

WHEATON PARK DISTRICT PERFORMANCE AGREEMENT

THIS ENTERTAINMENT AGREEMENT (this "*Agreement*") by and between Wheaton Park District (hereinafter referred to as the "*Buyer*") and Radio Gaga (the "*Band*") is made this 5th day of August, 2026 ("*Effective Date*"). Buyer and Band are hereinafter sometimes individually referred to as a "Party" and collectively as "Parties."

WHEREAS, Buyer desires to hire Band, as an independent contractor, to provide the entertainment generally described below (the "*Performance*") at Memorial Park in Wheaton, IL;

WHEREAS, Band desires to provide such Performance pursuant to the terms listed below;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Date and Time of Performance.** The date of the Performance shall be September 10, 2026 and the time of the Performance shall be 8-9:30PM. The Performance will have a duration of approximately 1.5 hours.
2. **Performance Description.** The entertainment to be provided by Band is generally described as family friendly cover music. Additional details regarding the Performance are listed on Appendix A.
3. **Agreement to Perform.** Band agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.
4. **Price of Performance.** Buyer agrees to pay Band for the Performance, an aggregate sum of _____) due by check immediately following the Performance.
5. **Suitability.** The Band agrees not to perform music that would generally be considered offensive, vulgar, obscene, or inappropriate for an all-ages audience. The Band and any of its entertainers shall at all times conduct themselves professionally, courteously, and appropriately at this all-age venue.
6. **Equipment.** Band is responsible for properly setting up and removing its equipment. Buyer is not responsible for Band's 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 any hazards, tripping or otherwise, for patrons or staff.

Address all correspondence and return signed contracts to:

Margie Wilhelmi, Director of Marketing & Special Events
(630) 510-4984 | mwilhelmi@wheatonparks.org

WHEATON PARK DISTRICT
102 E. Wesley St.
Wheaton, IL 60187



7. Adherence to Sound Restrictions.

- a. Band must strictly adhere to a maximum decibel level of 80 at the Sound tent located in Memorial Park (208 W. Union Ave.). All sound must cease at 9:30P per our local sound ordinance with the City of Wheaton.

	Decibel Level	Recorded Measurement Locations
7A to 9:30P	80 dB(A)	- Hale & Seminary, within park fence (east side) - Hale & Union, within park fence (northeast corner) - Wheaton & Union, within park fence (northwest corner) - Wheaton & Karlskoga, within park fence (southwest corner)

8. **Marketing.** Performances must be marketed and listed on Band's website, social media, and/or any email marketing that lists upcoming performances. It is the responsibility of the Band to submit timely to the Buyer promotional pictures, logo, approved video or sound bites for the purpose of advertising, as well as quickly review and approve any and all media requests from the Buyer for the purpose of promoting the event, its activities, and any associated ticket sales.
9. **Cancellation of Performance by Band.** In the event that Band or Band member is unable to perform its obligations under this Agreement due to proven sickness, accident, or any other legitimate condition beyond Band's control, Band shall make every effort to find a suitable replacement to perform in Band or Band member's place (a "Replacement Act") at no additional fee to the Buyer. Approval for any Replacement Act shall be subject to Buyer's approval. Band shall provide Buyer with as much advance notice as reasonably practicable under the circumstances regarding the potential need to cancel the Performance. If Band is no longer able to perform a refund of any deposit(s) paid by the Buyer is due back to the Buyer within seven (7) business days.
10. **Cancellation of Performance by Buyer.** In the event the performance is cancelled by the Buyer due to riot, epidemic, inclement weather or other acts of God, an incident that renders the venue unsafe for occupancy or use such as a loss of utilities or physical damage to the venue, a local or national security threat, or any other legitimate occurrence beyond Buyer's control, the Band hereby agrees to reschedule the Performance to another mutually agreed upon date. In the event that Performance is rescheduled, the full amount of payment due to the Band under this Agreement shall be paid upon Band's completion of Performance on rescheduled date. If a rescheduled Performance date cannot be mutually agreed upon by the parties, 25% of the agreed upon price of Performance will be paid to the Band within twenty (20) business days.

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11. **Best Efforts.** In the event of potential inclement weather in the area on Performance date, the Band and Buyer [and their officials] agree to make every effort to ensure that the Performance occurs. The Band understands that changes in weather may result in an adjustment of performance times (forward or back) and/or shorter set lengths in order to accommodate any unforeseen weather-related circumstances.
12. **Designated Representatives.** The Buyer hereby designates Margie Wilhelmi as the Buyer's representative ("Buyer Representative") for all matters for the Buyer under this Agreement and with respect to the administration of this Agreement. The Buyer's Representative shall be available to the Band at all reasonable times for consultation with the Band. The Band shall confirm to the Buyer in writing any decision made by the Buyer's Representative. The Band hereby designates Dave Calzaretta as the Band's Representative ("Band Representative") for all matters for the Band under this Agreement and with respect to the Services to be performed by the Band for the Buyer. The Band Representative shall be available to the Buyer at all reasonable times for consultation with the Buyer Representative. The Buyer may conclusively rely on the decisions made by the Band Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.
13. **Indemnification.** Each party (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all costs, losses, demands, claims or expenses (including court costs and reasonable attorneys' fees) whatsoever brought by a third party against, or incurred by, the Indemnitee arising from: a) the negligence, intentional or willful misconduct of the Indemnitor; b) Indemnitor's performance or failure to perform pursuant to this Agreement; or c) any claim arising out of, or in connection with, any service or obligations hereunder provided by the Indemnitor in connection with the Performance. In no event shall either party be liable to the other party for any indirect, special, or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses) arising out of or in connection with this Agreement or its subject matter, regardless of whether such party knows or should know of the possibility of such damages. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including, but not limited to, negligence), or any other grounds, regardless of the form of action.

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14. **Indemnity for Copyright Infringement.** The Band represents and warrants that it is knowledgeable about the copyright laws of the United States as applicable to the Performance and that the Band shall not perform any copyrighted materials of others during the Performance without full compliance with such applicable copyright laws. In the event that the Band breaches his representation, warranty and covenant, Band hereby agrees to INDEMNIFY AND HOLD HARMLESS Buyer and its employees, guests, agents and assigns from and against any and all liability, loss, damages, claims and expenses (including attorney's fees) arising out of such breach.
15. **Assignment.** Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld. Any attempt to assign this Agreement in contravention of this Section 14 shall be void and of no force and effect.
16. **No Liability.** The Buyer shall not be responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation the Band's employees, volunteers or agents, or for any damage to, destruction, theft or misappropriation of any property, relating to the Band's services outlined in this Agreement. The Buyer shall not be liable for acts or omissions of the Band or any of the Band's employees, volunteers or agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent of the Band.
17. **Independent Contractor.** The relationship between the Buyer and the Band is that of an independent contractor. The Band shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Band shall not be deemed to be, nor shall it represent itself as, employees, partners or joint venturers of the Buyer.
18. **No Third-Party Beneficiary.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.
19. **Dispute Resolution.** In the event of any dispute arising out of this Agreement or the relationship of the parties, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with thirty (30) days prior written notice to the other party. The dispute shall be submitted to

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mediation in Wheaton, Illinois. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within fifteen (15) days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Any statements made by any person during the mediation are not admissible in any subsequent litigation proceeding. Nothing shall preclude the Parties from pursuing litigation as addressed in Paragraph 21, should the use of mediation not adequately resolve the dispute.

20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State Illinois without regard to conflict of laws principles that may require the application of the laws of any other jurisdiction. With respect to any suit arising out of or in connection with this Agreement that is not resolved under Section 20 of this Agreement, each party consents and submits to the exclusive jurisdiction of competent state and federal courts in the State of Illinois for any litigation or dispute arising under this Agreement and to the venue of such litigation or dispute in the city or county in which Buyer is located.
21. **No Waiver.** Waiver of any terms of this agreement shall not be valid unless it is in writing and signed by all Parties. The failure of either Party to enforce the provisions of this Agreement, or require performance by the other Party of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of that Party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.
22. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment by the Buyer of the rights, privileges, defenses and immunities available or afforded to it under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.
23. **Notice.** Any notice shall be in writing and shall be effective (i) when personally delivered or transmitted via electronic mail with receipt confirmed; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five (5) business days following deposit in the United States mail, postage prepaid, registered or certified. All notices shall be forwarded to the address of each party listed in Appendix A of this Agreement.

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24. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties as of the Effective Date. There are no agreements, understandings, representations or warranties between the parties other than those set forth in this Agreement. Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unenforceable, shall be deemed divisible and deleted with respect to such jurisdiction; and this Agreement shall not otherwise be affected. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.
25. **Headings.** The heading of each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.
26. **Counterparts.** This Agreement may be simultaneously executed in two (2) or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original
27. The Buyer reserves the right to cancel this agreement immediately due to Band's material breach of this Agreement, or for any reason other than a material breach of this Agreement upon 7 days' notice provided to the Band.
28. Band must review and agree to the attached Buyer's Venue Provisional Rider and Radius Clause, if applicable.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

WHEATON PARK DISTRICT (BUYER)

By

Title:

Exec Dir 8/13/22

BAND:

[Signature]

By David Calzaretta
Title: President

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(830) 510-4984 | mwilhelmi@wheatonparks.org

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102 E. Wesley St.
Wheaton, IL 60187



BUYER

Wheaton Park District

Michael J. Benard, Executive Director

102 E. Wesley St., Wheaton, IL 60187

Contact: Margie Wilhelmi

Director of Marketing & Special Events

mwilhelmi@wheatonparks.org

Contact: Sammi Catanzaro

Special Event Coordinator

events@wheatonparks.org

BAND

Radio Gaga

Contact: Dave Calzaretta

For Internal Use Only:

W-9 Form ☐

Received

COI Required n/a

VENDOR #

WHEATON PARK DISTRICT'S MEMORIAL PARK BANDSHELL

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PROVISIONAL RIDER & RADIUS CLAUSE

A) BAND is authorized to sell merchandise at the performance. YES

Merchandise proceeds will be maintained 100% by the Band. The Buyer will not provide any labor or staffing to facilitate the sale of merchandise on behalf of the band. Merchandise may be sold no more than 30 minutes prior to a performance and no longer than 30 minutes after a performance.

B) BUYER agrees to provide the Band with up to nine (9) parking spots within one block of the venue. Cold bottled water in dressing rooms and on stage upon request. Brand and size of product is at the discretion of the Buyer.

C) BAND agrees to not accept or book any public performances within a fifteen (15) mile radius of Memorial Park (208 W. Union Ave., Wheaton, IL) thirty (30) days prior to and after performance date listed in this contract.

D) BUYER agrees to the attached hospitality request for BAND. YES

E) BAND agrees to provide the following Media & Communication Request information timeline and accurately for use in promotional marketing and performance pre-planning.

Media & Communication Request

Band Name as to appear in promotional marketing:

Social Media Page(s) for promotional purposes:

INSTAGRAM _____
FACEBOOK _____
TWITTER _____
YOUTUBE _____

Website to be used for promotional purposes

Approved band bio (limited to 200 words)

Approved Band Logo

Approved Band Image(s) for promotional use

Media Contact Information

NAME _____
COMPANY _____
PHONE _____
EMAIL _____
NAME _____
COMPANY _____
PHONE _____
EMAIL _____

Sound & Light Coordinator / Tech Contact Information

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Radio Gaga Marketing Guidelines

Band Name:	Radio Gaga
Instagram Handle:	@radiogagatour
Facebook Handle:	facebook.com/radiogagatour
Website:	https://radiogagatour.com/

Approved Band Bio:

Radio Gaga is a high-impact, Vegas-style production built around "The Concert That Never Was." Imagine a world where Freddie Mercury and Lady Gaga share the stage—two icons, one electrifying show. Blending the legendary catalog of Queen with Gaga's biggest hits, this immersive experience features powerhouse vocals, stunning choreography, multiple costume changes, and dynamic visual production. It's more than a tribute—it's a fantasy brought to life, delivering nonstop energy, unforgettable moments, and a concert experience audiences didn't know they were missing... until now.

Media Contact

Dylan Harwood
Twenty West

Production Contact:

Beth Rapp
BBKF Productions

Appendix A – Details of Performance

Name and Address of Performance Venue: Memorial Park, Wheaton, IL

1) Date of Performance: Thursday, September 10, 2026

2) Performance Time: 8-9:30P

3) Type of Engagement: Family Friendly Evening Concert

4) Show Detail: Queen/Lady Gaga tribute band

5) Contract Price and Payment:

- a. Business Check Payable To: Magnificent Events, Ltd.
- b. Final Payment due at time of performance:

6) Sound System with qualified operator to be supplied by: Buyer

7) Light System with qualified operator to be supplied by: Buyer

8) Additional Provisions:

9) Additional Attached Rider from BAND? NO

BUYER

Initial _____

BAND

Initial *EE*

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Magnificent Events & Entertainment
1440 W Taylor Street
Suite 340
Chicago, IL 60607
(815) 230-3770 ext. 700
www.magevents.com

CONTRACT ADDENDUM

In the event of any conflict between this Addendum and the Performance Agreement, the terms of this Addendum shall control.

Addendum to Paragraph 10: Notwithstanding anything to the contrary contained in the Agreement, the parties acknowledge that the Performance covered by this Addendum is itself a rescheduled performance for which the parties have previously agreed to a reduced performance fee. Inclement weather shall not be considered a force majeure event for purposes of cancellation of this rescheduled Performance. The following provisions shall apply specifically to any cancellation or interruption of the Performance due to actual or reasonably anticipated inclement weather and shall supersede any conflicting provisions of the Agreement relating to inclement weather.

In the event the Purchaser reasonably determines that predicted inclement weather creates a safety concern requiring cancellation of the Performance in advance, Purchaser shall notify Artist of such cancellation no later than 8:00 PM Central Time on the day immediately preceding the scheduled Performance.

In the event of such cancellation, Artist agrees, in good faith, to use commercially reasonable efforts to reschedule the Performance for another mutually agreeable available Sunday through Thursday evening during the remainder of the 2026 concert season. Any such additional rescheduled Performance shall be subject to Artist's existing availability and contractual commitments, and the performance fee for such date shall be mutually agreed upon by Artist and Purchaser. Neither party shall be obligated to reschedule the Performance beyond the 2026 concert season.

Artist and Purchaser shall use good-faith efforts to identify a mutually agreeable rescheduled date. If the parties are unable to mutually agree upon an additional rescheduled date during the 2026 concert season, the performance fee applicable to the Performance covered by this Addendum shall remain due and payable to Artist in full.

If inclement weather occurs or threatens on the day of the Performance, Artist shall use commercially reasonable efforts to perform the engagement as scheduled, provided that conditions are reasonably determined to be safe for Artist, Artist's personnel, Purchaser's personnel, and the public. Such efforts may include delaying the start of the Performance, adjusting the Performance schedule, or modifying the length or configuration of the Performance as reasonably necessary to accommodate weather conditions.

Nothing contained herein shall require Artist or Artist's personnel to perform under conditions reasonably determined to be unsafe. Except as specifically modified herein with respect to inclement weather, all other cancellation and force majeure provisions of the Agreement shall remain in full force and effect.



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1440 W Taylor Street
Suite 340
Chicago, IL 60607
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Addendum to Paragraph 14: The parties acknowledge and understand that Artist is a cover and/or tribute artist whose Performance includes copyrighted musical compositions owned or controlled by third parties.

Buyer acknowledges and agrees that Buyer and/or the Performance Venue shall be solely responsible for obtaining and maintaining, at their expense, all licenses, permissions, and authorizations required for the public performance of copyrighted musical compositions at the Performance, including, as applicable, licenses from performing rights organizations ("PROs") such as ASCAP, BMI, SESAC, GMR, and any other applicable licensing organization.

Artist shall have no responsibility or obligation to obtain or pay for any venue, promoter, presenter, or public-performance license required as a result of the Performance.

Buyer represents and warrants that all licenses and permissions required for the public performance of copyrighted musical compositions at the Performance shall be current and in effect as of the date of the Performance. Buyer agrees to indemnify, defend, and hold harmless Artist and Artist's members, employees, musicians, agents, representatives, and assigns from and against any claims, liabilities, damages, penalties, costs, or expenses, including reasonable attorneys' fees, arising from Buyer's or the Performance Venue's failure to obtain or maintain any required public-performance licenses.

Artist shall remain responsible for complying with copyright laws applicable specifically to materials independently created, reproduced, distributed, recorded, broadcast, synchronized, or otherwise used by Artist in a manner requiring authorization separate from the public-performance licenses described above.

This provision shall supersede and replace Paragraph 14 of the Agreement in its entirety.

Addendum to Paragraph 16: Limitation of Buyer's No-Liability Provision. Notwithstanding Paragraph 16 of the Agreement, nothing contained therein shall relieve Buyer from liability arising from the negligence, gross negligence, or willful misconduct of Buyer or its employees, agents, or representatives.

Addendum to Paragraph 27: Cancellation Without Cause. Notwithstanding Paragraph 27 of the Agreement, Buyer may not cancel the Performance without cause without payment of the full contract price. Nothing herein shall limit Buyer's rights with respect to a material breach by Artist or cancellation pursuant to the specific inclement weather provisions contained in this Addendum.

BUYER:

NAME:

SIGNATURE:

TITLE:

DATE:

ARTIST REPRESENTATIVE:

NAME:

David Calzaretta

SIGNATURE:

TITLE:

President

DATE:

8/9/26