DUPAGE COUNTY HISTORICAL MUSEUM

Letter of Agreement for Performance/Lecture March 23, 2023

Around the Town Entertainment LLC
PO Box 6105
Elgin, IL 60121-6105 847-622-8487 AroundTheTownEnt@icloud.com

It is agreed Around the Town Entertainment LLC will provide the following performance/lecture:

Santa to visit with guests of the Santa Express program at the Wheaton Train Station 15 minutes before each ride and ride the train visiting each family. Total of 5 train rides. Option to move the event to the Museum in the event that Metra cancels the train. Elf handler will be provided by DuPage County Historical Museum Staff.

Friday, December 8 - 9:45-11:45
Saturday, December 9 – 9:15-1:15
Sunday, December 10 – 9:15-1:15

Location: Wheaton Train Station, 402 W Front Street Wheaton
Fee for all three days: $1,370

Special equipment required (Please write in):

Please sign and return a copy of this agreement. Please retain a copy for your files.
It is the intention of the Wheaton Park District, DBA DuPage County Historical Museum, hereafter, Park District, to create a non-exclusive Independent Contractor relationship with Around Town Entertainment LCC, hereafter, VENDOR. This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties.

I. VENDOR acknowledges and agrees that VENDOR is not entitled to any benefits or protections afforded employees of the Wheaton Park District (Park District) or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that VENDOR will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be VENDOR's sole responsibility and not the Park District's. Also, it is understood that VENDOR is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, VENDOR will be solely responsible for Contractor's own actions. The Park District will in no way defend VENDOR in matters of liability.
II. It is the intention of the parties to create a non-exclusive independent contractor relationship. The VENDOR may engage in other business activities and provide similar services to other entities and businesses, provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this agreement.
III. The VENDOR agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
IV. VENDOR acknowledges and agrees that VENDOR is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by

social security, unemployment insurance and worker's compensation insurance on behalf of VENDOR and those employees, if any, employed by VENDOR.

V. Payment Terms will be Net 30
   a. VENDOR may be asked to provide an invoice for services.
   b. VENDOR will need to provide W9 to Park District and speak with Finance Department to be added to Park District payment database prior to date of service to receive payment in a timely manner.
   c. A deposit can be made at time of booking.
   d. All final Payments will come Net30 after event from Paymerang. ACH payments can be arranged by VENDOR after first payment from Paymerang comes through.
   e. The Park District will report payments to an individual of $600 or more to the IRS on Form 1099-Misc. VENDOR will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.

VI. The VENDOR shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. The VENDOR acknowledges and agrees that s/he will devote such times as is necessary to produce the contracted for results. The VENDOR represents and warrants that the VENDOR has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the VENDOR for the services.

VII. The VENDOR acknowledges and agrees that s/he is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for results, unless otherwise agreed to.

VIII. The VENDOR acknowledges and agrees that s/he is solely responsible for his/her employees'/agents' actions in performing the work/services.

IX. The Wheaton Park District agrees to waive its general liability and/or workers' compensation insurance requirements ordinarily required of contractors. VENDOR fully understands and agrees that, as noted in Section IA above, VENDOR shall not be entitled to any benefits or protection afforded employees of the Wheaton Park District, irrespective as to whether or not VENDOR elects to maintain general liability and/or worker's compensation insurance to protect VENDOR. VENDOR further understands that, if applicable, the waiver of the workers' compensation insurance requirements does not extend to any workers' compensation insurance that VENDOR must maintain under state law, for any of VENDOR's employees.

X. To the extent permitted by law, VENDOR shall indemnify, save, defend and hold harmless the Wheaton Park District, including its officers, officials, agents, volunteers and employees (collectively "Wheaton Park District") from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the Wheaton Park District may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising out of any negligent or wrongful act or omission of VENDOR (or anyone acting on behalf of VENDOR) and directly or indirectly in connection with, or under, or as a result of this Agreement.

DUPAGE COUNTY HISTORICAL MUSEUM

XI. VENDOR acknowledges and agrees that VENDOR will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court. VENDOR shall further maintain all applicable licenses, certifications, and/or permits.

XII. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants.

XIII. VENDOR represents and warrants that the VENDOR has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands the Park District is relying on such representation in contracting with the VENDOR for the services.

XIV. Force Majeure-In the event that either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor disputes, inability to obtain labor or materials at reasonable cost, power failure, governmental laws or regulations, quarantine or shelter-in-place orders issued by a governmental authority, riots, insurrection, war, unusually severe weather conditions, or other reasons not the fault of such party, then the performance of such act shall be excused for the period of such delay and the period for the performance for such act shall be extended for a period equivalent to the period of such delay.

XV. VENDOR agrees to submit to a criminal background check and that this Agreement is contingent upon successfully completing a criminal background check. VENDOR shall not assign any employee, subcontractor of other person on behalf of the VENDOR to this agreement without cross-referencing that person with the state of Illinois and federal sex offender registries.

XVI. This VENDOR constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either or written of the Parties in connection therewith. No modifications of this Contract shall be effective unless made in writing, signed by both Parties and dates after the date hereof. This Contract is not-assignable by the VENDOR.

Maureen Curran

Authorized Signature of VENDOR

Maureen Curran

Printed Name

3-22-23

Date

MUSEUM/PARK DISTRICT Authorized Signature

Michael J. Bera

Printed Name

3/23/2023

Date

Around The Town Entertainment LLC
P.O. Box 6105
Elgin, IL 60121-6105
Phn # 847-622-8487
E-mail:AroundTheTownEnt@icloud.com

Contract & Invoice

Rep	Todays Date	Invoice #
MAC	3/23/2023	223-057

BILL To and/or SEND TO:

DuPage County Historical Museum
A Facility of Wheaton Park District
Atten: Michelle Podkowa
102 E. Wesley St.
Wheatonk, IL 60187
E-mail: mpodkowa@wheatonparks.org

Location of Event & Directions

Metra Wheaton Train Station
402 W. Front St.
Wheaton, IL 60187

Event	Santa Express

P.O. No.	Contact Name	Emergency #	# of Guests	Ages
3075	Michelle Podkowa	847-772-7753 cell	unlimited	all

Performance Time	Entertainer	Description	Rate	Qty	Amount
Platform arrival	Santa Wayne K.	Fri @ 9:45am + Sat-Sun @ 9:15am (3 days). Greet families until train arrives.	75.00	1	75.00
10-11:45am	Santa Wayne K.	*Friday 12-8-23. Ride Train.	250.00	1	250.00
9:30am-1:15pm	Santa Wayne K.	*Saturday-Sunday Dec 9-10, 2023 (2 days). Ride Train.	1,000.00	1	1,000.00
Gas Surcharge Ride Train	Parking or Gas (Compens...	Gas Surcharge $15/day.	15.00	3	45.00
		Meet/Greet, Photos, Pass out items provided by customer. Park Districts "Elf handler" will assist.			
		>>> Please sign & e-mail ASAP.		0	0.00
		* 1-time discount applied.			
		>>>> Option to move event 3 blocks to museum.			
All CHECKS payable to:Around The Town Entertainment LLC. All ZELLE payments call 847-622-8487.			**Total**		$1,370.00
Payment Terms	BALANCE Net 30		**Retainer** $690 DUE asap		

1) The starting time shown above may be delayed by 15 minutes due to weather & traffic conditions beyond the entertainer(s) control. If client delays any above performances, contracted time can be extended by delayed time if entertainer(s) is available. If not, then client is responsible for conracted amount(s).

2) IF RETAINER &/or SIGNED CONTRACT has NOT been received AFTER 5 days from today, the event date will be released unless otherwised pre-arranged. FULL PAYMENT is DUE 5 business days before event date UNLESS specified above. GRATUITY is optional. A 9% per annum service charge will apply to bills not paid within 30 days from event date. There will also be a $25 fee for each returned check.

3) If the above entertainer(s) is prevented from performing due to illness, accident or other cause beyond reasonable control, the obligation to that performance may be nulified or a replacement act may be found. All attempts will be made to find a replacement in cases such as these.

4) NOTE: Provide shelter, tent or shade for all outdoor events. It is our policy to have an adult supervise all kids performances. We DON'T RECOMMEND balloons for children under the age of 3. Advise in writing of any ALLERGIC REACTIONS to peanuts, chocolate, or latex regarding residential entertainment only.

5) ADDITIONAL HOURS to those listed above (O.T.) will be charged as follows: 1 Hr @ $135 & 1/2 Hr @ $90 (NOT INCLUDING Magician & Variety Shows).

6) Unless otherwise prearranged, NO VIDEO/AUDIO /VISUAL taping, in any capacity by customer(s), or any affiliate or their guests, or employee(s) is allowed DURING ANY MAGICIANS STAGE SHOWS. Take as many still pictures that you like.

7) Name(s) shown above is provided as an aid to help visualize the Costume Character. This company does not claim to duplicate the trade marked character nor do the costumes duplicate the trade marked character.

8) COVID & Varients: We are complying with ALL current safety procedures set by the CDC. Therefore, ALL entertainer(s) & attending guests will adhere to these quidelines as well. As such, entertainer(s) have the right to refuse service to guests who are not adhering to these guidelines.

9) COVID & Varients CANCELATIONS: NO PENALTY if Govenor mandates to Phases 1-3; OTHERWISE, this agreement is NON-CANCELABLE. Failure on the party signing this agreement to fulfill same, shall make party failing to do so liable for amount of agreement.

10) The Ancillary Document named "Assumption of the Risk and Waiver of Liability Relating to COVID & Varients" is set forth on "Schedule A" attached hereto.

Customer Signature on all page(s)..X _____

Date 3/23/23

"TOTAL" amount is shown on last page!

Wayne Kankovsky
Lombard, IL

Michelle Podkowa

From: Toni Curley
Sent: Tuesday, March 21, 2023 2:03 PM
To: Michelle Podkowa
Subject: Re: Background check for Vendor

Hi Michelle,

His background is completed.

Thanks.