


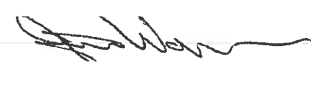
**PRODUCTION CONTRACT**

This contract for the services of entertainment and/or production on the engagement described below made this 24th day of July, 2022, between Hi Fi Events, Inc. representing Hi Fi Productions, hereinafter referred to as "Artist" and Wheaton Park District, hereinafter referred to as "Purchaser." The musicians, entertainers and/or crew are engaged severally on the terms and conditions on the face thereof.

1. Name and address of place of engagement: CDH Event, Memorial Park, 208 W. Union Avenue Wheaton, IL 60187
2. Date(s) of engagement: Sunday, August 7, 2022
3. Start and finish time of engagement: approximately 12:00-4:00pm
4. Type of engagement or Purchaser requirements: Sound & Lighting Systems
5. Wage agreed upon: \$1600.00 (one thousand six hundred dollars)
6. All payments shall be made by check or cash payable to: Hi Fi Events, Inc.
7. Scale of admission: Purchaser option
8. Special provisions and additional requirements: Artist to provide sound and lighting services for duration of event. Artist requests bottled water, soft drinks at no cost to Artist. Artist to be paid in full rain or shine unless event is canceled due to inclement weather a minimum of six (6) hours prior to show time. Please make check payable to: Hi Fi Events, Inc. Please refer to questions to: Jim Warren, 630-673-1485, Cell, [jimewarren@aol.com](mailto:jimewarren@aol.com), Email
9. Purchaser hereby assumes responsibility for his guests, customers, and staff, and agrees to maintain conditions and security that will not inhibit the performance of Artist, nor cause loss, injury, or damage to Artist or Artist's equipment.
10. Artist reserves the right to refuse to perform outdoors if Artist deems that conditions are not suitable for an outdoor performance. Artist reserves the sole right to make the final decision regarding performing outdoors and Purchaser must provide an indoor site upon request. Artist refusal to perform outdoors does not in any way affect the terms of this agreement, and Purchaser and Artist are bound by the terms set forth herein.
11. Purchaser may not cancel or change this agreement without written authorization from Artist and unauthorized change or cancellation by Purchaser shall be considered breach of contract.
12. Artist agrees to furnish entertainment services subject to the conditions herein. Failure of Artist to perform shall constitute breach of contract and shall subject Artist to direct liability in damages to Purchaser on any missed engagements. The only reasons for non-performance, freeing the Artist from liability, are: upon the disability, death, or sickness of any Artist member, transportation problems including untravelable weather, automobile breakdown, delays caused by roadway construction or detours resulting from roadway construction, or any unforeseeable problems beyond Artist's control. If a performer should be unavailable, Leader shall use all efforts to arrange for a replacement. Furthermore, Artist shall at all times exercise complete supervision, direction and control over the services of his personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. Artist shall use all efforts to conform to rules and policies of this establishment. Artist is not an employee of the Purchaser, and executes this contract as an Independent Contractor. This contract does not conclusively determine the person liable to report and pay employment taxes and charges under applicable federal and local law. All rider(s), if any, attached hereto is (are) made part of this contract.
13. Purchaser agrees to indemnify and hold harmless Artist, from any and all liability of loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any Federal, State, County or City statute, code or regulation.
14. This contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision(s) of this contract is held to be invalid or not enforceable under the law, the other provisions will, nevertheless, continue in full force and effect.

WE ACKNOWLEDGE AND CONFIRM THE WE HAVE READ AND APPROVED THE TERMS AND CONDITIONS SET FORTH HEREIN.

  
 Purchaser Representative: \_\_\_\_\_ Date: 7/07/22

  
 Hi Fi Events, Inc. Date: 07/24/2022  
 Representative: Jim Warren - President  
 625 Woodwind Dr  
 Plano, IL 60545  
 FEIN# 20-4159027





