

**SPECIAL EVENT AGREEMENT
BETWEEN WHEATON PARK DISTRICT
AND WILLIAM BABIARZ & JACKIE CORRADO**

The Special Event Agreement ("Agreement") is made and entered into as of this 7th day of August ("Effective Date"), by and between Wheaton Park District, an Illinois park district and unit of local government ("Park District"), and William Babiarz & Jackie Corrado. Park District and Babiarz & Corrado are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

Recitals

WHEREAS, the Park District owns, operates, and maintains certain real property located at 225 Karlskoga Avenue, Wheaton, Illinois, commonly referred to as "Memorial Park;" and

WHEREAS, the Park District hosts a variety of special events in portions of Memorial Park, including the "Summer Entertainment Series;" and

WHEREAS, the Park District also hosts a variety of special events on streets owned, maintained and controlled by the City of Wheaton via permit; and

WHEREAS, the Park District has a history of working with various local entities to co-host certain special events; and

WHEREAS, the Park District desires to work with and co-host the 2024 concert featuring Side Project & Nicki Neal to benefit International Rett Syndrome Foundation with Babiarz & Corrado and desires to enter into this Agreement to formalize the Parties' relationship with respect thereto; and

WHEREAS, the Park District has determined that it is in the best interests of both its residents and the general public to work with and co-host the August 25 concert to benefit the Rett Syndrome, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties have determined that the partnership and anticipated cooperation in co-hosting the August 25, 2024, "Summer Entertainment Series concert featuring Side Project & Nicki Neal to benefit the International Rett Syndrome Foundation will result in financial economies to the Park District and International Rett Syndrome Foundation and enhanced benefits to Wheaton residents and the general public.

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on August 1, 2024, and end on August 25, 2024 ("Term"), unless earlier terminated pursuant to Section 12 of this Agreement.

2. Designated Representative. Each Party shall designate a representative in writing to the other Party, including the designated representative's name, position, telephone, cellular phone, and email address ("Designated Representative"). Each Party's Designated Representative shall oversee the operation and administration of, and ensure compliance with, the terms of this Agreement, and shall serve as the primary contact for the other Party with respect to the same, including but not limited to planned or scheduled use of the Park District's grounds and facilities and changes in planned or scheduled uses of same.

3. Park District's Duties and Obligations. In addition to the other responsibilities in this Agreement, the Park District shall:

- A. Secure all city, county and state permits and licenses.
- B. Manage all event logistics including but not limited to the RFP process, set up, take down, food vendors, signage, selling tickets, scanning tickets, and operating concessions.
- C. Secure and coordinate all sound & light and entertainment.
- D. Assist with all marketing and promotion of the event.

4. Babiarz & Corrado Duties and Obligations. In addition to the other responsibilities in this Agreement, they shall:

- A. Assist with all marketing and promotion of the event.
- B. Identify musical acts.

5. **Maintenance.** Except as otherwise specifically provided in this Agreement, the Park District shall provide normal and customary maintenance, custodial services, utilities, and restoration at Memorial Park at no cost to Babiarz & Corrado.

6. **Supervision.** Neither Party shall have any responsibility whatsoever for supervising the other Party's employees, agents, volunteers, invitees, or affiliates. Each Party acknowledges and assumes complete responsibility for its employees, agents or volunteers used to supervise its activities hereunder.

7. **Financial Outcome of Event.** Parties agree that they will share in profit or loss resulting from all revenues and expenses related to the event.

a. \$25.00 ticket price

- The Park District will retain \$10 per ticket
- \$15 per ticket will be donated to the International Rett Syndrome Foundation
- The Goal is to sell 1,000 tickets.

8. **Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials, employees, volunteers and agents (collectively, the "Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by any of the Indemnitees for injuries to persons or for omission of the indemnifying Party, or of any employee, agent, affiliate, vendor, co-sponsor, invitee, contractor, student or volunteer of the indemnifying Party (the indemnifying Party and each and every such other person being hereinafter individually and collectively referred to as the "Indemnitor"), but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitor. Similarly, each Party shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), incurred by any of the Indemnitees by reason of the Indemnitor's breach of any of its obligations under this Agreement.

9. **Termination.** Either Party may terminate this Agreement as follows:

A. This Agreement may be terminated immediately by either Party in the event of the other Party's material breach of any of its obligations under this Agreement, provided that, except as provided herein with respect to insurance coverage, the breaching Party has failed to cure any such breach within fourteen (14) days after

receiving written notice of same from the non-breaching Party. Notwithstanding the foregoing, if the breaching Party shall have repeatedly breached the same or other provisions previously, the non-breaching Party may terminate this Agreement immediately without affording the breaching Party an opportunity to cure the breach, upon seven (7) days written notice to the breaching Party. Failure to maintain required insurance coverage shall be cause for immediate termination of this Agreement, or the immediate suspension of this Agreement until such insurance has been obtained and satisfactory proof thereof provided to the non-breaching Party, in either case upon written notice to the breaching Party without opportunity to cure.

10. **Authority.** The individual officers of the Park District and Babiarz & Corrado who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

11. **Successor.** It is the intention of each Party hereto that this Agreement and each and every provision shall be binding on its successors.

12. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, constitute a duplicate original.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

14. **Heading.** The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the year and date first written above.

WILLIAM BABIARZ & JACKIE CORRADO

By: 

By: 

WHEATON PARK DISTRICT

By: 

Executive Director