



WHEATON PARK DISTRICT
PERFORMANCE AGREEMENT

For Internal Use Only:

W-9 Form: ☒ Yes ☐ No

COI: ☒ Yes ☐ No ☐ N/A

Vendor #: _____

EVENT: Mike Williams Cosley Classic Golf Outing	COMPANY/ENTERTAINER: Michael O'Donnell	DATE: Monday, August 7 – 11A – 12:30P
LOCATION OF EVENT: Arrowhead Golf Club 26W151 Butterfield Road	WEBSITE: SOCIAL MEDIA: CONTACT: Michael	
SET UP TIME FRAME: 10:30-11A	MISCELLANEOUS: Break(s): 1 – 10 min break Sound System: N/A Need(s): Parking Spaces: in library parking lot	ONSITE ENTERTAINERS NAME(S) LISTED: _____ _____ _____
LENGTH OF SETS/PERFORMANCE: 1.5 hours		

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

Music shall not be offensive, vulgar, obscene, or inappropriate for the ambiance and atmosphere of the Cosley Classic Golf Outing Event. Entertainers shall at all times conduct themselves professionally, courteously and appropriately for this family-friendly facility.

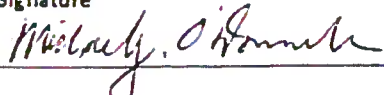
Entertainers are solely responsible for properly setting up their equipment and removing equipment. The Wheaton Park District and Arrowhead Golf Club is not responsible for the entertainers' personal property and shall not be liable for any damages, lost, or stolen property. All cords, cables, equipment etc. must be properly and safely positioned so as not to create a trip hazard for patrons and staff.

In the event that this performance is cancelled by the officials of the Cosley Classic Golf Outing Event due to inclement weather, Michael O'Donnell agrees to be rescheduled for another performance at the Wheaton Park District, date to be determined and agreed on by the performer. If a date cannot be agreed upon to rebook for the full payment set forth by this contract, 50% of the agreed upon price will be paid to the performer. If inclement weather does take place the event and its officials will do everything in their power to go on with the schedule. Performer must understand that their performance times may be adjusted slightly (forward or back) to accommodate any unforeseen circumstances.

To the fullest extent permitted by law, Michael O'Donnell shall indemnify and hold harmless the Wheaton Park District and Arrowhead Golf club 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. Michael O'Donnell shall similarly protect, indemnify and hold and save harmless the Cosley Classic Golf Committee, 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 Wheaton Park District breach of any of its obligations under, or Cosley Classic Entertainer default of, any provision of the agreement.

The Wheaton Park District reserves 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 entertainers.

Entertainer's Information

Signature	Printed Name	Date	Agreed Payment
	Michael J. O'Donnell	5-12-23	\$350.00

Authorized Signature for Entertainment**

Signature	Date
	5/24/2023

**This agreement will be considered final upon the signature of Wheaton Park District's Executive Director, Michael Benard.