

Professional Services Agreement made this date February 11, 2025 between Wheaton Park District (hereinafter referred to as **PURCHASER**) and Entertainment Management Group (EMG), a sole proprietorship, (hereinafter referred to as **AGENT**)

The **PURCHASER** hereby engages the **AGENT** to perform the duties and services hereinafter provided, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties shall not exceed

and shall include all costs and fees for services set forth in Paragraph 4, the fees for the bands as listed in Paragraph 5 and any costs or fees associated therewith other than **PURCHASER'S** obligations as set forth under Paragraph 6 (b).

Please Initial

1. EVENT: 2025 Concerts In Memorial Park Please Initial

2. DATES OF ENGAGEMENT: 6/28/25 **RAIN OR SHINE** Please Initial

3. PLACE OF ENGAGEMENT: Memorial Park, 225 Karlskoga Avenue, Wheaton, IL Please Initial

4. SERVICES PROVIDED: **AGENT**, on behalf of the **PURCHASER**, will arrange for and rent from the budget a monitor mix tent and house mix tent, a full sound system, monitor system and lighting system to meet all bands' rider specifications, hiring of technicians, laborers, and stage management personnel. For those bands that require such needs by contract or rider, **AGENT** will arrange for, or buyout, performers' travel, hot meal requests and dressing room hospitality. From the budget, **AGENT** will pay for, or buyout, performers' point to point and internal ground transportation needs, performers' lodging needs, and the rental of backline gear and other performance needs or requirements of any band as required by contract or rider, it being understood that all fees associated with the bands', other than as set forth in Paragraph 6 (b) are included in the

budget. **AGENT** will provide for the **PURCHASER**, on-site logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include meeting with Village staff as necessary, contacting the bands (or representatives) listed under item #5, negotiation and review of band contracts and riders, contracting the bands on behalf of the **PURCHASER**, schedule the band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel, and assuring compliance of rider requirements. All bands' performance fees, **AGENT** commissions, bands' manager commissions, and booking agency fees are included in the contract budget. Please Initial

5. With **PURCHASER** approval and acceptance of the special provisions under item #6, **AGENT** shall contract, on behalf of the **PURCHASER**, for the services of the following listed bands: **HiFi Superstar, Asia featuring John Payne**

Please Initial

6. SPECIAL PROVISIONS: Please Initial

(a) If any engagement is canceled due to inclement weather, band(s) and all production rentals will receive full compensation.

(b) Additional items to be provided and paid for by **PURCHASER** for the engagement:

- (1) A Stage, Dressing area equipped with tables, seating, toilet facilities.
- (2) Power and electrician and/or suitable generator if there is not enough permanent power source.
- (3) If requested, a seating area not to exceed 20 chairs, for Artists' guests.

(c) This contract cannot be canceled unless mutually agreed upon by both parties (see item (d) for exceptions).

(d) **FORCE MAJEURE or CANCELLATION:** If any **ARTIST** performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, or the like, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith. If band(s) is present and able to perform and show is canceled for any reason, **PURCHASER** shall be liable for total compensation for all services. Purchaser agrees that Asia featuring John Payne may postpone and/or cancel any engagement hereunder by giving the **PURCHASER** written notice thereof at least thirty (30) days prior to commencement date of the engagement provided Artist shall be called upon to furnish their services in connection with a theatrical motion picture or play, television performance, audio recording, or major concert tour. In that event, **AGENT** will use its best efforts to replace the **ARTIST** with a mutually agreeable **ARTIST** for the date of initial cancellation. If the **ARTIST'S** performance is rendered impossible under the circumstances set forth above, other than when the band is present and able to perform and the show is cancelled, **PURCHASER** shall not be liable for the cost of that performance and **AGENT** will pursue the return of any deposit given to the **ARTIST** so that same may be refunded to the **PURCHASER**.

{e} In no event shall **AGENT** be liable for any bodily injury to any performer. **AGENT** shall not be liable for any bodily injury to any patron or for damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment. **PURCHASER** is required to hold premises liability insurance.

{f} No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior **WRITTEN** permission of the **ARTIST** or **AGENT**. Any licensing fees which may be invoiced to the **PURCHASER** by BMI, ASCAP, or any other reporting agency regarding song performance rights and royalties are solely the responsibility of the **PURCHASER**, as holder of the events. No corporate sponsor signage can be hung or affixed to the stage.

{g} In cases where a band requests to be named as additional insured on **PURCHASER'S** liability insurance, at the **PURCHASER'S** expense, **PURCHASER** will oblige in the amount of insurance requested and will provide the Certificate of Insurance to the **AGENT**.

{h} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.

{i} It is agreed that **AGENT** acts as a Talent Consultant and assumes no liability hereunder. **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **PURCHASER** shall defend, indemnify and hold **AGENT**, its officers, and employees harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on bodily injury, breach of contract, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

{j} It is understood that **AGENT** depends on its **PURCHASERS** for its livelihood. For that reason, **AGENT** shall retain the right to any re-booking of any band or key personnel by **PURCHASER** for the period of 12 months from the termination of this agreement. In the event any band or key personnel, either under this current entertainment name or any other entertainment name they should use, are rebooked by the **PURCHASER** within 12 months, **AGENT** shall be entitled to a fee no less than 10% of the gross Contract price.

{k} **INDEPENDENT CONTRACTOR**: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.


{l} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{m} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached **ARTIST** riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. **PAYMENT**: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

**PURCHASER** shall pay a deposit to, and in the name of **ENTERTAINMENT MANAGEMENT GROUP** not later than 04/11/2025  
Please Initial \_\_\_\_\_

**PURCHASER** shall pay a remaining balance payment of \_\_\_\_\_ to, and in the name of **ENTERTAINMENT MANAGEMENT GROUP** not later than 06/06/2025  
Please Initial \_\_\_\_\_

x  Date 3/3/2025 x Murray Weiner, EMG Date 02/11/25  
**PURCHASER** **AGENT**

Wheaton Park District  
Michael Benard, Executive Director  
102 E. Wesley Street  
Wheaton, IL 60187

Murray Weiner D/B/A Entertainment Management Group  
PO Box 91766  
Elk Grove Village, IL 60007