

For Internal Use Only:

W-9 Form: Yes Ook COI: Yes No No No No

Vendor #: 05316

WHEATON PARK DISTRICT PERFORMANCE AGREEMENT

EVENI:	COMPANY/ENTERTAINER:	PERFORMANCE DATE:
Taste of Wheaton	Neverly Brothers (Digging Records, Inc.)	Sunday, June 2, 2019
		PERFORMANCE TIME:
LOCATION OF EVENT:	WEBSITE:	1-2:30P
Memorial Park, 208 W. Union,	Theneverylybrothers.com	
Wheaton IL 60187	SOCIAL MEDIA:	
	@theneverlybrothers	
	CONTACT INFO:	
	diggingrecords@comcast.net	
	Ph.708-301-0936 (Kevin)	

SET UP TIMEFRAME:

12:30-1P

Break(s): none
Sound System: will be provided

Need(s):
Parking Spaces:3 – City Hall lot

ONSITE BAND
MEMBERS/ENTERTAINERS NAME(S)
LISTED:

3 total (PLEASE LIST)

- KEVIN GIRAGOSIAN
- MIKE BRADBURN
- MIKE BRADBURN
- MIKE BRADBURN

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

Music shall not be offensive, vulgar, obscene, or inappropriate for theambiance and atmosphere of the Taste of Wheaton. 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 Taste of Wheaton 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 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, <u>The Neverly Brothers (Digging Records, Inc.)</u>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. <u>The Neverly Brothers (Digging Records, Inc.)</u>shall similarly protect, indemnify and hold and save harmless the Taste of Wheatoncommittee, 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 <u>The Neverly Brothers (Digging Records, Inc.)</u>breach of any of its obligations under, or <u>The Neverly Brothers (Digging Records, Inc.)</u>breach 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 I Muzoria	Printed Name KEVIN GIRA BUSIAN	Date 5/9/19	Agreed Payment \$1,400.00
	PRESIDENT - DIGGING RECOR	DS, INC.	-0

Authorized Signature for Entertainment**

Signature Date S/13/19

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