

WHEATON PARK DISTRICT'S MEMORIAL PARK BANDSHELL

PROVISIONAL RIDER & RADIUS CLAUSE

A) BAND is authorized to sell merchandise at the performance. YES NO

Merchandise proceeds will be maintained \_\_\_\_% by the Band. The Buyer will not provide any labor or staffing to facilitate the sale of merchandise on behalf of the band. Merchandise may be sold no more than 30 minutes prior to a performance and no longer than 30 minutes after a performance.

B) BUYER agrees to provide the Band with up to five (5) parking spots within one block of the venue. Cold bottled water in dressing rooms and on stage upon request. Brand and size of product is at the discretion of the Buyer.

C) BAND agrees to not accept or book any public performances within a fifteen (15) mile radius of Memorial Park (208 W. Union Ave., Wheaton, IL) thirty (30) days prior to and after performance date listed in this contract.

D) BUYER agrees to the attached hospitality request for BAND. YES NO

E) BAND agrees to provide the following Media & Communication Request information timeline and accurately for use in promotional marketing and performance pre-planning.

Media & Communication Request

Form with fields for Band Name (VITAL SIGNS), Social Media Page(s), Website, Approved band bio (WEST SUBURBAN ROCK and ROLL COVER BAND...), Approved Band Logo, Media Contact Information (NAME: Tony ALTSMAN, PHONE: 630-533-7914, EMAIL: A.ALTSMAN@AOL.COM), and Sound & Light Coordinator / Tech Contact Information.

Address all correspondence and return signed contracts to:

Margie Wilhelmi, Director of Marketing & Special Events (630) 510-4984 | mwilhelmi@wheatonparks.org


WHEATON PARK DISTRICT 102 E. Wesley St. Wheaton, IL 60187



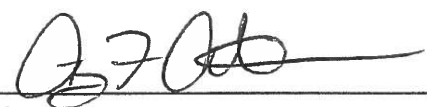
24. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties as of the Effective Date. There are no agreements, understandings, representations or warranties between the parties other than those set forth in this Agreement. Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unenforceable, shall be deemed divisible and deleted with respect to such jurisdiction; and this Agreement shall not otherwise be affected. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.
  
25. **Headings.** The heading of 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.
  
26. **Counterparts.** This Agreement may be simultaneously executed in two (2) or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original
  
27. The Buyer reserves the right to cancel this agreement immediately due to Band's material breach of this Agreement, or for any reason other than a material breach of this Agreement upon 7 days' notice provided to the Band.
  
28. Band must review and agree to the attached Buyer's Venue Provisional Rider and Radius Clause, if applicable.

IN WITNESS WHEREOF, this Agreement is executed on the date first above written.

WHEATON PARK DISTRICT (BUYER)

By   
 Title: Executive Director

BAND:

VITAL SIGNS  
 By   
 Title: \_\_\_\_\_

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 Wheaton, IL 60187



Appendix A – Details of Performance

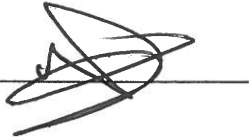
**Name and Address of Performance Venue: Cream of Wheaton, Memorial Park, Wheaton, IL**

- 1) Date of Performance: Thursday, June 2, 2022
- 2) Performance Time: 6 – 7:15P
- 3) Type of Engagement: Family Friendly Evening Concert
- 4) Show Detail: Rock & Roll Covers
- 5) Contract Price and Payment: \$1200.00
  - a. Deposit: n/a
  - b. Deposit Due By: n/a
  - c. Business Check Payable To: Anthony ALTOMARI
  - d. Final Payment due at time of performance: \$1200.00
- 6) Sound System with qualified operator to be supplied by: Buyer
- 7) Light System with qualified operator to be supplied by: Buyer
- 8) Additional Provisions:


9) Additional Attached Rider from BAND? YES

NO

BUYER  
Initial



BAND  
Initial

Vital Signs 

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