



Letter of Agreement for Performance/Lecture

March 23, 2022

John Hallwas
404 S. Edwards St.
Macomb, IL 61455

309-252-2530

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

Sandburg's Chicago Poems: Empathy for Others and a Meaningful Sense of Place

Professor Hallwas has written about more than a hundred Illinois authors, in books and articles, and the modern edition of Carl Sandburg's Chicago Poems features an introduction by him. He will discuss the famous author's perspective on Chicago more than a century ago and will relate that to the need for fostering a sense of place, or community--which remains a crucial matter for towns and counties today.

Date of performance/lecture: September 10, 2022 **Time:** 1P-2P

Location: 102 E Wesley Street, Wheaton, IL 60187

Presentation Fee: \$350

Special equipment required:

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

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 **John Hallwas**, 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


DUPAGE
COUNTY
HISTORICAL
MUSEUM

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.



Authorized Signature of VENDOR

John E. Hallwas

Printed Name

Date March, 23, 2022

MUSEUM/PARK DISTRICT Authorized
Signature

Michelle Podkova 3/23/22