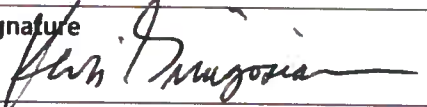


In the event that this performance is cancelled by the officials of the Taste of Wheaton due to inclement weather, The Neverly Brothers (Digging Records, Inc.) agrees to be rescheduled for another performance at the Wheaton Park District, date to be determined and agreed on by performer. If a date cannot 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 band. If inclement weather does take place the event and its officials will do everything in their power to go on with the schedule. Bands 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, The Neverly Brothers (Digging Records, Inc.) shall indemnify and hold harmless the Taste of Wheaton committee 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. The Neverly Brothers (Digging Records, Inc.) shall similarly protect, indemnify and hold and save harmless the Taste of Wheaton 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 The Neverly Brothers (Digging Records, Inc.) breach of any of its obligations under, or The Neverly Brothers (Digging Records, Inc.) 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 KEVIN GIRA BOSIAN	Date 5/9/19	Agreed Payment \$1,400.00
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PRESIDENT - DIGGING RECORDS, INC.

Authorized Signature for Entertainment**

Signature 	Date 5/13/19
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**This agreement will be considered final upon the signature of Wheaton Park District's Executive Director, Michael Benard.