

Contract #40.3

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2007-0782

Multi Year: 1

Amount \$5,000.00

Contract Type:

Services

Contractor's Name:

American English

Contractor's AKA:

Execution Date:

12/20/2007

Termination Date:

8/2/2008

Renewal Date:

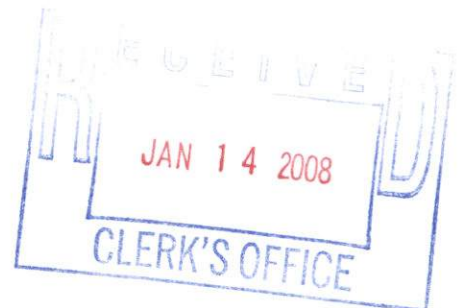
Department:

Media & Special Events

Originating Person:

Patty Vlazny

Contract Description: Taste of Orland - Entertainment 8/2/08



Monday, January 14, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
January 14, 2008



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 2008

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 a purchase order for this contract/service and faxing it to you. This purchase order number should be noted on all invoices, correspondence, etc. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated December 20, 2007 in an amount not to exceed Five Thousand and No/100 (\$5,000.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Patty Vlazny

VILLAGE OF ORLAND PARK
(Contract for Services)

This Contract is made this **20th day of December, 2007** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and AMERICAN ENGLISH (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Performance Contract submitted by Contractor on November 29, 2007 to the extent it does not conflict with this contract.

American English Contract Rider as modified by the Village of Orland Park

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

*A concert to be performed at TASTE OF ORLAND PARK on **Saturday, August 2, 2008 from 8 p.m. to 11 p.m.**, in accordance with the Performance Contract by American English dated November 29, 2007. Show detail: 1 – 45 minute set, break, 1 – 75 minute set*

(hereinafter referred to as the "WORK") and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

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.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The PERFORMANCE shall commence on **Saturday, August 2, 2008 from 8p.m. to 11p.m.** This Contract shall terminate upon completion of the PERFORMANCE, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: With respect to services performed by the Contractor on the premises of the Village, the Contractor agrees to the fullest extent permitted by law to indemnify and hold harmless the Village, its trustees, directors, officers, agents and employees against any and all claims, suits, actions, demands or losses against Village and pay all costs (including costs of defense) for damage to the property of, or personal injuries to, or death of, any person or persons, including the Contractor, if such claims, suits or losses are caused directly or indirectly by, are connected with, or arise out of the performance of this Agreement by the Contractor, whether by negligence or otherwise.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski

Contract Administrator

Village of Orland Park

14700 South Ravinia Avenue

Orland Park, Illinois 60462

Telephone: 708-403-6173

Facsimile: 708-403-9212

e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Eric Suszynski

American English

4148 W. 82nd Street

Chicago, IL 60652

Telephone: 773-582-9102

Facsimile: 773-582-9102

e-mail: americanenglish1@aol.com

Tax ID# 36-3960-325

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

Page One

December
December 29, 2007



PERFORMANCE CONTRACT

THIS AGREEMENT is entered into between "American English" (hereinafter referred to jointly and severally as the "Artist") and Eric Suszynski 773-582-9102 (hereinafter referred to as the "Purchaser" or Patty Vlazny / Taste Of Orland 708-403-6160 Village Of Orland Park 14700 South Ravinia Orland Park, IL. 60462 "hereinafter" to as the "Agent" for the "Artist" For the personal services of the Artist for the engagement described below, made this 29 day of December, 2007

1. Name and address of venue for engagement: Taste Of Orland Park
14750 Ravinia Orland Park, IL. 60462
2. Date(s) of the Engagement: Saturday August 2, 2008
3. Performance Time(s): 6:00 Till 9:00 8pm to 11pm a.m./ (p.m.) pd
4. Type of Engagement: Festival
(i.e., Concert Setting, Private, Corporate, Festival)
5. Show Detail: 1 - 45 minute set break 1 - 75 minute set
6. Contract Price: \$ 5,000.00 (Five- thousand dollars) Flat Guarantee Rain , Shine Or Inclement Weather

- (a. **50% Deposit required and balance due immediately after performance**)
Signed Contract must be returned as soon as possible 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:
(waiting for deposit)

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



PERFORMANCE CONTRACT

10.) **CANCELLATION POLICY:** In the event Purchaser cancels this performance, all fees will be payable in full. Inclement weather or any other reason for cancellation out of talent's control remains the responsibility of Purchaser, and all fees are payable on such occasion.

If weather conditions present a danger to Artist's health, safety, equipment and / or performance, in Artist's sole opinion, Artist shall have the right to cancel performance. In any cancellation for this cause, Artist shall be entitled to full compensation which would have otherwise been payable had the Artist performed. The agreement of the Agent to provide entertainment is subject to proven detention by sickness, accident, or acts of God.

11.) **RETURNED FUNDS:** The parties agree and understand that any funds or negotiable instruments that are received 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 attorneys fees, associated with the collection of these funds.

12.) **NON-DISCLOSURE:** When signing this agreement you are agreeing to a non-disclosure of your pricing with American English.

13.) **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. Purchaser, Client, or Venue is responsible for Promoting their event.

14.) **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.

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

Village of Orland Park
Ellen J. Baer

Print Purchaser's Name

By:

Eric A. Szymanski 11/2/08

For American English

(Date)

Ellen J. Baer

Signature of Purchaser

01/07/08

(Date)

14700 S. Ravinia

Street Address

City

State

Zip Code

Orland Park IL 60462

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, Joseph Corzine (773-350-1460) 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, 6 non-smoking and 2 smoking rooms 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.
 - At the end of the event 8 hot meals are to be provided for the band and crew.

water only ps

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, *- N/A no charge ps*
- 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, Nexco, 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 person 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. *stage is 24x16 @ canopy & sound wings*
- 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 Joseph Corzine - 773-350-1460

American English Input List

Channel	Input	48V	Group	VCA	Insert
1	Kick		4	4	Comp/Gate
2	Snare		4	4	Comp/Gate
3	Snare Bottom	X	4	4	Gate
4	Hat	X	4	4	Gate
5	Rack		4	4	Gate
6	Floor		4	4	
7	Overhead L	X	4	4	
8	Overhead R	X	4	4	
9	Bass		3	3	Comp
10	Guitar SR		2	2	Comp
11	Guitar SL		2	2	Comp
12	Acoustic SR	X	2	2	Comp
13	Acoustic SL	X	2	2	Comp
14	Keys SR		3	3	
15	Keys SL		3	3	
16	Percussion		4	4	
17	Vox SR		1	1	Comp
18	Center Vox		1	1	Comp
19	Vox SL		1	1	Comp
20	Piano Vox		1	1	Comp
21	Drum Vox		1	1	Comp
22	Spare Vox		1	1	Comp
23	MPX One L		L&R	8	
24	MPX One R		L&R	8	
25	M2000 L		L&R	8	
26	M2000 R		L&R	8	
27	M One L		L&R	8	
28	M One R		L&R	8	
29					
30	CD Player L		L&R		
31	CD Player R		L&R		
32	Talkback to house and monitors				

**All microphones and DI's are provided by American English, but spares should be available.

**American English's engineer carries 3 effects units, requiring 4 aux sends and 6 channel returns.

**American English utilizes an in-ear monitor system. We carry a splitter snake in order to achieve this. Therefore, all channels are first connected to a splitter on stage right, and then sent to the main snake via a 50 foot fan out. If the main snake is more than 50 feet from the splitter, the PA company must accomodate.

**Although the band is on the in-ear monitor system, we still require 4 downstage monitors on separate mixes for center fill and backup purposes.