

A. Client Information

 Organization: Wheaton Park District
 Quote #: 15-0098
 Address: 855 W. Prairie Avenue
Wheaton, IL 60187

 Contact: Kristina Nemetz
 Phone: 630.510.5064
 Email: knemetz@wheatonparks.org
B. Project Information

 Event Name: Shakespeare in the Park
 Venue: Memorial Park
 Address: 208 W. Union Ave
Wheaton, IL 60187

 Contact: Kristina Nemetz
 Phone: 630.510.5064
 Email: knemetz@wheatonparks.org

 Event Date(s): 8/26/15-8/29/15 Event Start Time: 3:00pm Event End Time: 10:00pm
 Load In Date: 8/26/15 Load-In Start Time: 8:00am
 Load Out Date: 8/29/15 Load-Out Start Time: 10:00pm
C. Payment Information

 Terms of Payment: 50% Deposit, Balance COD

Total Due: (\$)	<u>5915.00</u>	As of:	<u>6/30/15</u>
Deposit: (\$)	<u>2957.50</u>	Due By:	<u>7/24/15</u>
Balance: (\$)	<u>2957.50</u>	Due By:	<u>8/26/15</u>

D. Terms and Conditions

This agreement shall be interpreted under the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Lake County, State of Illinois. This CONTRACT is hereby made by and between Prosource Company LLC, and The Client, as described in **Section A.** of this Document. These Parties hereby agree to the following:

DEFAULT

- 1.0 The following shall constitute events of default ("Events of Default") under this contract: (a) Client fails to pay any part of the client invoices or another amounts owing to Prosource hereunder when due as required by the terms and conditions of this Contract; (b) Client fails to purchase or maintain in effect Client's insurance Policies, or deliver the Client's Certificates of Insurance to Prosource if requested; (c) Client attempts to sell, transfer or encumber the Equipment in contravention of the terms and conditions of this Contract; (d) Client breaches or fails to perform any of its obligations under this Contract or any other Contract between Prosource and Client; (e) Client ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or is unable to pay its debts as they become due; or (f) a voluntary or involuntary bankruptcy petition is filed in respect of Client, or Client is adjudicated bankrupt or insolvent, or a trustee, receiver or liquidator is appointed for Client or all of any substantial part of Client's assets or properties.

PAYMENT

- 2.0 The Client agrees to pay Prosource the amount due, in full, according to the payment terms and due dates as listed above in Section C.
 2.1 Payment must be made by Cash, Check, or Wire Transfer. Any checks over \$2,500.00 must be made by Cashiers Check.
 2.2 Checks must be made payable to Prosource Company LLC.
 2.3 **Deposit is non-refundable under any circumstances.**
 2.4 If payment has not been received by the date and time listed in Section C, prices and availability as quoted are subject to change. A late fee of \$50 per day may be charged at Prosource's discretion to the Client until payment has been received. Prosource reserves the right to hold The Client liable for total amount of quote prior any discounts in the event that this account becomes past due.
 2.5 If payment has not been received by the date and time listed in Section C, Prosource reserves the right to render this contract breached, and Prosource Company LLC is released from this agreement and from providing the services listed on the corresponding quote.
 2.6 There is a \$20.00 service charge on returned checks. In the event of a default, The Client agrees to pay Prosource Company LLC for all costs involved in collection, including court costs and attorney fees.
 2.7 The price of goods do not include any sales, use, or other taxes or charges payable to state or local authorities to the extent that such taxes do not appear as an additional separately itemized charge. Client certifies that the sale of the goods is exempt from such taxes and Client assumes the liability for any such tax, which may be found to be due, hereby agreeing to indemnify and hold Prosource harmless with respect thereto.

SERVICES RENDERED

- 3.0 Prosource Company LLC agrees to provide services, equipment, and labor detailed in the Quote Number(s) listed in Section A of this contract. Prosource agrees to provide the services according to the dates, and times listed in Section B of this contract.
 3.1 If the equipment listed on the attached quote is unavailable, substitutions of equivalent equipment may be made.

TERMS

- 4.0 This contract is binding by both Prosource Company LLC and the above Client.
 4.1 The Client agrees to hold Prosource Company LLC harmless in the event of cancellation of this concert due to inclement weather, equipment operation, acts of God, or any other reason. The Client listed in **Section A** shall never the less pay Prosource Company LLC the total balance listed in **Section C** of this contract.
 4.2 The Client shall pay Prosource for any physical loss of or damage to rented equipment and any legal fees, court costs, and other expenses involved in collection of same. All nonexpendable items not returned to Prosource will be billed to the Client at list price and Client will be billed an hourly fee of \$60.00 per hour for Prosource's time required to order, obtain, handle and install any nonexpendable items not returned. If equipment is returned in damaged condition and is not rentable to other customers, rental will not terminate until said rented equipment is repaired. If any accessories that are integral working parts of the rental equipment are not returned, rental will not terminate until said accessories are returned or replaced.
 4.3 **Indemnification:** To the fullest extent permitted by law, the Client expressly agrees to indemnify and hold harmless Prosource from and against any and all claim or loss arising out of any violation of any law, rule, or order, and from any and all claims or liabilities, including reasonable attorneys fees, for loss, damage, claims, expenses, or injury to persons or property of whatever kind or nature arising from the negligence or willful misconduct of the Client, its parents, partners, affiliates, subsidiaries, successors, or assigns and each of their respective agents, employees, representatives, and contractors in performance of this Agreement. The indemnity and assumption of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this agreement whether by expiration of time, by operation of law or otherwise.
 4.4 **Relationship of Parties:** Each party shall conduct all business in its own name as independent entities. Nothing in this Contract shall be deemed to create a joint venture, partnership, employment, agency or similar arrangement between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect, to pledge its credit, to accept any service of process upon it, or to receive any notices of any nature whatsoever on its behalf.
 4.5 **Non-Waiver:** The failure of either party to exercise any rights in respect of any breach or alleged breach of this contract by the other party shall not constitute a waiver of

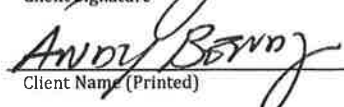
- said breach or of any provision of this Contract, and a failure to promptly exercise any right hereunder shall not be deemed as a waiver to exercise such right in the future.
- 4.6 **Force Majeure:** Except as otherwise expressly stated in this Contract, neither Prosource or Client shall be liable to the other party for any damages arising out of any failure to perform their obligations under this Contract caused by, or which results from, any fire, flood, or other extreme weather conditions caused by the forces of nature, any embargo, foreign or domestic war, railroad delay, car shortage, shipping delay, or any other cause or contingency outside the control of Prosource or the Client, as the case may be.
- 4.7 **Title or Ownership:** Title or ownership of the said Equipment, is and shall at all times, remain the property of Prosource and the Client shall have no right of property therein except the right to use the said Equipment during the term of this Contract which shall be exercised by the Client and/or competent employee of the Client. Furthermore, the Client agrees not to sublease or reassign responsibility for the equipment.
- 4.8 **Use of Equipment:** The Client acknowledges that the Equipment comprises specialized equipment, and that the transportation, installation, set-up, operation, use, dismantle, and storage of the Equipment require technicians with specialized knowledge and training. Client hereby represents and warrants to Prosource that at all times from the Delivery Date and continuing uninterrupted until the return of the Equipment to Prosource, the Equipment will be transported, installed, set up, operated, used, dismantled, and stored in accordance with all Prosource requirements and standards which can be obtained through a Prosource staff member at any time. Additionally, Client agrees to at no time allow Equipment to be transported, installed, set up, operated, used, dismantled, or stored by any non-Prosource staff member without prior written approval. Client shall make certain that any approved, non-Prosource staff member who uses or handles the rented equipment during the term of this Contract receives, reads, and acknowledges understanding of any instrument handling instructions provided by Prosource, and that each such person follows the instructions contained therein.
- 4.9 **Site Selection, Preparation, and Restoration:** Site preparation and restoration costs and expenses, if any, shall be the sole responsibility of and be paid by the Client. Site preparation shall be completed by the Client and approved by Prosource prior to the load in date/time of the Equipment. The Client needs to secure the area surrounding the Equipment in order to prevent access to non-authorized persons.
- 4.10 **Transport:** If transported by Client, all equipment shall be transported in an appropriately sized vehicle, which provides adequate suspension (such as air ride or hydraulic shock absorption). Equipment must be transported in its road case and in its proper orientation. Certain equipment cases must remain on their wheels at all times.
- 4.11 **Late Returns:** All equipment not returned by 12PM on the following day of the last day of the rental period, will be subject to an additional rental rate of one and one-half times the daily rental rate until returned. The Lessee will pay for items not returned or damaged within 10 days of the date when the equipment was to be returned. If Client would like to extend the rental or return later than the date specified, please contact your Prosource account representative as soon as possible. Prosource will do its best to accommodate Client, but make no representation that it will be done free of charge. Failure to return this rental property could result in prosecution as outlined in Illinois Statute 720 ILCS 5/16-1 regarding theft.
- 4.12 **Equipment Condition:** Client agrees to maintain all equipment in a professional manner and operate it solely by Prosource staff (or trained professionals with prior written approval by Prosource). With the exception of normal wear and tear, Prosource reserves the right to charge in whole or in part for any equipment damaged during Client's operation. The Client shall immediately notify Prosource of any damage that occurs to equipment. Damaged equipment shall not be repaired by anyone other than Prosource staff without expressed written permission of Prosource.
- 4.13 **Lost/Damaged Equipment:** If a piece of equipment is missing, or is damaged as a result of Client's misuse, Prosource will advise the Client no later than 48 hours after the rental is returned to our building. Prosource reserves the right to bill for additional rental periods for equipment not returned by its due date. Client may elect to pay for the missing gear at any time, and the rental billing will cease, but will not be retroactive (Prosource will not credit the original rental or additional periods against the purchase price). The replacement costs related to the Client's rental are available from your Prosource account manager upon request.
- 4.14 **Inspection:** Client has the right to inspect the equipment before it leaves our dock. Client has the right to be present when the equipment is being checked in. Prosource requests that Client advises your Prosource account representative in advance if Client will be doing either so that Prosource can have the proper personnel available at the time of pick-up or return. Prosource does not represent that we will provide this accommodation on demand. Prosource must know in advance.
- 4.15 **Warranty:** Prosource warrants that the equipment Client rents will be professionally maintained and in working order when it leaves our shop. While Prosource makes every effort to package our equipment in the best road cases and packaging materials in the industry, malfunctions can and do occur. Prosource will make every reasonable effort to solve the problem, or when practical, get the Client a replacement part or unit. Prosource liability however is always limited to the rental costs of the defective piece of equipment and only if Prosource determines that the malfunction is not as a result of mishandling or traveling.
- 4.16 **Insurance:** Client shall maintain their own insurance sufficient to cover the replacement value of the rented equipment. The value of the rented equipment can be obtained from your Prosource account representative. Failure to produce a valid rental certificate to Prosource prior to the pick-up/delivery of Client's rental does not constitute a forfeit of this requirement. If Client does not have the appropriate insurance, a deposit can be calculated and collected by Prosource in lieu of Client's own renter's insurance. Client must maintain its own liability, workmen's comp and auto insurance.
- 4.17 **Liability:** The Client must list Prosource Company LLC as additionally insured on The Client's General Liability & Property Damage policies as well as on Workman's Compensation Policies when applicable. If under the circumstance where Prosource staff is not operating Prosource equipment (which should happen under no circumstance without prior approval from Prosource), Client agrees to assume and bear the entire risk of damage to the Equipment or loss of the Equipment from any and every cause whatsoever.
- 4.18 **Cancellation:** The Client may break this contract in writing no less than 30 days prior to event/start date. Deposit is non-refundable. If the Client decides to cancel a confirmed quote more than thirty (30) days prior to its scheduled date for any and all reasons, the client shall pay Prosource deposit amount as listed above, in Section C of this Contract. Deposit is non-refundable. However, if Client cancels a confirmed quote thirty (30) days or less prior to its scheduled date for any and all reasons, Prosource shall be entitled to all amounts payable in accordance with this Contract.
- 4.19 **Sub-rentals:** The Client is liable for all sub rentals, entered into by Prosource on behalf of The Client for the event/project listed in Section B, and for the Quote # listed in Section A.
- 4.20 **Mobile Staging:** Client understands that under no circumstances shall a mobile stage be transported, installed, set up, operated, used, dismantled, or stored by anyone other than a Prosource staff member, representative of Prosource, or certified stage technician. In the event of a mobile staging rental, whereas the transport vehicle, truck, tractor, trailer, or stage itself becomes immobile, stuck, lodged, or unable to be moved or removed due to poor venue access or poor venue conditions, then The Client agrees to be held responsible for all charges and expenses incurred by Prosource on behalf of The Client for any towing, wrecker, mechanic, or removal services.

CHANGES, ADDITIONS, AND CANCELLATIONS

- 5.0 Any changes or additions to the Quoted Price in Section C. or to the Terms and Conditions in this contract must be discussed and signed on addendums to this contract by both the Client listed in Section A. and a Prosource Company LLC representative.
- 5.1 Prosource Company LLC will provide the Client listed in Section A. with a Final Invoice, reflecting any changes or additions, no later than seven (7) days after the strike/end date listed in Section B of this Contract.
- 5.2 All quotes will be valid for 30 days from quote date, and will be subject to change beyond that.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE MATERIAL. I AFFIRM THAT THE ABOVE TIMES AND PLACES ARE CORRECT AND CANNOT ALTER WITHOUT THE CONSENT OF THE PROSOURCE REPRESENTATIVE SIGNED BELOW. I AGREE TO THE TERMS DESCRIBED ABOVE, AND I WILL DISCUSS ANY COURSE OF ACTION OUTSIDE OF THESE TERMS WITH THE PROSOURCE REPRESENTATIVE SIGNED BELOW. I AFFIRM I AM A LEGAL REPRESENTATIVE OF THE ORGANIZATION LISTED IN SECTION A. OF THIS DOCUMENT.


Client Signature


Client Name (Printed)


Date