

VENDOR AGREEMENT – 2023 SPECIAL EVENTS SOUND SERVICES

This Vendor Agreement (“Agreement”) is made this 11th day of May, 2023, by and between the Wheaton Park District, an Illinois park district and unit of local government (“District”) and V2 Productions, LLC, an Illinois corporation (“Vendor”). District and Vendor are hereinafter sometimes collectively referred to as the “Parties” or individually as “Party.”

WITNESSETH

That the District and Vendor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Vendor shall provide all labor, equipment, and materials required to complete the following work at Memorial Park, 225 Karlskoga Ave, Wheaton, Illinois (“Project Site”): 2023 Special Events Sound Services for Shakespeare in the Park, as indicated in Vendor’s Proposal dated May 5, 2023, attached to and incorporated as part of this Agreement as **Exhibit A** (“Vendor’s Proposal”), and all other incidental and collateral work necessary to properly complete the project (collectively, the “Work”).

2. Contract Documents

The Contract Documents consist of this Agreement between the District and the Vendor; Vendor’s Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**; and Insurance and Indemnification Requirements and Vendors Certificate(s) of Insurance, attached to and incorporated as part of this Agreement as **Exhibit B**; and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Vendor shall commence and complete the Work for each event in accordance with the dates and deadlines set forth in the Vendor’s Proposal. Time is of the essence for this Agreement.

4. Performance and Supervision of Work

Vendor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Vendor shall not interfere in any way with and shall cooperate fully with other Vendors used by District for any other work at the Project Site. Vendor shall supervise and direct the Work using Vendor’s best skill and attention. Vendor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Contract Sum

The District agrees to pay Vendor for the proper and timely performance of the Work in strict accordance with the Agreement as follows:

A total lump sum payment in the not to exceed amount of \$8,194.58.

6. Payment

Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

7. Cleaning Up

Vendor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Vendor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. Vendor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project Site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract Documents. Vendor shall strictly comply with all laws and regulations pertaining to same and shall be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

8. Safety of Persons and Property

- A. Vendor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees engaged in the Work and other persons who may be affected thereby, and other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- B. Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. Vendor shall promptly remedy damage and loss to District property caused in whole or in part by the Vendor, or anyone directly or indirectly employed by Vendor, or by anyone for whose acts Vendor may be liable and for which the Vendor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the District or anyone directly or indirectly employed by District, or by anyone for whose acts District may be liable, and not attributable to the fault or negligence of the Vendor.

9. Termination

- A. The District may, at any time, terminate the Agreement in whole or in part for the District's convenience and without cause. Termination by the District under this section shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Vendor shall immediately, in accordance with instructions from the District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the District may direct, for the protection and preservation of the terminated Work. The Vendor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Vendor for the Work prior to receipt of the notice of termination. Vendor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- B. District may terminate the Agreement, in whole or in part, for cause as follows:
- (i) In the event Vendor breaches any of the provisions of this Agreement, District may terminate the Agreement immediately upon written notice to Vendor, if Vendor shall not have cured such breach within forty eight (48) business hours after District shall have first notified Vendor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Vendor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Vendor shall have repeatedly breached the same or other provisions previously, District may terminate the Agreement immediately without affording Vendor an opportunity to cure the breach, upon written notice to Vendor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to District, in either case upon written notice to Vendor without opportunity to cure.
 - (ii) In the event Vendor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Vendor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

10. Insurance

Vendor will procure and maintain the insurance coverages provided in Exhibit B, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the District's insurer or the risk management agency of which the District is a member.

11. Indemnification

Vendor shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit B**.

12. Compliance with Laws and Permits

Vendor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Vendor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Vendor of the foregoing laws, regulations and rules shall constitute a breach by Vendor of this Agreement.

13. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Vendor, its successors or assigns shall maintain no suit or action against the District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Vendor acknowledges that each provision of this Agreement is important and material to the business and success of the District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Vendor shall also pay to the District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the District's reasonable attorneys' fees.

14. No Liability

When equipment is under the direct care and supervision of Vendor staff, the District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's Work and obligations under this Agreement. When equipment is not under the direct care and supervision of Vendor staff, the District is not responsible or liable for any damages, loss or costs sustained or incurred or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's Work and obligations under this Agreement unless any damage to, destruction, theft or misappropriation of any property is caused by the intentional or negligent acts or omissions of the District. The District is not liable for acts or omissions of Vendor or any of Vendor's employees, subcontractors, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

15. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or Vendor, and/or any of their respective officials, officers and/or employees.

16. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

17. Independent Vendor

Vendor acknowledges that it is an independent Vendor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other. The Vendor is not entitled to workers' compensation benefits or other employee benefits from the District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

18. Non-Assignment

This Agreement is non-assignable in whole or in part by the Vendor, and any assignment shall be void without prior written consent of the District.

19. Notices

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

If to District:	Wheaton Park District 102 E. Wesley St. Wheaton IL 60187 Attention: Executive Director
If to Vendor:	V2 Productions, LLC 1215 Karl Court, Suite 202 Wauconda, IL 60084 Attention: Garrett Vander Veen, Owner and Production Manager

20. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

21. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

22. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

23. No Waiver of Tort Immunity Defenses


Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATON PARK DISTRICT

By: _____

Its: _____


Executive Director

V2 PRODUCTIONS, LLC

By: _____

Its: _____

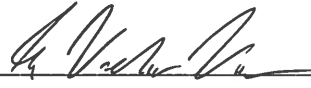

Owner

EXHIBIT A

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

Quotation: Wheaton Shakespeare in the Park 2023

Order Date	05-03-2023	Delivery Address
Our Reference	3463	Memorial Park Bandshell
Your Reference		225 Karlskoga Avenue
Rental Period	08-23-2023 9:00 AM to 08-26-2023 5:00 PM	Wheaton IL 60187

Item	Type	Quantity	Price	Surcharge	Total
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Audio Console Package

Allen & Heath Avantis	Rental	1			
Allen & Heath GX4816	Rental	1			
328' Ethercon Reel	Rental	1			
75' Ethercon Cable	Rental	1			
Whirlwind 50' 4 Send/2 Return Box-Fan XLR Snake	Rental	1			
Total for Audio Console Package:					\$629.58

Wireless Microphones

Shure Axient Digital Quad Wireless Microphone Package	Rental	4			
Shure Axient Digital AD4Q Quad Receiver, G57 (accessory)	Rental	4			
Shure Axient Digital AD1 Bodypack Transmitter, G57 (accessory)	Rental	16			
Shure Axient Digital AD2 Handheld Transmitter, G57 (accessory)	Rental	16			
Shure UA874 UHF Active Directional Antenna, Pair	Rental	1			

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

Quotation: Wheaton Shakespeare in the Park 2023

Item	Type	Quantity	Price	Surcharge	Total
DPA 4088 Beige Directional Headset Microphone, TA4F	Rental	16			
Point Source Audio CO3 Earset	Rental	16			
Backup Earset Mics					
Total for Wireless Microphones:					\$3,040.00

Wired Microphones

Microphone Package	Rental	1			
Specs TBD					
Total for Wired Microphones:					\$175.00

Stage Monitors

RCF TT25-CXA Active Coaxial Monitor	Rental	2			
Total for Stage Monitors:					\$200.00

Crew

Audio Engineer (A1)	Service	1 x 3 Days			
Day 1, Load In & Rehearsal - Full Day					
Day 2 - Half Day					
Day 3 - Half Day					
Day 4 - Show and Load Out - Full Day					
Audio Technician (A2)	Service	1 x 3 Days			

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

Quotation: Wheaton Shakespeare in the Park 2023

Item	Type	Quantity	Price	Surcharge	Total
Day 1, Load In & Rehearsal - Full Day					
Day 2 - Half Day					
Day 3 - Half Day					
Day 4 - Show and Load Out - Full Day					
Total for Crew:					\$3,900.00

Transport

Transportation, Transit Van	Service	1 x 2 Days
Total for Transport:		\$250.00

Charge total	\$8,194.58
Tax total	\$0.00
Charge and tax total	\$8,194.58

EXHIBIT B
INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. Insurance

I. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at the District's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent Vendors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Vendor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual

liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Vendor shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to the District under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Vendor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's work.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Vendor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by the District, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting Vendor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District.

Failure to maintain the required insurance may result in termination of this Agreement at the District's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the District whenever requested. Vendor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

II. Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the District and 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 performance of the Vendor's obligations pursuant to this Agreement, including but not limited to arising out of or resulting from any release or spill of hazardous material caused by Vendor, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease

or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Vendor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the District's 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 breach of any of their obligations under, or default of, any provision of the Agreement.