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Clerk's Contract and Agreement Cover Page

Year: 2010 **Legistar File ID#:** 2010-0077

Multi Year: **Amount** \$5,500.00

Contract Type: Addendum

Contractor's Name: American English

Contractor's AKA:

Execution Date: 2/24/2010

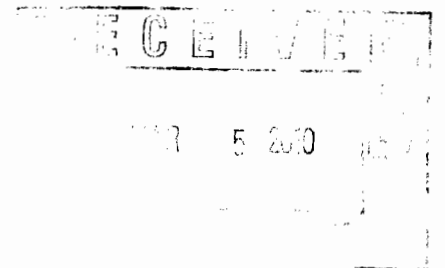
Termination Date: 8/7/2010

Renewal Date:

Department: Media & Special Events

Originating Person: Patty Vlazny

Contract Description: Taste of Orland Entertainment 2010



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

March 5, 2010



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

Mr. Eric Suszynski
American English
4148 W. 82nd Street
Chicago, IL 60652

RE: *NOTICE TO PROCEED*
Taste of Orland 2010

Dear Mr. Suszynski:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated project. Please contact Patty Vlazny at 708-403-6145 regarding this event.

The Village will be processing the deposit and issuing it to you by month end.

For your records, I have enclosed one (1) original executed addendum dated February 24, 2010 in an amount not to exceed Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Patty Vlazny

ADDENDUM 10 to
Taste of Orland – Entertainment Agreement

Dated
December 20, 2007

Between
The Village of Orland Park, Illinois (“VILLAGE”) and American English (“CONTRACTOR”)

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 1: THE CONTRACT DOCUMENTS:**, of said Agreement, the sentence “The Performance Contract dated January 14, 2010 submitted by Contractor, to the extent it does not conflict with this contract” shall be added to the end of the section.
3. In **SECTION 2: SCOPE OF WORK AND PAYMENT:**, of said Agreement, the words “Saturday, August 2, 2008” shall be stricken and replaced with “Saturday, August 7, 2010”.
4. In **SECTION 2: SCOPE OF WORK AND PAYMENT:**, of said Agreement, the paragraph “TOTAL: Five thousand and No/100 (\$5,000.00) Dollars. A 50% deposit (\$2,500.00) is required upon execution of contract and balance due immediately after the performance. Checks should be made payable to AMERICAN ENGLISH” shall be stricken in its entirety and replaced with

“TOTAL: Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars. A 50% deposit (\$2,750.00) is required upon execution of contract and balance due immediately after the performance. Checks should be made payable to AMERICAN ENGLISH.”
5. In **SECTION 4: TERM OF THE CONTRACT:** of said Agreement, the sentence “The PERMFORMANCE shall commence on **Saturday, August 2, 2008 from 8p.m. to 11p.m.**” shall be deleted and replaced with the sentence “The PERMFORMANCE shall commence on **Saturday, August 7, 2010 from 8p.m. to 11p.m.**”
6. All of the other terms, covenants, representations and conditions of said Agreement not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
7. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

ADDENDUM 10 to
Taste of Orland – Entertainment Agreement

Dated
December 20, 2007

Between
The Village of Orland Park, Illinois (“VILLAGE”) and American English (“CONTRACTOR”)

This Addendum, made and entered into effective the **24th day of February, 2010**, shall be attached to and form a part of the Agreement dated the 20th day of December, 2007 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: 

Print Name: PAUL G. GRIMES

Its: Village Manager

Date: 3/3/10

FOR: THE CONTRACTOR

By: 

Print Name: ERIC SUSZYNSKI

Its: BAND LEADER & PRESIDENT OF LLC

Date: 3/1/10

American English
4148 W. 82nd. Street
Chicago, Il. 60652
773-582-9102

Page One



PERFORMANCE CONTRACT

THIS AGREEMENT is entered into between "American English" (hereinafter referred to jointly and severally as the "Artist") and Eric Suszynski "Michaels" 773-582-9102 (hereinafter referred to as the "Purchaser" or Patty Vlazny "Taste of Orland" (708-403-6160) 14700 South Ravinia, Orland park, IL. 60462

For the personal services of the Artist for the engagement described below, made this day of January 14th, 2010.

1. Name and address of venue for engagement: "Taste of Orland Park" 147th South Ravinia Drive
2. Date(s) of the Engagement: Saturday August 7th 2010.
3. Performance Time (s): Approx. 8:30 till 11 PM
4. Type of Engagement:
(i.e., Concert Setting, Private, Corporate, Festival)
5. Show Detail: One 45 Minute Set with Intermission Followed By a 75 Minute Non-Stop Set. 3 Costume Changes.
6. Contract Price: \$5,500.00 (Five Thousand Five Hundred Dollars) Flat Guarantee Rain, Shine or Any Inclement Weather.
 - (a. 50% Deposit required and balance due immediately after performance)
Signed Contract must be returned within 14 days to insure your date
Deposit _____ Check # _____ Date _____
 - (b. CHECKS should be made payable to (AMERICAN ENGLISH)

Send Payment to; **American English**
 4148 W. 82nd Street
 Chicago Il. 60652

(c. Other Payment Structure to be made as follows and agreed to by the Artist:

7. Sound System with qualified operator to be supplied by:
Purchaser's Artist Not Applicable
8. Light System with qualified operator to be supplied by:
Purchaser's Artist Not Applicable

American English
4148 W. 82nd St.
Chicago, IL 60652
773-582-9102

Page Two



PERFORMANCE CONTRACT

9.) **NON-CANCELLATION:** It is understood and agreed by and between the parties that this Agreement is binding and fully enforceable. If this Agreement is canceled for ANY reason (including inclement weather or any other act of God) or by the Purchaser, the Purchaser's deposit, if any, shall be forfeited and the Artist shall be entitled to full compensation. Such forfeiture shall not waive or preclude the Artist from pursuing any other remedy in law or equity for the recovery of any monies due to the Artist. If this engagement is canceled by the Artist for any reason, the Artist or Agent shall replace the Artist with a comparable Artist mutually agreed upon by the parties. In the alternative, if a suitable act is not agreed upon the Artist must refund the Purchaser' deposit, if any. Accordingly, the Agent shall be entitled to a full commission [from the Artist The Agent has negotiated this Agreement between the Artist and Purchaser, acts solely as Agent for the Artist and is hereby relieved from any and all liability and from any and all acts of omission or commission on the part of the Artist and or Purchaser, jointly or severally.

10.) **NON-DISCLOSURE:** When signing this agreement you are agreeing to a non-disclosure of your pricing with American English by law. Should American English be forced to perform for less money because this clause was broken by the signatories, they are responsible to make up the difference in pricing.

11.) **PROMOTIONS FOR THE EVENT:** The Client will only use current promo of the band. This is available through the band or their website americanenglish.com. Nothing prior to 2005 can or should be used.

12.) **PURCHASER'S WARRANTIES:** a) The Purchaser shall warrant and guarantee that there shall be no recording, reproduction, or transmission of any type of medium (or manner) what so ever from the place or venue where the engagement is situated without the prior written consent of the Artist. An announcement shall be made to this effect immediately prior to the band's performance.

13.) **RETURNED FUNDS:** The parties agree and understand that any funds or negotiable instruments that are recieved by the Buyer(s), (other than cash or other forms of certified funds), that are returned to the Seller for any reason, including, but not limited to: insufficient funds, stop payment, shall result in the Buyer(s) and their respective signatories being responsible and obligated for any and all costs and fees including attorney's fees, associated with the collection of these funds.

14.) **OPENING ACTS:** Under no circumstances is an opening act (DJ's) to perform "Beatles" songs without the consent of band leader Eric Suszynski. (American English)

ANY ATTACHMENTS, RIDERS, OR ADDENDA ARE BINDING AND HEREBY INCORPORATED AS PART OF THIS AGREEMENT

Paul G. Grimes 1/21/10
Print Purchaser's Name (Date)

By: Eric M. Suszynski
For American English

[Signature] 1/21/10
Signature of Purchaser (Date)

14700 Ravinia Ave. Orland Park, IL 60462
Street Address City State Zip Code

American English Contract Rider

The following rider is in adjunct to the contractual agreement with the purchaser. This rider has been designed to accommodate a professional and enjoyable performance, the safety and overall comfort to all of those involved, and to answer any questions the purchaser may have. Some substitutions are acceptable and others are not, and American English will be as flexible as possible, depending upon the nature of the event. Consent for general alterations of this rider must be approved by Eric Suszynski (773-582-9102). Consent for technical alterations must be approved by American English's production manager, Zack Mishur 708-259-0210 zgm6763@yahoo.com or Eric Suszynski

A. Indemnification

- 1) American English will not be liable for any personal injuries which may occur prior to, during, or after the performance.
- 2) American English retains the right to cancel any performance when the safety of, the talent or production crew is compromised.

B. Parking, Hotel, and Transportation

- 1) If hotel accommodations are necessary, 7 non-smoking and 1 smoking room shall be provided by purchaser,
- 2) Parking accommodations for one full size truck, two vans, and four cars is necessary. All parking expenses are to be paid by purchaser.
- 3) When American English is traveling by air, transportation to and from the airport, hotel, and performance venue for people with luggage and equipment must be provided. At no time will American English be responsible for transportation between any necessary points of travel.

C. Dressing Room and Hospitality

- 1) Purchaser will provide one large and adequately lit dressing room with one floor length mirror and 5 comfortable chairs within 50' of the stage.
- 2) Purchaser will provide one private lavatory exclusively for use by the band. **(Port-a-potty) for festivals or outdoor events.**
- 3) A private quick-change area with ~~floor length mirror~~ and adequate lighting within 20' to 50' of the stage must be provided when the talent is required to accommodate a quick-change set.
- 4) The items listed shall be made available for consumption by the band and crew at the time of AE's crew arrival.

Where applicable, food and beverages are to be adequately refrigerated:

- ~~2 cases of 12 oz, bottles of spring water~~
 - ~~1 case of Pepsi or Coke~~
 - ~~1 case of Diet Pepsi or Diet Coke~~
 - ~~1 deli assortment with various meats, cheeses, fruits, vegetables, breads, condiments, and necessary cutlery and plateware, to accommodate 8 people for the duration of the day.~~
- bottled water*

In a festival situation, a variety of available festival foods delivered to the dressing room is acceptable, as long as a vegetarian meal is provided.

- 5) Fifteen complimentary admissions to the event must be provided for American English's guests,
- 6) If American English's crew is required to move their equipment up 5 or more stairs, 4 people to assist with the load-in AND load-out must be provided by the client.

D. Merchandising

- 1) American English personnel shall be permitted to sell merchandise at scheduled event. 100% of proceeds shall be retained by said personnel.
- 2) Merchandise will be sold one hour prior to, during, and 30 minutes after the performance.
- 3) 2 - 6' banquet table and four chairs are to be set in designated area to accommodate merchandising.

E. Payments

- 1) Payment is due at time of services rendered. Deposits are due at time of signing contract.
- 2) All checks shall be made payable to American English. **Personal checks are unacceptable.**

F. Sound System Specifications

- 1) The Sound System should be of professional quality and reputable name (EAW, Meyer, Turbasound, Nexo, EV, Clair, Crest, Crown, QSC, etc.). Additionally, the system should be capable of accurate and thorough coverage of the venue. A minimum SPL of 115 db without distortion at the mix position is required. The power rating of the amplifiers should equal at least 3 watts per perspn attending the event.
- 2) If it is necessary for the sound pressure level to exceed 108 dB for longer than 3 seconds at the mix position, delay stacks will be required to assist in covering the venue. In other words, if the people in the back can't hear the band, AE's engineer will not increase the volume to accommodate. Additional speakers behind and / or around the mix position and venue will be required.
- 3) The Sound System should be 3 or 4-way active and wired in stereo, assembled in a completely professional manner using high resolution studio grade cabling and connectors, and completely, wired in phase.
- 4) The System should be free of hums and buzzes at the time of AE's crew arrival; and properly grounded for safety. At no time should the overall voltage rise above 125v or fall below 110v.
- 5) The System should be available for sound check at the time of AE's arrival. At least three hours should be allotted for load-in and sound check, with the exception of a festival setting, where one hour shall be allotted to change over, if there is a support act. At no time will anyone other than the sound, lighting, production crew, and the band be permitted in the venue during soundcheck, with the exception of a festival setting.
- 6) AE's engineer reserves the right to retain all settings on the FOH console and outboard equipment, including crossovers, EQ's, and limiters. Said settings are never to be shared with support acts.
- 7) The FOH position should be located dead center on the same level as the audience. The general public should never have access to the engineer or equipment. The FOH position should never be located under a balcony or against a wall. If the venue has theater style seating, space must be allotted for the mix position. In this scenario, it may be necessary to eliminate an area designated for seating.
- 8) A communication system is required between the FOH and the stage. Clear-Com or equivalent hard-wired belt packs should be prominently located in a natural line-of-sight position on the console.
- 9) AE travels with a FOH engineer and two stage technicians. The contracted sound company will provide two competent, sober, and experienced system technicians, one to oversee the operation of the system, the other to assist the stage techs. All technical personnel shall be available during set-up, sound check, and performance.
- 10) Front-of- House Specifications are as follows:
Console: Midas, Soundcraft, Yamaha, Crest, Allen & Heath or equivalent, NO PEAVEY.
Main and spare power supply units are required.
Outboard Equipment: Klark or equiv. 1/3 octave EQ
10 insertable gate/comps (Drawmer, BSS, DBX, etc.)
CD player
AE's engineer carries his own FX, requiring 4 aux sends and 6 channel returns
- 11) American English carries their own in-ear monitoring system. However, we ask that 2 downstage wedges and/or 2 sidefills be provided for center fill and backup purposes. These center/side fills may be sent from an aux send from the FOH console. A separate monitor mix is always preferred.

G. Lighting Specifications

- 1) One experienced lighting technician to deliver, assemble, and operate the lighting system is required.
- 2) Lighting should adequately illuminate all musicians on stage. Twenty-four or more PAR 56's or PAR 64's downstage and upstage will suffice. Leko's, pin spots, and 2 follow spots with operators are always appreciated.
- 3) A wide assortment of gel colors should be available.
- 4) The lighting technician should have full control over every individual light.

H. Power

- 1) When using American English Sound System, please provide seven separate services of 20 amps GFI circuits at the rear of the stage (when just the band is performing, two amp GFI circuits are needed.)

I. Staging Specifications

- 1) The staging shall be fully assembled and positioned prior to AE's arrival.
- 2) The dimensions of the stage should be 32' x 20' x 4' MINIMUM. These dimensions do not include sound wings, which should be the same height as the stage.
- 3) The stage should be level, stable, dry, and free of holes, nails, and other debris.
- 4) The front and sides of the stage should be skirted to cover the stage supports.

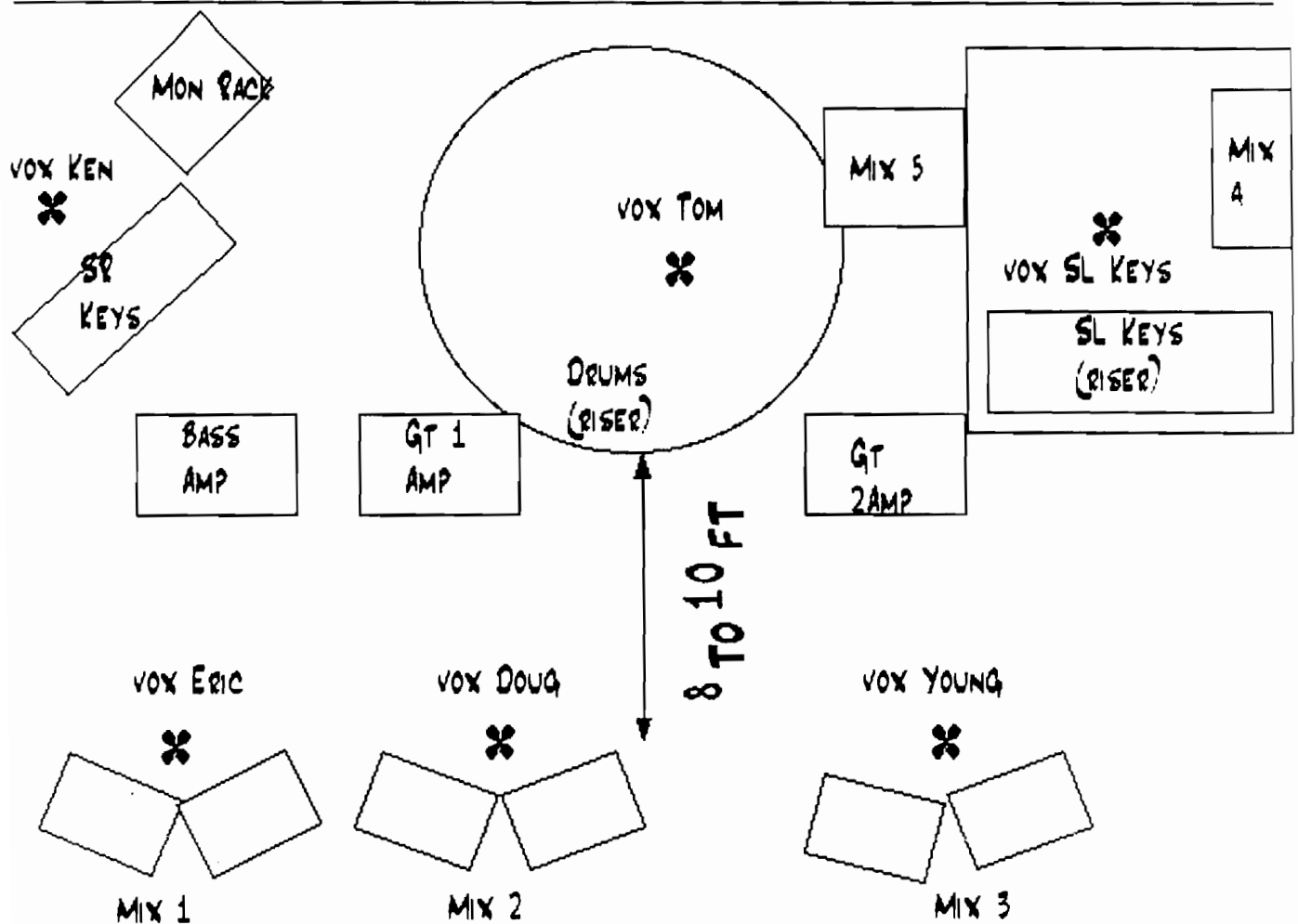
Attached is a stage plot and an input list. We are extremely flexible, but we must insist that all changes be approved by American English. We thank you for your business, and we look forward to making your event a success!!

Eric Suszynski - 773-582-9102 Cell 733-426-0050 Production Manager: Zack Mishur 708-259-0210 zgm6763@yahoo.com

AMERICAN ENGLISH

SUMMER/FALL 2009

FOH ZACK
STAGE RICK
STAGE MIKE



- (1) 1 KICK (GATE)
- (2) 2 SNARE TOP (GATE)
- 3 SNARE BOTTOM (GATE)
- (3) 4 HI HAT
- 5 RACK TOM (GATE)
- 6 FLOOR TOM (GATE)
- 7 OVERHEAD SR
- 8 OVERHEAD SL
- (4) 9 BASS
- (14) 10 SR KEYS
- (15) 11 SL KEYS

- (7) 12 AC GT DOUG
- (13) 13 AC GT YOUNG
- (5) 14 EL GT DOUG
- (6) 15 EL GT YOUNG
- (8) 16 VOX ERIC (COMP)
- (9) 17 VOX DOUG (COMP)
- (10) 18 VOX YOUNG (COMP)
- (11) 19 VOX SL KEYS (COMP)
- (12) 20 VOX TOM (COMP)
- 21 VOX KEN (COMP)

2 REVERBS AND A DOL ON FADERS PLEASE

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

Hold Harmless Agreement

To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless THE VILLAGE OF ORLAND PARK, its related entities, and each of their respective officers, directors, employees and agents ("Indemnitees"), from and against all claims, damages, losses, costs, expenses, judgments and liabilities (including but not limited to attorney's fees, costs and expenses) that may be asserted against or incurred by any of them due to: (a) any real or personal property damage relating to Vendor's occupancy of the Indemnitees' property or any portion thereof, or Vendor's participation in the Event; (b) any accident or injury (including but not limited to personal injury and bodily injury) to any persons (including Vendor's employees), sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use thereof, caused by or in connection with: (i) the performance of any services or the furnishing of any goods, materials, food, beverages or other property upon the Indemnitees' property by Vendor; or (ii) any negligent act or omission of the Vendor, its employees, contractors or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, unless the same is caused solely by the gross negligence or willful misconduct of the Indemnitees; and/or (c) any claim, ruling, and/or decision by any local state and/or federal agency or court that the Indemnitees must pay any tax or any kind because of a ruling that Vendor and/or its employees are employees of the Indemnitees, all regardless of whether or not any such claim, damage, loss, cost, expense, judgment or liability it is caused in part by a party indemnified hereunder.

If Vendor suffers any claims, damages or losses caused by any person or entity engaged by or through or for the benefit of the Indemnitees or any other person or entity, Vendor shall not hold or seek to hold the Indemnitees responsible therefore, but rather, Vendor shall proceed solely against such person or entity causing such claim, damage or loss.

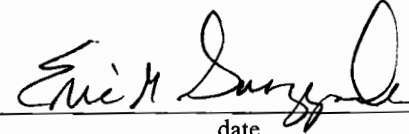
In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Vendor, its agents and employees, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the greatest extent allowed by law.

Vendor's defense and indemnification obligations set forth in this Letter Agreement shall survive the expiration or termination of the Event.

Village of Orland Park

By: 

Date: 3/3/10

Accepted and Agreed:  1/26/10

date

Vendor Name: American English

By: 

signature

Title: President of LLC & Band Leader

Event: "Taste of Orland Park"

February 24, 2010

Mr. Eric Suszynski
American English
4148 W. 82nd Street
Chicago, Illinois 60652

NOTICE OF AWARD – Addendum 10 Taste of Orland August 7, 2010

Dear Eric:

This notification is to inform you that on February 15, 2010, the Village of Orland Park Board of Trustees approved awarding American English the contract in accordance with the proposal you submitted dated January 14, 2010, for performance at the Taste of Orland on August 7, 2010 from 8p.m. to 11p.m. in the amount of Five Thousand Five Hundred and No/100 (\$5,500.00) Dollars.

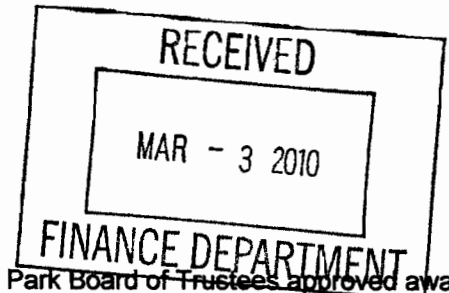
In order to finalize this agreement you must comply with the following conditions by March 10, 2010.

1. Enclosed is the Addendum to the contract dated December 20, 2007 for the Taste of Orland performance on August 7, 2010. Please sign two (2) copies and return them directly to me. I will obtain signatures to fully execute the Addendum and one original executed Addendum will be returned to you.
2. The same changes to the Contract Rider apply to 2010. I will return a signed Performance Contract and Rider when I return the fully executed addendum above.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Addendum is required to be in place and received at my office prior to the commencement of work on this project. A 50% deposit in the amount of Two Thousand Seven Hundred Fifty and No/100 (\$2,750.00) Dollars will be sent along with the addendum above. The balance will be paid after the performance on August 7, 2010. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Patty Vlazny





VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Master

Sent addendum 2-24-10

File Number: 2010-0077

File ID: 2010-0077

Type: MOTION

Status: PASSED

Version: 1

Reference:

Controlling Body: Board of Trustees

Department: Village Manager

Cost:

File Created Date : 02/05/2010

Agenda Entry: Taste of Orland Park Entertainment - American English

Final Action: 02/15/2010

Title: Taste of Orland Park Entertainment - American English

Notes:

Code Sections:

Agenda Date: 02/08/2010

Indexes:

Agenda Number:

Sponsors:

Res/Ord Date:

Attachments:

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Village Manager	02/05/2010	INTRODUCED TO COMMISSION	Community Events & Outreach Committee			
	Action Text: INTRODUCED TO COMMISSION to the Community Events & Outreach Committee						
0	Community Events & Outreach Committee	02/08/2010	RECOMMENDED FOR APPROVAL	Board of Trustees			Pass
	Action Text: A motion was made by Trustee Edward Schussler, seconded by Trustee Bernard Murphy, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion CARRIED by the following vote:						
	Notes: Media & Special Events Coordinator Patty Vlazny reported that American English is a popular local group that has been a big draw at the Taste of Orland for the last several years. The Village staff recommends hiring the group American English to headline the entertainment at Taste of Orland Park 2010 on Saturday, August 7 from 8:30 p.m. to 11 p.m.						
	Aye: 3 Trustee Murphy, Chairman Fenton, and Trustee Schussler						
	Nay: 0						
1	Village Manager	02/11/2010	INTRODUCED TO BOARD	Board of Trustees			
	Action Text: INTRODUCED TO BOARD to the Board of Trustees						
1	Board of Trustees	02/15/2010	APPROVED				Pass
	Action Text: This matter was APPROVED on the Consent Agenda.						
	Notes: American English is a popular local group that has been a big draw at the Taste of Orland for the last						

Text of Legislative File 2010-0077

..Title

Taste of Orland Park Entertainment - American English

History

American English is a popular local group that has been a big draw at the Taste of Orland for the last several years. The village staff recommends hiring the group American English to headline the entertainment at Taste of Orland Park 2010 on Saturday, August 7 from 8:30 p.m. to 11 p.m.

On February 8, 2010, this item was reviewed and approved by the Community Events and Outreach Committee and referred to the Board for approval.

Financial Impact

Cost of the performance is \$5,500.00 and will be charged to account 010-9400-499.90.22. This is the same price they have charged in the past.

Recommended Action/Motion

I move to approve payment to the group American English at the rate of \$5,500.00 to provide entertainment at the Taste of Orland Park on Saturday, August 7, 2010 from 8:30 p.m. to 11 p.m.

several years. The village staff recommends hiring the group American English to headline the entertainment at Taste of Orland Park 2010 on Saturday, August 7 from 8:30 PM to 11 PM.
Aye: 7 Trustee Murphy, Trustee Fenton, Trustee O'Halloran, Trustee Dodge, Trustee Schussler, Trustee Gira, and Village President McLaughlin
Nay: 0