

Around The Town Entertainment LLC

P.O. Box 6105
Elgin, IL 60121-6105

Phn # 847-622-8487

E-mail: AroundTheTownEnt@icloud.com

Contract & Invoice

Rep	Today's Date	Invoice #
MAC	5/23/2022	222-060ip

BILL To and/or SEND TO:
DuPage County Historical Museum A Facility of Wheaton Park District Atten: Michelle Podkova 102 E. Wesley St. Wheaton, IL 60187 E-mail: mpodkova@wheatonparks.org

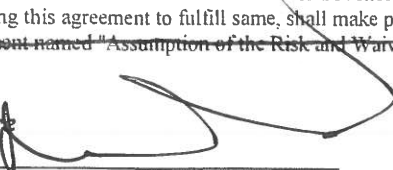
Location of Event & Directions	
Metra Wheaton Train Station 402 W. Front St. Wheaton, IL 60187 Train ride	
Event	Santa Express

P.O. No.	Contact Name	Emergency #	# of Guests	Ages
2078-79ip	Michelle Podkova		unlimited	all

Performance Time	Entertainer	Description	Rate	Qty	Amount
ARRIVE 8:45am FIRM		Dec 9-11, 2022: Santa will meet on train platform & greet families until train arrives. <i>ride train with guests.</i>	0.00	0	0.00
9-11am (2hr)	Santa (Carl S.)	*Friday 12-9-22. 1-time discount applies.	275.00	1	275.00
9am-1pm (4hr)	Santa Wayne K.	*Saturday 12-10-22. 1-time discount applies.	525.00	1	525.00
9am-1pm (4hr)	Santa (Carl S.)	*Sunday 12-11-22. 1-time discount applies.	525.00		525.00
Gas Surcharge	Parking & Gas Sur (Comp...	waiving Gas Surcharge \$15/day. Meet & Greet, Photos, Pass out items provided by customer. Elf handler will assist.	0.00		0.00
		Please sign & e-mail Contract ASAP. \$2% fee applies for each credit card transaction.		0	0.00
				0	0.00
All CHECKS payable to: Around The Town Entertainment LLC. All ZELLE payments call 847-622-8487.					Total \$1,325.00
Payment Terms		BALANCE DUE 11-30-22		Retainer \$665 DUE asap	

- The starting time shown above may be delayed by 15 minutes due to weather & traffic conditions beyond the entertainer(s) control. If client delays any above performances, contracted time can be extended by delayed time if entertainer(s) is available. If not, then client is responsible for contracted amount(s).
- IF RETAINER &/or SIGNED CONTRACT has NOT been received AFTER 5 days from today, the event date will be released unless otherwise pre-arranged. FULL PAYMENT is DUE 5 business days before event date UNLESS specified above. GRATUITY is optional. A 9% per annum service charge will apply to bills not paid within 30 days from event date. There will also be a \$25 fee for each returned check.
- If the above entertainer(s) is prevented from performing due to illness, accident or other cause beyond reasonable control, the obligation to that performance may be nullified or a replacement act may be found. All attempts will be made to find a replacement in cases such as these.
- NOTE: Provide shelter, tent or shade for all outdoor events. It is our policy to have an adult supervise all kids performances. We DON'T RECOMMEND balloons for children under the age of 3. Advise in writing of any ALLERGIC REACTIONS to peanuts, chocolate, or latex regarding residential entertainment only.
- ADDITIONAL HOURS to those listed above (O.T.) will be charged as follows: 1 Hr @ \$135 & 1/2 Hr @ \$90 (NOT INCLUDING Magician & Variety Shows).
- Unless otherwise prearranged, NO VIDEO/AUDIO /VISUAL taping, in any capacity by customer(s), or any affiliate or their guests, or employee(s) is allowed DURING ANY MAGICIANS STAGE SHOWS. Take as many still pictures that you like.
- Name(s) shown above is provided as an aid to help visualize the Costume Character. This company does not claim to duplicate the trade marked character nor do the costumes duplicate the trade marked character
- COVID & Variants: We are complying with ALL current safety procedures set by the CDC. Therefore, ALL entertainer(s) & attending guests will adhere to these guidelines as well. As such, entertainer(s) have the right to refuse service to guests who are not adhering to these guidelines
- COVID & Variants CANCELATIONS: NO PENALTY if Governor mandates to Phases 1-3; OTHERWISE, this agreement is NON-CANCELABLE. Failure on the party signing this agreement to fulfill same, shall make party failing to do so liable for amount of agreement.
- The Ancillary Document named "Assumption of the Risk and Waiver of Liability Relating to COVID & Variants" is set forth on "Schedule A" attached hereto.

Customer Signature
on all page(s)..X



Date 5/23/22

"TOTAL" amount is shown on last page!

MAC



Amendment for Around the Town Entertainment LLC Agreement

May 25, 2022

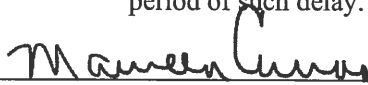
Please sign and return a copy of this agreement. Please retain a second copy for your files.

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 Around the Town Entertainment LLC, hereafter, VENDOR. This amendment shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

VENDOR shall provide Santa for December 9, 2022 from 9-11A; December 10, 9A-1P; and December 11, 9A-1P. Santa shall, greet guests on the train platform and ride the train with the families, taking photos of each family. An elf handler from Park District will assist Santa.

On the occasion that Metra cancels one or more trains, VENDOR agrees to allow the event to move from the train station to 102 E. Wesley (a few blocks away) to take photos with the families.


- I. 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.
- II. 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.
- III. 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
Maureen Curran

 Printed Name

_____ **5-25-22** _____
 Date



 MUSEUM/PARK DISTRICT Authorized Signature
Michael Benard

 Printed Name

_____ **5/25/22** _____
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

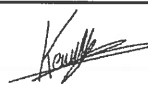
PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Around The Town Entertainment, LLC 15 Cedar Elgin South Elgin, IL 60177		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.145.148.5	03/09/2022	03/09/2023	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.144.895.5	03/09/2022	03/09/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wheaton Park District is added as an additional insured, subject to policy terms and conditions. Santa scheduled visits December 9th - 11th, 2022

CERTIFICATE HOLDER Wheaton Park District 102 East Wesley Street Wheaton, IL 60187	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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