



**Letter of Agreement for Performance/Lecture**

March 27, 2025

Around the Town Entertainment, LLC

PO Box 6105

Elgin, IL 60121-6105

847-622-8487

AroundTheTownEnt@icloud.com

It is agreed the CONTRACTOR will provide the following performance/lecture:

Santa to visit with guests of the Santa Express program at the Wheaton Train Station 15 minutes before each ride and ride the train visiting each family. Total of 5 train rides. Option to move the event to the Museum in the event that Metra cancels the train. Elf handler will be provided by DuPage County Historical Museum Staff.

Friday, December 12 - 9:45-11:45

Saturday, December 13 – 9:15-1:15

Sunday, December 14 – 9:15-1:15

**Location:** Wheaton Train Station, 402 W Front Street, Wheaton, IL 60187

**Fee for all three days: \$1,535 (\$785 retainer, remainder paid net 30)**

**Special equipment required (please write in):**

**WHEATON PARK DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

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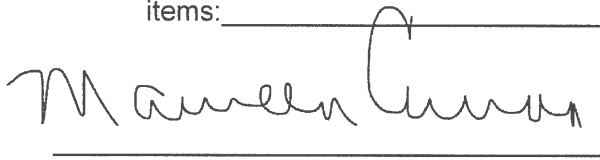
- I. It is the intention of the **Wheaton Park District, DBA DuPage County Historical Museum, hereafter, Park District** to create a non-exclusive Independent Contractor Relationship with **Around the Town Entertainment, LLC**. This agreement shall not be construed as creating an employer/employee relationship or joint employment relationship between the parties.
- A. Contractor acknowledges and agrees that Contractor is not entitled to any benefits or protections afforded employees of the Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that Contractor 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 Contractor's sole responsibility and not the Park District's. In addition, Contractor 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, Contractor will be solely responsible for Contractor's actions, and that of Contractor's employees and agents, if any. The Park District will in no way defend Contractor in matters of liability.
  - B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and businesses.
  - C. Contractor agrees not to identify and act as an employee or joint employee of the Park District to members of the public.
  - D. Contractor acknowledges and agrees that Contractor 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 Contractor and agents employed by Contractor, If any.
- II. The Contractor shall provide specific services as required by the Park District.
- A. Services to be performed by Contractor include:
    - Riding the Santa Express train with patrons. Taking photos with and talking to each family at the Train Station and on the train.
  - B. Results to be achieved by Contractor include:
    - Conducting a successful program based on program description, dates and times advertised.
  - C. Days and hours of work to be performed by Contractor include:
    - See IV below
  - D. Location(s) of work to be performed by Contractor include(s):
    - Wheaton Train Station
  - E. Contractor's other responsibilities include:
    - Provide the Park District staff with an Invoice for event.
    - Provide the Park District staff with changes for brochure, fees, location and/or any other matter pertaining to the program.
- III. The Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to their own independent judgment, and is solely responsible for the direction of their employees and agents. The contractor acknowledges and agrees that they will devote such times as is necessary to produce the contracted for results. The Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.

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- IV. The duration of this independent contractual agreement will be:
- A. Friday, December 12 - 9:45-11:45
  - B. Saturday, December 13 – 9:15-1:15
  - C. Sunday, December 14 – 9:15-1:15
- V. Method of Payment:
- A. Payment
    - Invoice submitted to Wheaton Park District and then Purchase Order (Check or ACH if signed up for it) sent to Contractor.
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  - B. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-NEC. The Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- VI. The contractor acknowledges and agrees that they are responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to.
- VII. The Contractor acknowledges and agrees that Contractor is solely responsible for the actions of employees or agents hired by the Contractor in performing the work/services.
- VIII. The Contractor agrees to provide and keep in force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than seven (7) days prior to the commencement date of this agreement.
- These insurance requirements may be waived by written agreement. In the event the Park District waives this requirement, the Contractor must understand and agree that they remain an independent contractor and shall not be an employee of the Park District. As an independent contractor, and consistent with Section I above, the Contractor shall not be entitled to any benefits or protection afforded employees of the Park District, irrespective as to whether or not the Contractor elects to maintain general liability and/or worker's compensation insurance to protect Contractor.
- IX. All insurance coverage provided by the Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Contractor's insurance and shall not contribute with it.
- X. The Park District, its officers, agents and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.

- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.
- XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hours claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the 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 of the Contractor (or anyone acting on behalf of the Contractor) and directly or indirectly in connection with, or under, or as a result of this Agreement.
- XIII. The Contractor acknowledges and agrees that they 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.
- XIV. Contractors, in providing any aid, benefit, or service, will not, directly or through contractual, licensing, or other arrangements, discriminate on the basis of disability.
- A. Discrimination includes but is not limited to:
- Refusing to conduct an assessment when a visitor with a disability makes a request for a reasonable modification;
  - Denying a request for a reasonable modification unless the request creates an undue burden; and
  - Charging a higher fee for participation by a visitor with a disability than the fee charged to a visitor without a disability for the same service.
- B. The Contractor agrees:
- It will welcome visitors with disabilities.
  - It will make services, programs, and equipment available to participants with disabilities who meet eligibility requirements.
  - It will, when a visitor asks for a reasonable modification, evaluate the request and, unless fulfilling the request is an undue burden, fulfill the request.
  - It will keep a single record containing all requests for reasonable modification, including date and time, activity, details about the person making the request, the disposition of the request, and any cost incurred to fulfill the request.
  - It will provide that record to the Park District upon request, or within two weeks of the end of every quarter of the year.
- C. The Park District agrees:
- It will ensure that parking, restrooms, and accessible routes to the Contractor's place of business in the facility are accessible and maintained by the Park District to remain accessible.
  - It will be available to assist Contractor in evaluating requests for reasonable modification.
- XV. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The Contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.

- XVI. Contractor represents and warrants that the Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the Contractor for the services.
- XVII. 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.
- XVIII. Contractor agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor or other person on behalf of the Contractor to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.
- XIX. This Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is not-assignable by the Contractor.
- XX. Other items: \_\_\_\_\_



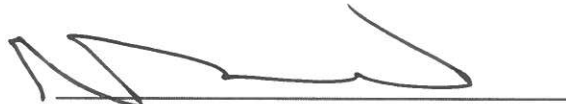
Authorized Signature of Contractor

**Maureen Curran**

Print Name

**4-1-25**

Date



Authorized Signature

Michael J. Benard



Date

For Office Use Only:

Background Check Waiver	Independent Contractor Agreement	Certificate of Insurance
submitted and ran by HR		attached

# 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	Todays Date	Invoice #
MAC	3/26/2025	225-050

<b>BILL / SEND TO:</b>
DuPage County Historical Museum A Facility of Wheaton Park District Atten: Michelle Podkowa 102 E. Wesley St., Wheaton, IL 60187 E-mail: mpodkowa@wheatonparks.org CC Email:

VENUE	
Metra Wheaton Train Station 402 W. Front St. Wheaton, IL 60187 Ride the train	
Event	Santa Express

P.O. No.	Contact Name	Emergency #	# of Guests	Ages		
5067-68	Michelle Podkowa	847-772-7753 cell	unlimited	all		
Performance Time	Entertainer	Description	Rate	Qty	Amount	
Platform arrival	Santa	Fri @ 9:45am + Sat-Sun @ 9:15am (3 days). Greet families until train arrives. Amount included below.				
10-11:45am	Santa (Irwin)	Friday 12-12-25. Ride Train.	350.00		350.00	
9:30am-1:15pm	Santa (Bob R.)	(* \$600) Saturday 12-13-25. Ride Train.	570.00		570.00	
9:30am-1:15pm	Santa (Irwin)	(* \$600) Sunday 12-14-25 Ride Train.	570.00		570.00	
Gas Surcharge	Parking or Gas (Compens...	Gas Surcharge \$15/day.	15.00	3	45.00	
Ride Train		Meet/Greet, Photos, Pass out items provided by customer. Park Districts "Elf handler" will assist. >>> Please sign & e-mail contract ASAP. * 1-time discount applied. >>>> Option to move event 3 blocks to museum.		0	0.00	
ACH or Check payable to:Around The Town Entertainment LLC			<b>Total</b>		\$1,535.00	
Payment Terms			BALANCE Net 30		Retainer \$785 DUE asap	

1) 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... Otherwise client is responsible for contracted amount(s).

2) IF RETAINER &/or SIGNED CONTRACT has NOT been received AFTER 5 business days from "todays date", the event date can 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.

3) 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.

4) NOTE: Provide shelter/shade for all outdoor events. It is our policy to have an adult supervise all kids performances. We DON'T RECOMMEND balloons for kids under the age of 3. Advise in writing of any ALLERGIC REACTIONS to (but not limited to) latex regarding residential entertainment.

5) ADDITIONAL HOURS to those listed above (O.T.) will be charged as follows: 1 Hr @ \$150 & 1/2 Hr @ \$90 (EXCLUDES Magician, Stage Shows & Holiday Entertainers).

6) 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.

7) "Entertainer" name(s) shown above is provided as an aid to help visualize the entertainment. My company (ATTE) does not claim to duplicate the trademarked character nor do the costumes.

8) COVID & Variants: ATTE is complying with ALL current safety procedures set by the CDC & expect ALL entertainer(s) & attending guests to do so as well. As such entertainer(s) have the right to refuse service to guests who are not adhering to these guidelines.

9) CANCELATIONS: This agreement is NON-CANCELABLE (EXCEPT if Governor mandates phase 1-3 regarding Covid/Variants). Failure on the party signing this agreement to fulfill same, shall make party failing to do so liable for amount of agreement.

10) IMAGE CONSENT: A limited agreement is granted for 1 year from the event date for use of all images taken from above invoice & as part of on line or print promotion for Corp host/photographer; or photographer competition. Images are the property of ATTE which has the right to decide where image(s) will be displayed; used for social media, or broad cast purposes which involves a different rate & licensing agreement. A secondary Image Consent Agreement for publication of images for 3rd party commercial use or any use that implies the endorsement by entertainer of any product or viewpoint, such as, but not limited to, print or electronic media, or broadcast television, requires an additional agreement & fee. Editing, altering, or distorting image is to be limited to accepted aesthetic or composition purposes & must not result in a manner that is defamatory or inconsistent with traditional perceptions or representations.

Customer Signature (ALL pages) X

Date: 4/15/25

"TOTAL" amount is shown on last page!



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2025

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.  
5 Concourse Parkway  
Suite 2150  
Atlanta GA, 30328

**CONTACT**

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

(888) 202-3007

FAX

(A/C, No):

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						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
							EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
							\$
							COMBINED SINGLE LIMIT (Ea accident) \$
	GEN'L AGGREGATE LIMIT APPLIES PER						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						
	ANY AUTO						
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					
	DED	RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
							PER STATUTE OTH-ER
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	P100.144.895.8	03/09/2025	03/09/2026	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 12-14th, 2025.

**CERTIFICATE HOLDER**

Wheaton Park District  
102 East Wesley Street  
Wheaton, Illinois 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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