

**For Internal Use Only:**W-9 Form ☒ Yes ☐ NoCOI: ☒ Yes ☐ No ☐ N/A

Vendor #: _____

**WHEATON PARK DISTRICT
PERFORMANCE AGREEMENT**

EVENT: July 3 Fireworks, Drone & Family Event	COMPANY/ENTERTAINER: Kristine Miller (kmillertree2@gmail.com)	PERFORMANCE DATE: Friday, July 3
LOCATION OF EVENT: Graf Park, 1855 Manchester Road, Wheaton (stage next to football field)	3S279 Briarwood Drive, Warrenville, IL 60555 630.836.9844 WEBSITE:	PERFORMANCE TIME: 8:45-9P (right before fireworks and drone show)

SET UP TIME FRAME: 8:30-8:45	MISCELLANEOUS: Break(s): None Sound System: DJ will have microphone and sound system	ONSITE BAND MEMBERS/ENTERTAINERS NAME(S) LISTED: .Kristine Miller _____ _____ _____ _____
LENGTH OF PERFORMANCE: 10 minutes	Need(s): Parking Spaces: n/a	

This performance will be marketed on 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 July 3 Family Event. Entertainers shall at all times conduct themselves professionally, courteously and appropriately for this family-friendly event.

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 & July 3 committee due to inclement weather, Kristine Miller 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 band. If inclement weather does take place the event and its officials will do everything in their power to go on with the schedule. Bands must understand that their performance times may be adjusted slightly (forward or back) to accommodate any unforeseen circumstances.

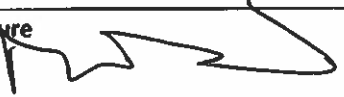
To the fullest extent permitted by law, Kristine Miller shall indemnify and hold harmless the Wheaton Park District and July 3 committee its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's 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. Kristine Miller shall similarly protect, indemnify and hold and save harmless Wheaton Park District and July 3 committee, 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 Kristine Miller breach of any of its obligations under, or Kristine Miller 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 Kristine M. Miller	Date 6/20/06	Agreed Payment \$100
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Authorized Signature for Entertainment**

Signature 	Date 6/24/06
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**This agreement will be considered final upon the signature of Wheaton Park District's Executive Director, Michael Benard.