

PRODUCTION CONTRACT

This contract for the services of entertainment and/or production on the engagement described below made this 24h 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 severely 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
- 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
- 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, 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: Hi Fi Events, Inc.

Date:

Representative: Jim Warren - President 625 Woodwind Dr

> Plano. IL 60545 FEIN# 20-4159027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	is certificate does not confer rights to	me c	ertiti	cate notder in lieu of such						
PRODUCER						CONTACT Rachael Williams				
FNIC Group						PHONE (A/C, No, Ext): (402) 861-7000 FAX (A/C, No, Ext): (402) 861-7111				
РО	Box 45279				E-MAIL rephasi williams @faicare up acre					
					ADDRESS.					
Oma	aha			NE 68145	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Old Guard 17558					
INSU	RED				INSURE	INSURER B:				
	Hifi Events, Inc				INSURER C:					
	625 Woodwind Dr					INSURER D :				
	Plano			IL 60545-9415		INSURER E:				
COV		TIEIC	ATE			INSURER F:				
	IIS IS TO CERTIFY THAT THE POLICIES OF			1011102111		TO THE INCHE		REVISION NUMBER:	100	
IN CE	DICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PERT CLUSIONS AND CONDITIONS OF SUCH PO	IREME AIN, TI	NT, TE	ERM OR CONDITION OF ANY GURANCE AFFORDED BY THE	CONTRA E POLICII	CT OR OTHER ES DESCRIBED	DOCUMENT V DHEREIN IS SI	VITH RESPECT TO WHICH T	HIS	
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY	מפאונ	****	Livi Hombell		(manipolitii)	(**************************************		s 1,00	0,000
	CLAIMS-MADE OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,	
	CG 71 69 Automatic Additional							MED EXP (Any one person)	\$ 1,00	0
Α	Insured, PNC & WOS			150615P	}	05/18/2022	05/18/2023	PERSONAL & ADV INJURY	s 1,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		0,000
	PRO-				ĺ			PRODUCTS - COMP/OP AGG	Ψ	0,000
								CCCCL	\$	-,
	OTHER: AUTOMOBILE LIABILITY	+						COMBINED SINGLE LIMIT	\$	
	ANY AUTO							(Ea accident)		
	OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS NON-OWNED							BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY				1			PROPERTY DAMAGE (Per accident)	\$	
		ļ							\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE				1			AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below									
	DESCRIPTION OF OPERATIONS BEIOW	-						E.L. DISEASE - POLICY LIMIT	\$	
					-					
					-					
DESC	PURTION OF OPERATIONS / LOCATIONS (1/2010)	FC (4.5	l OBS 1	04 Additional Day 1 - 0 - 1 - 1		A b 1 'f				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured: Wheaton Park District 855 W. Prairie Ave Wheaton, IL 60187										
CEF	CERTIFICATE HOLDER CANCELLATION									
Wheaton Park District 855 W. Prairie Ave					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE					
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Wheaton IL 60187					me 33-					
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