

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2016-0102

Innoprise Contract #: C16-0039

Year: 2016

Amount: \$5,000.00

Department: Recreation

Contract Type: Vendor Agreement

Contractors Name: American English

Contract Description: 2016 Taste of Orland Performance

March 23, 2016

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

RE: *NOTICE TO PROCEED*
Taste of Orland 2016

Dear Eric:

For your records, I have enclosed one (1) original executed Performance Contract for The Taste of Orland 2016, in an amount not to exceed Five Thousand and No/100 (\$5,000.00) Dollars.

The Village will be processing the deposit and issuing it to you soon.

If you have any questions, please call me at 708-403-6173 or Ray Piattoni at (708) 403-6283.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Ray Piattoni

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

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Date: January 19th 2016



PERFORMANCE CONTRACT

This agreement is entered into between "American English" hereinafter referred to jointly and severally as the "Artist" and hereinafter to the client as the "Purchaser" for the personal services of the "Artist" for the engagement described below. "Taste of Orland Park" Doreen Biela (708) 403-6266 dbiela@orlandpark.org

1. Name and address of venue for Performance: ^{Taste} "Taste of Orland Park" 147th & ^{Ravinia Avenue} ~~Rivinia Drive~~,
Orland Park, IL. 60462
2. Date of Performance: Sunday August 7th 2016
3. Performance time: 7PM till 9 PM
4. Type of Engagement: Concert open to the Public
5. Show Detail: 120 Minutes Non-Stop W/ Costumes
6. Contract price: \$5,000.00 Five Thousand Dollars ^{Guarantee} Flat Guarantee. Rain, Shine, or any Inclement Weather. All attachmants are a binding part of this agreement except where noted.
 - (a. A 50% Deposit is required upon signing and balance due immediately after performance.
Signed Contract returned upon receipt of documents.
 - (b. All checks must be made payable to "American English" Money Orders are not acceptable.
 - (c. Deposit _____ Ch.# _____ Date _____
 - (d. Send Payment to: **American English**
4148 West 82nd Street
Chicago, IL. 60652
 - (e. Other Payment Structure if needed is to be made and agreed to by the ARTIST:
7. Sound System with qualified operator to be supplied by: **Contact info below-name, email, cell**
X Sound Works Productions - Daniel Mickleski, daniel@soundworkspm.com
8. Light System with qualified operator to be supplied by: **Contact info below-name, email, cell**
X Sound Works Productions 815-469-0000 x102
9. Stage supplied by venue or client.

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10.) **NON-CANCELLATION:** It is understood and agreed by and between the parties that this Agreement is binding and fully enforceable. If this Agreement is cancelled, for ANY reason (including inclement weather or any act of God) or by the Purchaser, the Purchaser's deposit 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 cancelled 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, the Artist will refund the Purchaser's deposit, if any.

N/A
3/10/16
11.) **Non-Disclosure:** When signing this agreement you are agreeing to a non-disclosure of your pricing with Artist by law. Should Artist be forced to perform for less money because this clause was broken by the signatory, the Purchaser will be responsible for making up the difference in pricing between the two agreements in question. This is for the benefit of all concerned.

12.) **Promotions for Event:** Artist will promote event on website & Facebook the Purchaser is responsible for all other promotion. The Purchaser shall only use current photos & promo of the Artist. This is made available through the Artist website americanenglish.com nothing prior to 2015 can or should be used. Access to high resolution photos can be obtained by going to americanenglish.com enter site go to photos go to the password protected area. Type in: USERNAME: client PASSWORD: photos you may now have your choice of photos

13.) **Returned Funds:** The parties agree and understand that any funds or negotiables, that are received by the Artist other than cash or other forms of certified funds, that are returned to the Artist for any reason, including, but not limited to: insufficient funds, or stop payment, shall result in the Purchaser and their respective signatories are responsible and obligated for any and all costs and fees including attorney's fees, associated with the collection of these funds. All disputes are to be decided by the "Court's of Cook County" in Chicago, IL.

14.) Under no circumstances is an opening act or DJ to perform or play "Beatle" / Post Beatle songs without the consent of Band Leader Eric (aka Michaels) Suszynski. Cancellation for Inclement Weather is subject to approval by Band Leader & Production Manager Zachary Mishur

15. **All technical Questions shall be made to PRODUCTION MANAGER FOR ARTIST / AMERICAN ENGLISH TO: ZACHARY MISHUR, (708) 259-0210 zg6763@yahoo.com**

Any attachments, riders, or addenda are binding and hereby incorporated as part of this agreement.

Paul G. Grimes

X _____
Village Manager

By: _____

Print Purchaser's Name

For Artist "American English"

X _____
Signature

American English Contract Rider / Page 3 of Contract

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 always be as **flexible** as possible, depending on the nature of the event. Any alterations must be approved by both Eric (Michaels) Suszynski (773) 582-9102 & **Stage Manager Zachary Mishur (708) 259-0210**
zgm6763@yahoo.com

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, on the spot.

B. Parking, Hotel, and Transportation: - not applicable

1. ~~IF hotel accommodations are necessary 6 to 8 rooms may be necessary and be provided at no cost to Artist. Artist will notify purchaser the number of single rooms needed, if any.~~
2. ~~Parking accommodations for one Full Size 16' Truck, 1 Van, and 5 cars is necessary. ALL EXPENSES FOR PARKING TO BE PAID FOR BY PURCHASER.~~
3. **WHEN AMERICAN ENGLISH IS TRAVELING BY AIR**, transportation to and from airport, hotel, and performance venue, must be provided for Artist. At no time will American English be responsible for transportation between any necessary points of travel, or for the cost of luggage as they only carry performance related items. (Guitars, Costumes, Electronics, etc.)

C. Dressing Room & Hospitality:

1. ~~Purchaser will provide at least one large and adequately lit dressing room with one floor length mirror, and 5 comfortable chairs within 50 feet of stage. **If a performing Arts Center for any out of town performance, a professional clothing steamer (a working one) must be provided for the Costumes of the Artist.**~~
2. Purchaser will provide one **PRIVATE LAVATORY** exclusively for the use of the band **also exclusive to Artist is a back stage Pot-A-Potty for Festivals or any outdoor events. This is Mandatory!** A PRIVATE quick-change area with a full-length mirror and adequate lighting within 20 to 50 feet of the stage must be provided when the Talent is required to accommodate a quick change set.
3. The items listed shall be made available for consumption by the Artist & Crew at the time of American English's arrival. Where applicable food & beverages are to be adequately refrigerated.
Two Cases of 12 oz. bottles of spring water *water & soda provided*
One case of diet Coke or Pepsi / One 1/2 case of Regular Coke a Cola or Pepsi
~~A Deli assortment with various Meats, Cheeses, Fruits, Vegetables, Breads, and Condiments and the necessary cutlery and plate ware to accommodate 8 people for the duration of the day. At the end of event 8 hot meals are to be provided for the Artist & Crew. In a Festival situation a variety festival Foods to be delivered to the dressing room.~~ *N/A*

D. MERCHANDISING (N/A if it is a Private or Fund Raising Event)

1. American English personnel shall be permitted to sell merchandise at scheduled event. 100% to be retained by said personnel.
2. Merchandise will require two 6 ft. tables and 4 chairs are to be set up in designated sales spot.
3. Merchandise will be sold one hour prior to, during, and after the performance.

E. PAYMENTS: FINAL PAYMENT TO BE MADE AFTER PERFORMANCE IS COMPLETE