



**WHEATON PARK DISTRICT  
PERFORMANCE AGREEMENT**

<b>Company/Entertainer:</b>  Eric Howell  <b>Contact:</b> Eric Howell 773.567.7625	<b>Name of Event:</b> Cosley Uncorked Wine Event  <b>Details (Date and Time):</b> Thursday, September 21 – 5 to 7:30P  <b>Set Up Time:</b> Between 4:30-5P	<b>Address of Event:</b> 1356 N. Gary Avenue Wheaton, IL 60187	<b>Event Day Details:</b> Perform outdoors/windmill: Guests will be enjoying wine tasting stations throughout the zoo.
<b>Needs/Details:</b>  There will not be a sound system provided. Performers must bring all equipment needed. We are looking for professional entertainment but not overly loud.	<b>Onsite Staff Name(s) Listed:</b> Eric Howell	<b>Breaks:</b> None	<b>Has your W9 been submitted?</b> Yes No <b>Has your COI been submitted?</b> Yes No

This performance will be marketed on performer's website and/or email blasts of upcoming performances.

**In the event that this performance is cancelled by officials of the Wheaton Park District "WPD" and Cosley Zoo due to dangerous weather or any other unsafe condition, Eric Howell will be rescheduled, at no additional cost, for a performance within Wheaton Park District's facilities date to be determined and agreed upon by performer and Wheaton Park District.**

Music shall not be offensive, vulgar, obscene, or inappropriate for the ambiance and atmosphere of the Cosley Uncorked Wine Event. 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. Event staff are 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.

To the fullest extent permitted by law, Eric Howell shall indemnify and hold harmless the Wheaton Park District, Cosley Zoo, 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. Eric Howell 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 Eric Howell breach of any of its obligations under, or Eric Howell default of, any provision of the agreement.

The Wheaton Park District or Cosley Zoo reserve 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 entertainer.

Entertainer's Information

<b>Signature</b> 	<b>Printed Name</b> Eric G. Howell	<b>Date</b> 5/18/23	<b>Agreed Payment</b> \$500.00
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Authorized Signature for Entertainment\*\*

Signature 	Date 5/24/2023
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\*\*This agreement will be considered final upon the signature of Wheaton Park District's Executive Director, Michael Benard.