

Broadway In Chicago Group Sales

17 North State Street, Suite 810

Chicago, IL 60602

Phone: 312-977-1710 Fax: 312-977-0519

Account 20108464
Group Name WHEATON PARK DISTRICT
Customer Info Laura Bessey
208 W Union
Wheaton, IL 60187

Contract Number 140166
Date Ordered 1.24.16
Processed By NANCY

Phone (630) 510-5032
Email lbessey@wheatonparks.org
Fax

Group Order

Show	Performance Date	Time	Venue	# of Seats	Price Per Seat	Total
Hamilton	Wed, Oct 26, 2016	1:30 PM	The PrivateBank Theatre	54	\$120.00	\$6,480.00

Please sign and return the yellow copy with your deposit made payable to:
Broadway In Chicago

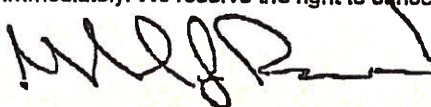
Total Seats 54
Handling Fee \$432.00
Grand Total \$6,912.00

* Please enclose a separate check for each individual contract.

Amount Due 2/2/2016 \$6,912.00

** IMPORTANT: PLEASE READ CAREFULLY **

- * Reservations are not guaranteed until receipt of non-refundable deposit. Ticket price is based on number of tickets ordered. A reduction in number of tickets may result in a higher price.
- * Payment is due on or before invoice due date indicated above. Reservations cannot be guaranteed if payment is late.
- * **ONCE PAYMENT IS RECEIVED, TICKET ORDER IS FINAL - NO SUBSTITUTIONS, EXCHANGES OR REFUNDS.**
- * All orders are subject to the terms and conditions listed on the reverse side of this agreement. If you are unable to meet the terms of this agreement, please contact us immediately. We reserve the right to cancel this agreement if payment is not received as scheduled.

 1/27/16

FOR TICKET OFFICE USE ONLY

Deposit Received _____

Amt Inclosed _____

Date Processed _____

Date Balanced Received _____

Date Tickets Mailed _____

- explosion, strikes, labor disputes or other causes beyond its reasonable control. Restaurants America may terminate the Agreement upon delivery of written notice to Client setting forth the reasons therefore, in the event that the Client fails to comply with the terms of the Agreement, including without limitation, the payment of deposits and observations of all rules and regulations of Restaurants America.
10. **Event Conduct:** Client agrees to conduct the Event in an orderly manner and in full compliance with applicable laws and rules and regulations promulgated by Restaurants America. Restaurants America reserves the right to refuse service to or remove any loud or disruptive member of the Client's party. The Client assumes full responsibility for the conduct of all persons in attendance at the Event other than Restaurants America employees or subcontractors, including its guests, members, employees or third parties hired by the Client and Client will be responsible for any damage done to any part of Restaurants America or property during any time the premise is being utilized by, or is under the control of, Client or the Client's agents, guests, employees or independent contractors hired by or on behalf of the Client.
 11. **Alcohol Consumption:** All persons consuming alcoholic beverages on the premises of Restaurants America must be 21 years of age or older and have proper identification present. Restaurants America reserves the right to remove any person not in compliance with this policy.
 12. **Deliveries:** With prior arrangement with the staff of the Director of Sales at Restaurants America, Restaurants America will accept packages delivered no earlier than three days prior to the Event. Any shipments prior to such date or deemed excessive in size or volume may be subject to storage fees.
 13. **Special Orders:** Client agrees to pay all expenses owing to third parties with respect to arrangements made by Restaurants America on the Client's behalf such as with respect to furniture and linen rentals, flower orders and musicians. The cost of these items is also subject to a service charge owing to Restaurants America, as provided in paragraph 19 below.
 14. **Decorations:** All displays and/or decorating proposed by the Client will be subject to prior written approval of Restaurants America. Decorations cannot be taped, stapled or nailed to Restaurants America walls or windows. Decorations including candles require approval from Restaurants America to ensure compliance with local fire code. Use of confetti is prohibited, \$250.00 clean up fee will apply if confetti of any kind is used.
 15. **Personal Property Liability Release:** Restaurants America assumes no responsibility for any personal property of the Client or Client's guests brought onto Restaurants America premises and left thereon, either prior to or following the event. Client shall bear the risk of loss of any such property, and Restaurants America does not maintain insurance covering the Client's property.
 16. **Security:** If deemed necessary by Restaurants America in order to maintain adequate security with respect to the size and nature of the event, Restaurants America may obligate Client to hire security personnel for the event. Security services must be supplied by a reputable licensed guard or security agency that conducts business within the same county in which Restaurants America is located. Security personnel shall not carry weapons, shall coordinate with Restaurants America management and shall be restricted to the space reserved for the event referenced. The security firm and number of security personnel hired for an event is subject to final approval by Restaurants America.
 17. **Indemnification:** Client agrees to protect, indemnify, defend and hold harmless Restaurants America and its respective employees and agents from any and all loss, damage, cost, expense, penalties, fines and liability incurred by Restaurants America, including, without limitation, with respect to its premises, resulting from the conduct of Client or any guest, agent, contractor, employee or representative of Client, at any Event.
 18. **Event Times:** This Agreement states beginning and ending times for the event. Exceeding the set event times is subject to Restaurants America management approval and a charge of \$250.00 for every additional hour.
 19. **Service Charge & Sales Tax:** All food, beverage, A/V equipment, room rentals, floral, rental equipment and outside service charges are subject to a 20% service charge. All aforementioned charges will be charged applicable sales tax.

The undersigned agrees to be bound by the foregoing Agreement, including Restaurants America Private Dining Terms and Conditions that are an integral part of such Agreement.

Client: _____

Date: 2/1/16

Terms of Contract

1. A group sales contract is available only to a group containing twenty (20) or more individuals requesting tickets for the same performance.
2. **Groups of 20 – 40** will require a full payment within two (2) weeks of customer's receipt of contract as determined by Theatre records.
3. **Groups over 41** a nonrefundable deposit of at least twenty-five percent (25%) of the total payment due must be received within two (2) weeks of the customer's receipt of the Group Sales Contract as determined by the Theatre records. **Reduction in number of tickets ordered must be made 30 days prior to final payment date.** The balance of the total order is due **100 days** before the date of the requested performance. In the event that a ticket order is placed within three weeks of a performance, then full payment must be made immediately upon execution of the Group Sales Contract by certified check, cashiers check or money order or credit card.
4. **Please note multiple individual checks are not accepted for group payments. Credit card payments are accepted.**
5. If the Group fails to make any payment when due, all tickets may be released by the Theatre for public sale. The Theatre may retain, as liquidated damages for the Group's breach of this agreement, all monies paid by the group to the Theatre hereunder.
6. Paid tickets will not be released and mailed until 8 weeks prior to the 1st scheduled performance. Tickets will be sent by priority mail to the Group within 3 weeks of the full payment as set out herein; however, in circumstances where full payment is received within 30 days of the event date on the face of this agreement, the tickets will be held at the box office of the respective venue for pickup by the Group on the day of the event. Any other method of delivery requires special arrangement with the Theatre and the Group agrees to be responsible for any additional charges in connection therewith. The group assumes no responsibility for tickets lost or stolen while en route to the Group.
7. The group may not cancel or exchange tickets once any payment has been received. No reservation is guaranteed until deposit is received. No other verbal or written representations regarding the above are valid.
8. All group sales are subject to ticket availability. The Group understands and accepts that the priority of seat location assignments will vary by attraction, date and circumstances, and shall be sole discretion of the theatre. The Group agrees that this is a fair and equitable arrangement.
9. **Ticket prices are based on the number of tickets ordered. Any reduction in number of tickets ordered may result in a higher ticket price and/or additional per ticket handling charge. Seat locations released due to reduction in group size may be determined by Broadway In Chicago.**
10. In the event that a scheduled performance is canceled for any reason, payment will be refunded in full or reservations may be transferred to another performance if tickets are available and the group is in agreement. In the case of inclement weather, it is our policy to fulfill the scheduled performance obligations. The Group agrees that should a performance be canceled, the Theatre shall not be liable for any damages in excess of the amount actually paid for tickets under this Group Sales Contract and that the theatre shall not be liable for any other damages incurred by the Group or any of its members resulting from changes in the show date, time of performance or ticket prices, whether or not the Group attends the performance.
11. No tickets purchased pursuant to this Group Sales Contract may be resold for any amount other than the price printed on each ticket without the express written permission of the Theatre. Tickets acquired hereunder may not be resold, transferred or distributed to any ticket broker or any other person or entity for resale. The Theatre reserves the right to deny admission to any person seeking admission with a ticket obtained in violation of the terms of this paragraph. The theatre further reserves the right to seek recovery from the group for all damages incurred by the Theatre as a result if any breach of this paragraph together with attorney's fees and other reasonable expenses incurred by the theatre in collecting such damages. However, in no event shall the amount of damages be less than five (5) times the price printed on the face of each ticket obtained in violation of the terms of this paragraph. Should it come to the attention of the Theatre management that anyone in the group is a ticket broker, all current and future orders may be canceled without notice or justification of action.
12. Any advertising by the Group relating to the purchase of tickets under this Group Sales Contract is subject to the express written approval of the Theatre. In the event of any unauthorized advertising, the order may be canceled without notice at the sole discretion of the Theatre.
13. No order will be accepted unless this Group Sales Contract has been executed by an officer of the Group. Payment of the deposit and/or execution of this Group Sales Contract indicates that the undersigned has received a copy of the Group Sales Contract and understands and accepts the terms and conditions contained herein.
14. **This constitutes approval for use of all contact information including: address, phone, fax and e-mail in connection with this contract regarding this booking, future Broadway In Chicago or sponsor / partner related advertising.**
15. This contract constitutes the entire agreement between the parties. There are no other oral representations or understandings modifying any of the terms of this agreement. The terms of this agreement can be altered only with the written consent of the Theatre.
16. Theatre reserves the right, in its sole discretion, to refuse to take group sales orders from any group or individual for any reason whatsoever, subject to applicable law.

ACCEPTED:

Michael Benard
Print Name

m benard@cultureinpark.org
Signature

E-mail Address

2/1/16
Date