

| For Internal Use Only: | |
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| W-9 Form: Yes No No COI: Yes No N/A Vendor #: | |

WHEATON PARK DISTRICT PERFORMANCE AGREEMENT

| EVENT: | COMPANY/ENTERTAINER: | PERFORMANCE DATE: |
|---|--|------------------------|
| Independence Day Parade (Honorarium) | Wheaton South High School | Thursday, July 4, 2024 |
| | CONTACT INFO: | PERFORMANCE TIME: |
| LOCATION OF EVENT: Parade route starts: Main St. & Hawthorne Blvd. | Wheaton South High School 1993 Tiger Trl Wheaton, IL 60189 | 10A step off time |

| SET UP TIME FRAME: | MISCELLANEOUS: | ONSITE BAND |
|--------------------------|---------------------------------|------------------------------|
| 8A | Staging details to follow | MEMBERS/ENTERTAINERS NAME(S) |
| LINE UP BEGINS: 9:15A | Band Leader- Hannah Drake | LISTED: |
| LENGTH OF PARADE: | | |
| Approximately 2 hours | | |
| | Day of Contact- | |
| | Cell: | |
| | Email: Hannah.drake@cusd200.org | |
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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 Independence Day 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 Independence Day Parade due to inclement weather, Wheaton South High School 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, Wheaton South High School shall indemnify and hold harmless the Wheaton Independence Day 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. Wheaton South High School shall similarly protect, indemnify and hold and save harmless Wheaton Independence Day 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 Wheaton South High School breach of any of its obligations under, or Wheaton South High School 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 |
|-----------|--------------|---------|----------------|
| Handon | Hannah Drake | 5/13/24 | \$500.00 |

Authorized Signature for Entertainment**

Signature

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