

**2016 Wheaton Brew Fest**  
**August 1, 2016**  
**Memorial Park 208 W. Union Street**  
**Wheaton, IL 60187**

PERFORMANCE AGREEMENT

The below mentioned entertainment agrees to perform at 2016 Wheaton Brew Fest on the following dates and times.

**The Hat Guys**

Saturday, August 1, 2016

1 p.m. – 4 p.m.

One 15 min. break

**Performers will supply sound system.**

Please list all members performing:

James Cashman  
Ed Boyles  
D. Kizer  
Tim O'Hara  
David Gans

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

In the event that this performance is cancelled by officials of 2016 Wheaton Brew Fest due to severely inclement and/or dangerous weather conditions or any other unsafe condition and notice has been made and received to performer prior to performer's arrival to said event, The Hat Guys will accept 50% of agreed upon payment as listed below, in lieu of performing at said event. In the case that severely inclement and/or dangerous weather conditions or any other unsafe condition force said performance to cancel after performer has arrived, set up or begun performance, performer will be paid in full as stated below.

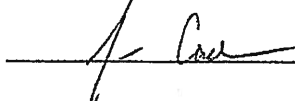
Music shall not be offensive, vulgar, obscene, or inappropriate for the ambiance and atmosphere of the 2016 Wheaton Brew Fest. Entertainers shall at all times conduct themselves professionally, courteously and appropriately for this family-friendly facility.

Entertainers are solely responsible for properly setting up their equipment and removing equipment. The 2016 Wheaton Brew Fest 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.

To the fullest extent permitted by law, **The Hat Guys** shall indemnify and hold harmless the 2016 Wheaton Brew Fest 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 Hat Guys**, as listed above, shall similarly protect, indemnify and hold and save harmless the 2016 Wheaton Brew Fest 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 Hat Guys** breach of any of its obligations under, or **The Hat Guys** 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.

Agreed payment for such performance(s) \$ 1,650.00 Entertainment's name: **The Hat Guys**

Authorized signature for Entertainment:  Date: 4/8/16

2016 Wheaton Brew Fest, Wheaton Park District,

Authorized signature:  Date: 4/13/16

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