

**For Internal Use Only:**

W-9 Form ☐ Yes ☐ No
COI: ☐ Yes ☐ No
Vendor #: _____

**WHEATON PARK DISTRICT
PERFORMANCE AGREEMENT**

EVENT: Wheaton Christmas Parade	COMPANY/ENTERTAINER: Tunes of Glory Pipes and Drums	PERFORMANCE DATE: Friday, November 26, 2021
LOCATION OF EVENT: Parade route starts: Wesley and Wheaton Ave	WEBSITE: http://www.tunesofglory.org SOCIAL MEDIA: https://www.facebook.com/groups/97566397466/about CONTACT INFO: Tunes of Glory Pipes and Drums P.O. Box 54 Warrenville, IL 60555	PERFORMANCE TIME: 6P step off time

LINE UP BEGINS: 5P LENGTH OF PARADE: Approximately 2 hours	MISCELLANEOUS: Staging details to follow Band Leader- <i>Kolleen Munster-Sarno</i> Day of Contact- Cell: <i>630/207-0215</i> Email: _____ <i>or 630/202-1675</i>	ONSITE BAND MEMBERS/ENTERTAINERS NAME(S) LISTED: <i>Tunes of Glory Pipes & Drums</i> _____ _____ _____ _____ _____ _____
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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 the ambiance and atmosphere of the Wheaton Christmas Parade. Entertainers shall at all times conduct themselves professionally, courteously and appropriately for this family-friendly parade.

Entertainers are solely responsible for properly setting up their equipment and removing equipment. The Wheaton Park District 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 Wheaton Christmas Parade due to inclement weather, Tunes of Glory Pipes and Drums agree to be rescheduled for another performance within Wheaton Park District's facilities date to be determined and agreed on by performer and Wheaton Park District.

To the fullest extent permitted by law, Tunes of Glory Pipes and Drums shall indemnify and hold harmless the Wheaton Christmas Parade 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. Tunes of Glory Pipes and Drums shall similarly protect, indemnify and hold and save harmless Wheaton Christmas Parade 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 Tunes of Glory Pipes and Drums breach of any of its obligations under, or Tunes of Glory Pipes and Drums 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	Date	Agreed Payment
	JANET FITCHUK	10/18/21	\$1,000.00

Authorized Signature for Entertainment**

Signature	Date
	10/24/21

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