

Quote

Quote ID: 13116-1
Name: Orland Concert Series
Date(s): 6/7/2024 to 6/8/2024

Project Manager: Daniel Nickleski
Daniel@SoundWorksPro.com
815-600-4649 Ext: 102

To Village of Orland Park
Ray Piattoni
14700 South Ravinia Avenue
Orland Park, IL 60462

RPiattoni@orland-park.il.us



Terms See Terms Below

Submitted 2/27/2024

Valid Until 3/25/2024 5:00 PM

Equipment List Name: Audio

Out Delivered by SWP
Back Picked up by SWP
Setup 6/7/2024 9:00 AM
Show 6/8/2024 5:00 PM
Strike 6/8/2024 10:00 PM

Ship to
Collette Highlands
Somerglen Ln and Park Station Blvd
Orland Park, IL

FOH Console

- 1 Digital Audio Mixer Package 48 Channel
- 1 LAKE FOH Rack

FOH Mains

- 36 Nexo Geo T Line Array Cabinet
- 16 Nexo RS18 (sub)
- 4 Nexo PS10 V1 FF
- 2 Nexo FOH Amp Rack
- 3 Nexo FOH Amp Rack

Monitors

- 1 Digital Audio Mixer Package 48 Channel
- 4 12" 2-Way Floor Monitor
- 1 Dual 18" Drum Fill Sub
- 1 12" 2-Way Drum Fill Top
- 1 Monitor Amp Rack

Snake

- 1 200' 1ch Dual Shield EtherCon/PowerCon/DMX
- 1 Multi Pair - 4pr XLR 300'

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Microphones/DIs/Cables

1 Utility Work Box, XLR, and Microphone Package

Wireless Microphones

1 Shure Axient AD4QNP-A 4 Channel Receiver
4 Shure ADX2 G57 Handheld
1 RF Venue DFIN Diversity Antenna 470-698 MHz

Stands

1 Microphone Stand Package

Comms

2 Hotspot Shout Speakers
2 Shure SV200 w/ Switch
2 Mic Cable, 10'
1 EtherCON Cat6 (Shielded) 250'

Cable

1 Cable Package

Power

1 Audio Power Distro 100A 3-Phase w/ Pass Thru
1 A/C, 5-Wire 100' #1 feeder Cam to Cam

Rigging

2 1 Ton Chain Motor

Misc

2 Tarp Trunk

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Equipment List Name: Lighting 2

Out Delivered by SWP
Back Picked up by SWP
Setup 6/7/2024 9:00 AM
Show 6/8/2024 5:00 PM
Strike 6/8/2024 10:00 PM

Ship to
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Lighting - Control

1 GrandMA2 Light lighting console

Lighting - Fixtures Moving

12 Martin Mac Viper Profile
30 Chauvet MK2 Wash

Lighting - Fixtures Effects

4 ADJ Jolt 300 Strobe
8 Chauvet Strike Array 2 LED Blinder

Lighting - Atmosphere

2 Antari F7 Haze / Fog Unit

Power

1 Distro 100A/3phase
1 A/C, 5-Wire 100' #2 feeder Cam to Cam

Rigging

8 Truss 12"x12" Box 10'
2 Truss 12"x12" Box 8'
6 1 Ton Chain Motor

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Equipment List Name: Spot Lights

Out Delivered by SWP
Back Picked up by SWP
Setup 6/7/2024 9:00 AM
Show 6/8/2024 5:00 PM
Strike 6/8/2024 10:00 PM

Ship to
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Lighting - Fixtures Conventional

2 Lycian 1267 Spotlight

Comms

1 Wired Com 5 Pack

Labor

2 Spot Operator

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Equipment List Name: Labor

Out Delivered by SWP
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Setup 6/7/2024 9:00 AM
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Strike 6/8/2024 10:00 PM

Ship to
Collette Highlands
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Orland Park, IL

Labor

- 1 FOH Engineer
- 1 Monitor Engineer
- 1 Audio Tech
- 1 Lighting Designer
- 1 Lighting Tech
- 6 Set Tech
- 4 Strike Tech

Transport

- 1 Delivery

Event Totals

Quote Total \$33,700.00

Please note our new remittance address

Please remit payment to:
Vantage Production Group
1385 101st Street, STE F
Lemont, IL 60439

Vantage Production Group is a division of Sound Works Productions, Inc.
ACH details available upon request. Contact Daniel@SoundWorksPro.com

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Project Manager Daniel Nickleski
Payment Terms See Terms Below
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AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made between Sound Works Productions, Inc. ("Contractor"), an Illinois corporation who may operate under the DBA(s) Vantage Production Group, Vantage Stage or Vantage AV, and Contractor ("Client"), collectively "Parties" and individually "Party." ("Project Manager"), as outlined above, is an authorized representative of Contractor and is the primary point of contact for Client. Contractor will perform additional services that Client requests from time to time, if, and only if, Contractor accepts the work request. Client agrees that all services performed by Contractor for Client, whether described verbally or in writing, are governed by this Agreement.

1. Duties of Client to Contractor: In connection with this Agreement, Client shall:

- a. Provide Contractor with adequate and timely access to the place of performance to allow Contractor's personnel, staff, and authorized representatives sufficient time and ability to perform its obligations under this Agreement;
- b. Provide security for the safety of Contractor's equipment and personnel;
- c. Provide adequate power for Contractor's equipment;
- d. Pay for any additional costs incurred by Contractor necessary to fulfill Contractor's duties and obligations under this Agreement;
- e. Provide for any and all necessary additional services and/or conditions not specifically required of Contractor as outlined under this Agreement as necessary to allow Contractor to perform its obligations pursuant to this Agreement; and
- f. Any and all other duties as outlined herein or in Addendum.

2. Labor: The hourly rates are predicated on a ten (10) hour workday, inclusive of a 60-minute lunch break when meals are not provided, or a 30-minute lunch break when meals are provided, along with two 15-minute breaks. In the absence of provided meals or meal breaks, the cost of meals may be retroactively invoiced to Client. Events extending the designated ten (10) hours are subject to a 1.5x multiplier on the hourly rates stipulated in this agreement. Normal labor hours, excluding holidays, are defined as 6:00 am CT to 11:59 pm CT. Any labor performed before and after these standard hours will be billed at a rate of 1.5 times the hourly rate outlined in this contract. Additionally, all services rendered on holidays will be invoiced at a rate of 2x the hourly rate. If union labor is required, Client is responsible for booking, abiding by rules, overage charges, and financial responsibility of all union labor. Contractor can guide the client to the best of their ability per local rules, but will not be responsible for any of the above. All Contractor provided labor will abide by local union labor rules while on the event site.

3. Deposit Requirements and Payment Schedule: Client shall pay to Contractor a deposit in the amount of 50% of the Contract Price if the total services as outlined above exceeds \$1,000.00 U.S. Dollars or should Contractor, in its sole discretion deem it necessary. Said deposit shall be paid by Client to Contractor at the time the event is booked. This initial deposit is nonrefundable in consideration of Contractor's efforts, time and prospective lost profits for scheduling an event and refusing to take other events. The full balance of the Contract Price outlined in this Agreement shall be due upon the completion of the event or service as supplied by Contractor. If at any time Client fails to abide by these Payment Terms, the services of Contractor will not be considered "booked" until such time as the required deposit is received. In the event the deposit is declined by the appropriate banking institution, either a declined credit card or returned check, the amount of the contracted total will be required to retain the services of Contractor. Should the required deposit(s) not be received by Contractor in the required time frame and Contractor is approached by another client who wishes to contract their services on the same dates, you will be given the opportunity to retain the services of Contractor within reason.

4. Method of Payment: Payments may be made in the form of Cash, Company Check, Cashiers Check / Money Order, Zelle, ACH, Wire Transfer, or Credit Card. Contractor does not accept personal checks. A \$100.00 U.S. Dollar non sufficient fund fee will be assessed for each dishonored check or other financial payment. If using a credit card for payment a 3% processing fee will be added onto the grand total of the invoice.

5. Cancellation Policy: Should it become necessary to cancel the full production agreement between the renter/contract holder and Contractor, written notification must be received by Contractor at least (5) business days prior to the date of the event. Notification shall be sent to Project Manager outlined in this agreement. Should this Agreement be canceled or terminated at any point after the mutual execution of this Agreement and terminated with at least five (5) business days' notice prior to the date of the event, then Client shall bear a 50% Cancellation Fee. However, if the cancellation notice is not received by Contractor prior to five (5) business days of the date of the event, Client shall be assessed the full fee. These cancellation fees will be due upon receipt of the written cancellation notice and will be subject to the terms as explained in the Open Accounts portion of this policy statement.

6. Open Accounts: Payment terms are Net thirty (30) days (i.e., Client shall have thirty (30) days to pay the invoiced amount from the date of the invoice). All amounts past due under this Agreement will incur a finance charge of 1.5% per month of the total unpaid balance. A past due amount is anything not paid within the thirty (30) days of the date of the invoice from Contractor. Finance charges will continue to accrue at the same rate on any unpaid balance until the entire bill is paid in full, unless a subsequent agreement with respect to such charges is made and reduced to writing. Should it become necessary to seek collection of any past due amount, Client agrees to pay Company's reasonable costs of collection, including but not limited to attorneys' fees. Any judgment obtained shall bear an annual interest rate of 18% retroactive. All open accounts in excess of 90 days will be subject to additional collection activity. All charges accrued for this action will be the responsibility of the renter/contract holder. The interest rate for this activity will be 35% of the unpaid balance. In addition, any legal fees or other fees associated with the collection fee will also become the responsibility of the renter/contract holder.

7. Unsafe Conditions – Contractor's Exclusive Right To Delay or Terminate Without Penalty: In the event that Contractor, or its designated

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representative(s), determine in good faith and in its sole discretion, that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to Contractor personnel and/or equipment, to the performer(s) or to any other person(s) or property, then Contractor or its designated representative(s) shall have the right to delay or refuse render any further Services under this Agreement. The parties explicitly agree that the safety of others is of the utmost importance and as such, Contractor shall be able to refuse or delay services without liability or breach of this Agreement.

8. Security: If this Agreement is for a multi-day event, Client shall be responsible for providing overnight security during the times that Contractor, its employees, and its representatives are not on site. In the event that there is damage or theft to equipment during the time that Contractor, its employees, and its representatives are not on site, Client shall be liable to Contractor for 100% of the repair or replacement cost of the damaged or stolen equipment, whichever is lesser so long as the equipment is in as good working order as originally stored.

9. Power: Unless Contractor is providing a generator in this Agreement, Client will be responsible for providing power. Power needs can vary, but normally Contractor will need a 100 amp 3 Phase power tie in. It is the obligation of Client to contact Project Manager to discuss power needs for the event.

10. Indemnification of Contractor by Client: Client agrees to and shall defend, indemnify, and hold Contractor, its directors, officers, employees, and agents, harmless to the fullest extent permitted by the law from and against any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including advancement of reasonable attorney's fees), losses, personal injuries, deaths, and damages resulting from Contractor's good faith performance of Contractor's duties and obligations with Client as outlined in this Agreement. These obligations shall survive the termination or completion of Contractor's duties and obligations under this Contract for a period of three (3) years. Should Contractor seek indemnification or defense from Client, Contractor shall promptly notify Client in writing of any claim for indemnification, provided, that failure to give such notice shall not relieve Client of any liability hereunder except to the extent Client has suffered actual material prejudice by such failure. Contractor shall tender sole defense and control of such claim to Client. Contractor shall, if requested by Client, give reasonable assistance to Client in defense of any claim. Client shall reimburse Contractor for any reasonable legal expenses directly incurred from providing such assistance as such expenses are incurred or reasonably necessary to enforce this indemnification and defense provision.

11. Insurance: Client is solely responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than Contractor, Contractor's agents, or Contractor's employees. Client shall maintain during this life of this Agreement sufficient Casualty and General Liability Insurance coverage for any loss, damage, injury or expense caused to Contractor's equipment or personnel for which Client is responsible under the terms of this Agreement.

12. Inclement Weather: In case of inclement weather for an event, Client will be responsible for the fees involved with moving the event indoors. Contractor will require twenty-four (24) hours' notice from time of load in. If notice is given later than twenty-four (24) hours before the event date, there will be an additional charge added to the final invoice. In the event of a weather-related cancellation or reschedule Cancellation Policy shall apply.

13. Pandemic Clause: Cancellations due to Covid 19 or pandemic related causes within one (1) month of the Event Date result in a forfeiture of the deposit. However, if cancellation of the event is due to an executive order issued by a governmental body mandating an event be shut down due to pandemic related causes, then there will be no cancellation fee assessed to Client so long as the event date outlined in this Agreement is reschedule to a later date or to the event the following year, whichever date is sooner. If this Agreement is not renewed for the reschedule date or the following year then Client forfeits the deposit paid to Contractor.

14. Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from unforeseeable causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Nothing in this provision is written to excuse a Client's financial obligations as required under this Agreement or limit Contractor's ability to retain any deposit or other money damages as a result of the unforeseeable causes.

15. Authority to Execute and Perform: Each Party represents and warrants that (a) all actions necessary to make the provisions of this Agreement binding on such Party have been properly taken with respect to such Party, (b) the person(s) signing this Agreement for or on behalf of such Party is duly authorized to so execute this Agreement on behalf of such Party, and (c) this Agreement, when executed and delivered by such Party, will be the legal and binding obligation of such Party.

16. Agreement Understood: Each of the Parties acknowledges, represents, and warrants that, in executing this Agreement:

- they have read this Agreement;
- they have had a reasonable opportunity to consider this Agreement;
- they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their counsel;
- no statements or representations (express or implied) other than those set forth and acknowledged in this Agreement were made by any other Party

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or its agents, employees, officers, directors, managers, members, or legal representatives that influenced or induced the election to execute this Agreement;

e. they did not rely on the expectation that any other Party had a duty to speak on any subject, and thereby relied on any omission made by any other Party to enter into this Agreement; and

f. they understand the terms and conditions of the Agreement and freely, voluntarily, and knowingly enter into this Agreement.

17. Warranty of Non-Assignment: Each Party represents and warrants that he or she has not assigned or transferred, or purported to assign or transfer, to any third-party any claims, debts, liabilities, demands, rights, obligations, damages, losses, causes of action, costs, expenses, and attorneys' fees that are the subject of this Agreement.

18. Attorneys' Fees and Costs: Each of the Parties shall be responsible for his, her, or their attorneys' fees and costs with respect to the possession action that is the subject of this Agreement. If, however, any legal action is brought for the enforcement of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party or Parties, all costs and reasonable attorneys' fees and such other relief as he, she, or they may be entitled.

19. Interpretation, Construction: Should any provision of this Agreement require interpretation or construction, the Parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be strictly construed against the Party which, itself or through its agents, prepared such Agreement; it being agreed that the Parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions of this Agreement.

20. Choice of Law: This Agreement shall be construed pursuant to Illinois law without reference to its conflict of laws principles, and any lawsuit required to enforce its provisions shall be brought in the applicable court for Illinois.

21. Entire Agreement: This Agreement constitutes the entire agreement among the parties hereto and replaces and supersedes any prior agreements or understandings, whether oral or written, concerning the terms of this Agreement.

22. Headings and Formatting: The descriptive headings and paragraph numbers, and capitalized words used as defined terms, in this Agreement are for convenience or reference only and shall not by themselves control or affect the meaning or construction of any provision of this Agreement. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neutral gender. Unless specified to the contrary, references to paragraphs or sections are to the paragraphs and sections of this Agreement.

23. Severability: All terms and conditions set forth herein shall be deemed severable. In the event a court of competent jurisdiction deems any term or condition hereof unenforceable, all remaining terms and conditions of this Agreement shall remain in full force and effect.

24. Counterparts and Signatures: This Agreement may be executed in one or more counterparts, each of which shall constitute a separate original agreement and all of which, taken together, shall constitute one agreement, binding all signatories hereto, notwithstanding the fact that not all signatories have signed the same counterpart. The exchange of copies of this Agreement and of signature pages by PDF or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures transmitted by PDF or facsimile shall be deemed to be their original signatures for all purposes.

25. Band Riders: The above quote has been completed without seeing band riders. Once band riders are sent and the initial advance process with the band starts then any possible additions to this quote will be discuss with the client.

The undersigned hereby execute this Agreement, signifying their acceptance of the terms stated in this Agreement.

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Event Totals

Quote Total \$33,700.00

Please note our new remittance address

If receipt of a signed copy of this quote is not verified by 3/25/2024 5:00 PM price and availability is no longer valid. For an updated quote after this date please contact your Project Manager for new price and availability.

Signing this document entitles Vantage Production Group to provide services and receive compensation as listed above. Please initial all pages of this document.

Authorized Purchaser Signature: _____ Date: _____

Printed Name _____

P.O. Number (if applicable)

Initial: _____