


RIDER

This Rider amends, supplements and supersedes that certain Production Services Contract dated as of July 28, 2015 by and between Prosource Company, LLC ("Prosource" or "Company") and the Wheaton Park District ("Client" or "District") for the provision of sound equipment ("Equipment") for the Shakespeare in the Park event at Wheaton Park District (the "Event"). In the event of any conflict between any of the provisions of this Rider and the provisions of the Production Services Contract, the provisions of this Rider will control.

1. Section 1.0: Delete "or" right before "(f)" and add to end "or (g) Prosource fails to provide the services in Section 3.0 and 3.1 or the services and Equipment provided are defective and fail to operate at the Event."
2. Section 2.3: Add to the beginning "Except as provided herein,"
3. Section 2.7: Delete "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."
4. Section 3.1: Add to the end: "upon written approval of the Client."
5. Section 4.1: Delete in its entirety.
6. Section 4.2:
 - Change to the following: "After delivery and receipt of the Equipment by Client, Client shall pay Prosource for any physical loss of or damage to rented Equipment caused by the Client, and any....."
 - Add after the first sentence "Client shall not be responsible for and shall not be liable to Prosource for any physical loss of or damage to rented Equipment caused prior to the delivery and acceptance of the Equipment by the Client or after the Equipment has left the Client's property for return to Prosource."
7. Section 4.3: Delete in its entirety and replace with the following: "To the fullest extent permitted by law, Company shall indemnify and hold harmless the District and 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 Company's activities in the performance of its obligations under this Contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Company, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the District, 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 Company's breach of any of its obligations under, or Company's default of, any provision of the Contract."

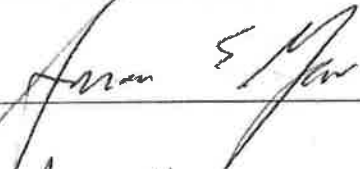
8. Section 4.12: Add at the end of the second sentence: "and caused by Client. Client shall not be responsible for any defective Equipment or damage to the Equipment caused by Prosource."
9. Section 4.15: Delete the last sentence in its entirety and replace with the following: "In the Event of Default by Prosource in accordance with Section 1.0, Client may terminate this Contract and Prosource shall return any sums paid by Client for the rental of the Equipment and shall be liable to Client for all damages incurred by Client due to said Event of Default."
10. Section 4.18: Delete in entirety and replace with the following: "Client may cancel this Contract 7 days prior to the Event and Client's deposit shall be refunded in full. In the event Client cancels this Contract less than 7 days prior to the Event, Client shall forfeit its deposit."
11. Section 4.20: Delete in its entirety; does not apply to this Contract.
12. Add the following as new sections at the end of the Contract:
 - o "Nothing contained in any provision of this contract is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Client under the Illinois Local Governmental and Governmental Employees Tort Immunity Act."
 - o "Client is not responsible or liable for any injury, damages loss or costs sustained or incurred by any person including without limitation Company's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to the operation of the services provided hereunder. Client is not liable for acts or omissions of Company or any of the Company's employees, contractors, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Company."
 - o "Company shall comply with all local, state and federal laws, orders, ordinances, rules, and regulations."
12. Delete the paragraph above the signature lines and replace with the following: "**IN WITNESS WHEREOF**, the Parties have executed this Contract this day of July 22, 2015."
13. Delete signature lines and replace with the same signature lines provided below.

WHEATON PARK DISTRICT

By: 
Its: Director of Special facilities
7/24/15

644865

PROSOURCE COMPANY, LLC

By: 
Its: Aaron Mojica, member