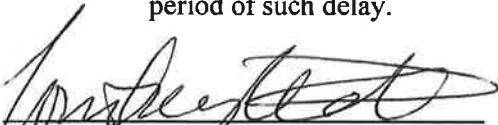
a. All Payments to reimburse the PARTNER shall be made by NET 30 terms of the date of the presentation.

IV. The Wheaton Park District agrees to waive its general liability and/or workers' compensation insurance requirements ordinarily required of contractors. PARTNER fully understands and agrees that, as noted in Section IA above, PARTNER shall not be entitled to any benefits or protection afforded employees of the Wheaton Park District, irrespective as to whether or not PARTNER elects to maintain general liability and/or worker's compensation insurance to protect PARTNER. PARTNER further understands that, if applicable, the waiver of the workers' compensation insurance requirements does not extend to any workers' compensation insurance that PARTNER must maintain under state law, for any of PARTNER's employees.

V. To the extent permitted by law, PARTNER 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 PARTNER (or anyone acting on behalf of PARTNER) and directly or indirectly in connection with, or under, or as a result of this Agreement.


VI. PARTNER acknowledges and agrees that PARTNER 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. PARTNER 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.

  
Authorized Signature of PARTNER

Courtney Tednick  
Printed Name

5/19/22  
Date

  
MUSEUM/PARK DISTRICT Authorized Signature

Michelle Podkova  
Printed Name

5/19/22  
Date