



Wheaton Park District
102 East Wesley Street
Wheaton IL 60187

V2 Productions
1215 Karl Court, Suite 202
Wauconda IL 60084
info@v2productionsllc.com
847-481-6060
V2ProductionsLLC.com

Production Services Agreement: Wheaton Shakespeare in the Park

Order Date	07-15-2021	Delivery Address
Our Reference	2697	Memorial Park Bandshell
Your Reference		225 Karlskoga Avenue
Rental Period	08-25-2021 9:00 AM to 08-28-2021 5:00 PM	Wheaton IL 60187

Item	Type	Quantity	Price	Surcharge	Total
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Audio Console Package

Allen & Heath SQ6	Rental	1			
Allen & Heath DX168 Expander	Rental	2			
328' Ethercon Reel	Rental	1			
75' Ethercon Cable	Rental	1			

Wireless Microphones

Shure Axient Digital Quad Wireless Microphone Package	Rental	4			
Shure Axient Digital AD4Q Quad Receiver, G57 (<i>accessory</i>)	Rental	4			
Shure Axient Digital AD1 Bodypack Transmitter, G57 (<i>accessory</i>)	Rental	16			
Shure Axient Digital AD2 Handheld Transmitter, G57 (<i>accessory</i>)	Rental	16			
Shure UA874 UHF Active Directional Antenna, Pair	Rental	1			
DPA 4088 Beige Directional Headset Microphone, TA4F	Rental	16			
Point Source Audio CO3 Earset	Rental	16			



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Item	Type	Quantity	Price	Surcharge	Total
Backup Earset Mics					
Wired Microphones					
Microphone Package	Rental	1			
Specs TBD					
Stage Monitors					
RCF TT25-CXA Active Coaxial Monitor	Rental	2			
Crew					
Audio Engineer (A1)	Service	1 x 4 Days			
Load In, Rehearsal, Operate, Load Out					
Audio Technician (A2)	Service	1 x 4 Days			
Load In, Rehearsal, Operate, Load Out					
Transport					
Transportation, Transit Van	Service	1 x 1 Day			



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Charge total	\$7,250.00
Tax total	\$0.00
Charge and tax total	\$7,250.00

I, the undersigned accept the terms and conditions of this agreement, outlined below

Signed

Printed

Michael Benard
Executive Director

Date:

8/16/2021

TERMS AND CONDITIONS

1. Payment of services, rental, and deposit amounts must be made in accordance with the terms set forth on the front of this agreement. In the absence of established terms, payment is due upon receipt of an invoice from V2 Productions, LLC. Late payments will be assessed a late fee of 1.5% per month (or portion of a month) on the unpaid balance. The client agrees to pay all collection or attorney fees incurred to collect past due balances.
2. No allowance will be made for unused equipment. After the equipment has left V2 Productions, LLC premises, the client will pay the full contracted rental charges regardless whether the equipment is actually used or needed. This contract and the Terms and Conditions are binding on the client for any and all equipment received from V2 Productions, LLC including additional, supplemental and sundry items that are provided to the client but may not be listed on the contract.
3. Client agrees to furnish and pay for all electrical power, labor and other services necessary to fulfill this agreement, unless these services are specifically outlined above and are to be provided by V2 Productions, LLC.
4. All warranties of merchantability or fitness for a specific purpose, either expressed or implied, are hereby excluded.



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5. The client agrees to be fully responsible for and the insurer of the equipment while it is away from V2 Productions, LLC's premises. The client, at their own cost and expense, shall securely keep and maintain the equipment in a safe and secure environment and in a good state of repair, ordinary wear and tear resulting from proper use alone excepted. V2 Productions, LLC will make the final determination of condition, proper use and acceptable wear and tear. In the event of loss, theft or damage to the equipment in whole or in part, whether or not due to the fault of the client, the client shall promptly notify V2 Productions, LLC and V2 Productions, LLC, at its option may repair or replace such equipment. The client shall be responsible for the full cost of repair or the full retail replacement value plus (a) all rents and other amounts due and owing under this agreement, and (b) the amount of lost rents for the period V2 Productions, LLC was deprived of the use of the equipment.

6. The client shall indemnify V2 Productions, LLC (and it's agents, employees and assigns) against and hold V2 Productions, LLC (and it's agents, employees and assigns) harmless from any and all claims, actions, suits, proceedings, costs, duties, expenses, taxes, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, non-performance of the equipment, delivery, loading or use or operation of said equipment.

7. The client shall be solely responsible for securing all necessary permits, licenses, approvals and clearances and for complying with all laws, ordinances, regulations, statutes, practices and rules regulating the safe, proper and legal use and operation of the equipment. the client is responsible for paying all taxes (including but not limited to property, sales, rent, use or lease tax) that may be levied on the equipment or transaction whether levied on V2 Productions, LLC or the client.

8. Time is of the essence on this agreement. Any extension must be mutually agreed upon in writing. If an extension is not secured, all terms and conditions will remain in force and the client will incur daily rental charges at the highest posted rate for any equipment not returned by the return date on the agreement. Any retention of the equipment after the termination of the rental period constitutes a material breach of this agreement.

 9. ~~In the event that V2 Productions, LLC assists the client in any manner, the client assumes the risk and will hold V2 Productions, LLC, (and its agents, employees or assigns) harmless from any personal injury or property damage, including damage or injury attributable to the negligence of V2 Productions, LLC or its employees, agents or assigns.~~

10. The equipment is, and shall at all times remain, the sole and exclusive property of V2 Productions, LLC and the client shall have no right, title or interest therein except as expressly set forth herein. The client agrees to permit V2 Productions, LLC to enter the premises where the equipment is kept at any reasonable time to inspect the



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equipment. Upon expiration or early termination of this agreement, the client shall permit V2 Productions, LLC to enter the premises where the equipment is kept and remove the equipment immediately. If the equipment is not returned to or repossessed by V2 Productions, LLC at the termination of this agreement, or if the client is in default (as outlined below), V2 Productions, LLC shall have the right to immediately take possession of any and all items of equipment without demand or notice, wherever the equipment may be located, and without any court order or process of law. The client agrees to pay the full cost of retrieval if V2 Productions, LLC must make arrangements to have equipment returned. The client hereby waives any and all damages and claims of trespass occasioned by such taking possession unless caused by gross negligence or willful misconduct on the part of V2 Productions, LLC. The client waives any and all rights and notice to a judicial hearing with respect to the repossession of equipment by V2 Productions, LLC.

11. The client shall be in default under this agreement upon the first of the following to occur: (a) failure to pay any amounts due and owing under this agreement; (b) any breach in any of the terms and conditions of this agreement; (c) institution of any bankruptcy or receivership proceeding against the client; (d) death or incompetence of the client, if an individual; (e) at any time V2 Productions, LLC determines the client's credit to be impaired or to be insecure; or (f) the entry of any writ or order of attachment, execution or other legal process against the client is levied on any or all equipment.

12. The client irrevocably authorizes any attorney of any court of record to appear on behalf of the client in such court to confess judgment, without process, in favor of V2 Productions, LLC, if the client fails to fulfill the covenants of this agreement, for such amount as may appear to be due and unpaid thereon, together with reasonable casts of collection, including reasonable attorneys fees and costs and to waive and release all errors which may intervene in such proceedings and consent to immediate execution upon such judgment hereby ratifying and confirming all that said attorney may do by virtue hereof.

13. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

14. V2 Productions, LLC is not liable for any direct, indirect or consequential loss or damage to the client's equipment or materials or any other equipment or materials used in conjunction with the provided equipment (including but not limited to atmospheric generators, audio/video/lighting equipment, cable, power and data distribution equipment, control consoles, software, etc.).



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15. This agreement contains the entire understanding between the parties and may not be modified except in writing. V2 Productions, LLC will not be bound by any terms, representations or warranties that are not contained in the agreement. This agreement is governed in accordance with the laws of the State of ~~Wisconsin~~ ^{Illinois}. The client warrants that they have the authority to enter into this agreement on behalf of other parties. By signing the agreement, the client agrees to accept and be bound by all of the terms and conditions of the agreement.

16. Enforcement of Contract, In the event that V2 Productions, LLC institutes legal action to enforce the Contract, the Client agrees to be liable for all V2 Productions, LLC's attorney's fees and related litigation expenses incurred. The parties stipulate and agree that the law of the State of ~~Wisconsin~~ ^{Illinois} shall govern this Contract.