



**For Internal Use Only:**

W-9 Form:  Yes  No

COI:  Yes  No  N/A

Vendor #: \_\_\_\_\_

**WHEATON PARK DISTRICT  
PERFORMANCE AGREEMENT**

|  |   |  |
|--|---|--|
| <p><b>EVENT:</b><br/>WPD Holiday Staff Party</p> <ul style="list-style-type: none"> <li>Strolling magic entertainment for guests</li> </ul> <p><b>LOCATION OF EVENT:</b><br/>Naperville Marriott<br/>1801 N. Naperville Road<br/>Naperville IL</p> | <p><b>COMPANY/ENTERTAINER:</b><br/>Chezaday Magic<br/>514 Pawnee Lane<br/>Naperville, IL 60563</p> <p><b>WEBSITE:</b><br/>chesaday.com</p> <p><b>SOCIAL MEDIA:</b><br/>same</p> | <p><b>DATE:</b><br/>Thursday, December 19</p> <p><b>TIME:</b><br/>4:30 – 7:00 PM</p> |
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|---|---|--|
| <p><b>SET UP TIME FRAME:</b><br/>4-4:30</p> <p><b>LENGTH OF SETS/PERFORMANCE:</b><br/>2.5 Hours</p> | <p><b>MISCELLANOUS:</b><br/>Break(s): None</p> <p>Parking available at the Marriott</p> | <p><b>ONSITE BAND MEMBERS/ENTERTAINERS NAME(S) LISTED:</b><br/>Steve</p> <hr/> <hr/> <hr/> <hr/> |
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This performance will be marketed in performer's website and/or email blasts of upcoming performances.

Music shall not be offensive, vulgar, obscene, or inappropriate for the ambiance and atmosphere of the Wheaton Park District staff party. Entertainers shall at all times conduct themselves professionally, courteously and appropriately for this family-friendly facility.

Entertainers are solely responsible for properly setting up their equipment and removing equipment. The Wheaton Park District is not responsible for the entertainers' personal property and shall not be liable for any damages, lost, or stolen property. All cords, cables, equipment etc. must be properly and safely positioned so as not to create a trip hazard for patrons and staff.

In the event that this performance is cancelled by the officials of the Wheaton Park District, Chezaday Magic agrees to be rescheduled for another performance at the Wheaton Park District, date to be determined and agreed on by performer. If a date cannot be agreed upon to rebook for the full payment set forth by this contract, 50% of the agreed upon price will be paid to the performer. If inclement weather does take place the event and its officials will do everything in their power to go on with the schedule. Entertainers must understand that their performance times may be adjusted slightly (forward or back) to accommodate any unforeseen circumstances.

To the fullest extent permitted by law, Chezaday Magic shall indemnify and hold harmless the Wheaton Park District committee its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the entertainers' activities; except to the extent caused in whole or in part by any negligent or wrongful act or omission of a party indemnified hereunder. Chezaday Magic shall similarly protect, indemnify and hold and save harmless the Wheaton Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Chezaday Magic breach of any of its obligations under, or Chezaday Magic default of, any provision of the agreement.

The Wheaton Park District reserves the right to cancel this agreement at any time for breach of this agreement, or for any reason other than breach of contract upon 7 days' notice provided to the entertainers.

Entertainer's Information

| Signature   | Printed Name | Date  | Agreed Payment |
|---|--------------|-------|----------------|
|  | STEVE CERANE | 11/28 | \$395.00       |

Authorized Signature for Entertainment\*\*

| Signature   | Date       |
|---|------------|
|  | 11/14/2021 |

\*\*This agreement will be considered final upon the signature of Wheaton Park District's Executive Director, Michael Benard.