

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2024-0161

Contract #: 20240142

Start date: 8/3/2024

End date: 8/3/2024

Amount: \$ 30,000.00

Contingency Amount:

Department: Parks & Recreation

Total Contract Amount:

Contract Type: Entertainment

Contractors Name: TSE Entertainment / Sister Hazel

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐

Self-Certifying ☐

Did not disclose ☒

Contract Description: Centennial Park West Event on 8/3/2024.



- Artist or Artist's furnishing company (hereinafter "Producer")
- Company authorized by Purchaser to act on their behalf (hereinafter "Agent")
- Person or company authorizing Agent and engaging Producer (hereinafter "Purchaser")

This **Booking Agreement** (the "Agreement") is made on January 23, 2024, by and between TSE Entertainment, 13809 Research Blvd, Suite 500, Austin, TX, 78750, United States (hereinafter "Agent"), and Village of Orland Park, 14600 Ravinia Ave, Orland Park, IL, 60462 (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the PURCHASER has authorized the AGENT to act on their behalf to engage the Producer to provide the entertainment generally described as the "Performance" listed herein. The Producer hereby agrees to provide the PURCHASER with the "Performance" subject to all of the terms and Conditions herein set.

1. Deal Terms and Payment Schedule

The PURCHASER hereby agrees to pay AGENT ~~Flat Guarantee of \$30,000.00~~ ^{\$17,500.00} for the Performance(s). ~~AGENT~~ ^{The PURCHASER} will then pay Producer for the Performance as described herein. ~~Deposit Payment~~ ^{\$12,500.00} for the Performance is to be paid by Check, Cashier's Check, Money Order, ACH or Wire Transfer (plus \$15 wire fee) payable to ~~TSE Entertainment, LLC~~ ^{Wandering Hazel Touring, Inc.}. ~~Final Payment~~ for the Performance is to be paid by Cash, City Check, or Cashier's Check ~~prior to show~~ ^{after the performance but may be paid earlier, to} payable to ~~Wandering Hazel Touring, Inc.~~ Payment of performance fee cannot be made until a copy of the Producer's federal identification number (FEIN) is provided to Purchaser.

TSE IS NOT RESPONSIBLE FOR ANY ELECTRONIC PAYMENT FEES.

Payment Mailing Information:	Bank Wire Information: (PLUS \$15 WIRE FEE)
TSE Entertainment, LLC	TSE Entertainment, LLC
Attention: Glenda Black	Bank Address: Frost Bank, 2710 La Frontera Blvd, Round Rock, TX 78681
13809 Research Boulevard, Suite 500	Domestic ABA Routing #: 114000093
Austin, TX 78750	Account #: 592478013

Deposit	due 2/6/24 ^{3/15/24} to TSE Entertainment, LLC	\$ 17,500.00
Balance	due on site to Wandering Hazel Touring, Inc.	\$ 12,500.00

2. Events, Performances, and Appearances

Artist/Producer	Sister Hazel
Date	Saturday, August 3, 2024
Venue	Centennial Park West 15609 Park Station Blvd, Orland Park, IL, 60462, United States

Event	Concert Taste of Orland Park	
Performance	Concert (90 minutes) Purchaser agrees that this needs to be reaffirmed with artist and tour manager onsite and that TSE Entertainment is not responsible for timing day of show.	
Schedule	Performance	9:30-11 PM

3. Additional Terms

Purchaser to provide any additional agree-upon rider requirements (see attached artist rider).

Purchaser to provide and pay for high quality Sound and Lights per Artist specifications.

This is an outdoor event. Artist to be paid in full rain or shine.

Purchaser is required to supply a minimum of four (4) loaders for each performance.

~~Any and all supporting acts must be approved in advance by Artist and Artist management.~~

Purchaser must have an emergency plan in place to be shared with Artist road manager during advance and coordinated onsite prior to show.

~~Announce date MUST be approved by artist agency in advance.~~ **PURCHASER announce date is tentatively scheduled on March 31, 2024 or as mutually agreed upon**

4. Ticket Scaling - N/A (no admission fee)

5. Security

The PURCHASER shall guarantee proper security at all times to ensure the safety of the PRODUCER, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the PRODUCER on the premises.

6. Producer Relationship

PRODUCER is to be considered by PURCHASER as the client of TSE Entertainment. Any attempt to negotiate, book engagements, arrange alternate dates, times, or fees, shall be done solely through TSE Entertainment. Should PURCHASER violate this provision, TSE Entertainment may choose to elect any of the following remedies; (1) the full amount of contract shall be immediately due and owing, (2) TSE Entertainment may get an injunction, or (3) take any legal remedies available.

7. Return Engagements

Any return engagement within ONE YEAR & THREE MONTHS from the date of execution of this Agreement are the property of TSE. A fee of 15% of all monies paid to PRODUCER by PURCHASER will be due and owing TSE Entertainment 15 days after completion of any contractual period between PURCHASER and PRODUCER.

8. Recording, Reproduction or Transmission of Performance

PURCHASER shall not ~~itself~~ nor shall it permit others to ~~PROFESSIONALLY~~ **(Village equipment permitted as agreed upon)** record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the PRODUCER. However, PRODUCER and PURCHASER acknowledge that persons carrying personal electronic devices, including but not limited to cell phones are tablets, are difficult to police and the use of such personal electronic devices by audience members shall not constitute a breach of this Agreement.

9. Controlling Authority

PRODUCER shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and PRODUCER shall have the sole right or may see fit to designate and change at any time its performing personnel.

10. Intellectual Property

The Parties acknowledge that the PRODUCER shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of PURCHASER. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the PRODUCER.

11. Merchandising

PRODUCER shall have the exclusive right to sell its souvenir programs, photographs, records and any and all types of its merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, stickers or other merchandise on the premises of the Place of Performance during the Date of the Performance, without any participation in proceeds by PURCHASER, subject however to concessionaire's requirements if any.

12. Right to Likeness

PURCHASER shall be entitled to advertise and promote the appearance of PRODUCER at the Performance solely for the purpose of increasing the attendance at Performance. PURCHASER however, may not use PRODUCER'S name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without PRODUCER'S prior written consent.

13. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform this Agreement, shall retain any amounts paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed Payment under this Agreement provided that PURCHASER is given notice and a reasonable opportunity to cure any alleged breach..

14. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control UNLESS the PRODUCER is onsite ready, willing, and able to perform; in which case, the PRODUCER shall be paid in full.

The performance of the PRODUCER pursuant to the terms of this Agreement is subject to the occurrence of any of the following conditions: death or sickness of the PRODUCER or family members, accidents, riots, strikes, acts of God, pandemic/epidemic, accidents to or mechanical failure of transportation or any other event beyond the PRODUCER control rendering performance of this Agreement impractical.

Purchase price is agreed upon rain or shine if this is an outdoor event. Bad weather such as rain does NOT fall under the force majeure clause. PRODUCER to be paid in full regardless of weather-related issues.

15. Cancellation Clause

THIS CONTRACT CANNOT BE CANCELED BY THE PURCHASER. In the event of such PURCHASER cancellation, contract guarantee is to be paid in full. PRODUCER reserves the right to cancel this engagement by written notification to the PURCHASER no later than 30 days prior to the engagement. In the event of such PRODUCER cancellation, any deposits made will be refunded to the PURCHASER.

16. Union Rights

As to PRODUCER who are a party to this Agreement and who are members of the American Federation of Musicians of the United States and Canada (hereafter "Federation"), the following provisions shall apply:

- a. It is expressly understood by the PURCHASER, AGENT and the PRODUCER, who are parties to this Agreement in any capacity except as may be expressly provided in a specific written agreement, and therefore neither the Federation nor the local union, shall be liable for the performance or breach of any provision thereof.
- b. A representative of the local union or the Federation shall have access to the place of performance covered by this Agreement for the purpose of communication with the PRODUCER performing the engagement and the PURCHASER.

17. Governing Law

This Agreement shall be governed by and subject to the laws of Illinois United States, without giving effect to any choice or conflict of law provision.

18. Assignment/Transfer

Neither PRODUCER nor PURCHASER may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the PRODUCER, PURCHASER and AGENT and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

19. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

20. Entire Agreement

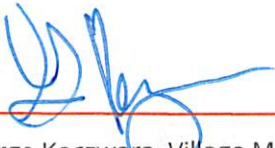
This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.

21. Binding Agreement

THIS AGREEMENT IS NOT TO BE ADVERTISED OR CONSIDERED BINDING UNTIL DEPOSITS REQUIRED ARE RETURNED AND CONTRACT IS SIGNED BY BOTH PARTIES.

ACCEPTED AND AGREED TO:

Village of Orland Park



George Koczwara, Village Manager
c/o Ray Piattoni
Village of Orland Park
14600 Ravinia Ave, Orland Park, IL, 60462
rpiattoni@orlandpark.org
708.403.6283

TSE Entertainment - Listed Agent of Producer Above

Glenda Black 02/21/2024

Glenda Black
TSE Entertainment
13809 Research Blvd, Suite 500, Austin, TX, 78750, United States
glendablack@tseentertainment.com
(512) 762-0603

Sister Hazel

Fly Date Requirements

Backline

As of 9/2016

Drums:

DW kit consisting of the following:

Kick: 22" with new Evans EQ4 Batter Head and Evans EQ3 Front.

Snare: 14"x6 1/2" DW Snare. Evans G1 coated top head, Hazy 300 Bottom.

Toms: 10", 12", 14, 16" . All toms must be stand mounted, nothing To be mounted on the kick. Tom heads to be Evans G2 Coated on top and G1 clear on bottom.

Hardware: 6 boom style cymbal stands, 4 tom stands,

DW 9000 Hi Hat stand,

1 Roc 'n Soc drum throne without a back (please, no hydraulics).

DW 9000 Kick Pedal

Spare Hi Hat stand

Cymbals: Zildjian cymbal pack consisting of:

Hi Hat

Med Ride

15" Crash

17" Crash

10" Splash

All heads must be as noted above and new.

Bass:

SWR Mo Bass or 900 with 1 8x10" cabinet or 2 4x10" cabinets.

Guitar:

2 Vox AC30

2 Fender Twin '65 reissue

Keyboard:

1 Yamaha MOTIF ES 8

1 Nord Electro 3

2 X Style Keyboard stands

1 Piano Bench or Drum Throne

Instruments:

1 Gibson Les Paul

1 Ibanez 5 string bass

1 Takamine Acoustic guitar

7 Guitar Stands

10 25' guitar cables

All Substitutions MUST be approved by Sister Hazel's Production Manager one week prior to show.

Production Manager Contact: Kurt Pfister 407 808 5765, productionkurt@gmail.com

Artist will supply Purchaser with an updated stage plot, input list and list of current technical requirements when show is advanced.

Note-Since technical and hospitality requirements often change at the last minute, please reconfirm all power, personnel, catering and other production-related requirements with Artist's representative at the time show is advanced.

Sister Hazel

Audio Requirements

Sound/Stage

As of 9/2016

FOH:

Console: Midas pro2, Digidesign Venue, Profile, SC48, Midas xl4, Heritage 3000.

Dynamics (If console is analog); 8 ch of gates [Drawmer, BSS]

8 ch of compression [Drawmer, BSS, dbx]

Effects (If console is analog) : 1 stereo tap delay [TC 2290, D-Two]

3 Reverb units [Lexicon PCM, TC, SPX990]

Drive: Stereo 1/3 octave EQ preferred inserted on L/R [KT DN360]

Compressor on L/R output of console to DSP.

Playback; 1/8" connection for Ipod or other playback device.

House PA:

Any professional speaker systems to cover all sold seating in scheduled Venue. Flown when possible. Must be correctly powered, wired and time aligned. [Vdosc, Vertec, Nexo, EAW, Adamson, D&B etc.]

Proprietary systems not acceptable.

Front fills: must have adequate front fills for stage bussed via mono or aux output from FOH and must be able to be equalized.

Monitors:

Console; Midas pro2, Digidesign Venue, Profile, SC48, Midas xl4, Heritage 3000.

IEM; 6 Wireless Stereo IEM units and 1 hardwire IEM unit (Shure PSM 1000 or Sennheiser G3 WITH ANTENNA COMBINER, ¼ wave rubber ducky type transmission antennas are NOT acceptable)

Dynamics (If console is analog); 4 ch of gates [Drawmer, BSS]

4 ch of compression [Drawmer, BSS, dbx]

Effects (If console is analog); 2 Reverb units [Lexicon PCM, TC, SPX990]

Monitor Speakers; 1 drum sub, with EQ, crossover and well powered.

Mics and Stands:

See stage plot and input list.

Lighting:

Typical number of fixtures adequate for stage size, prefer 6-12 movers when available.

Backline:

See Backline Requirements page.

Staging:

Minimum stage size of 24' deep x 32' wide with one 8'x8' and one 4'x8' riser.

Roof:

If the show is to be outdoors a roofing system must be provided in compliance with all local and national safety codes to adequately and safely cover the entire stage and provide protection from sun and rain.

Questions:

Production Manager:

Kurt Pfister
407 808 5765
productionkurt@gmail.com

LOAD-OUT:

Artist will require sandwiches, pizza or the like for Artist's crew load-out. This will be discussed day of show. Please keep in mind that some vegetarian food will be needed. Suggestions for alternatives to pizza and sandwiches will be much appreciated.

Note - since technical and hospitality requirements often change at the last minute, please reconfirm all power, personnel, catering and other production-related requirements with Artist's representative at the time show is advanced.

29. STAGE

Purchaser agrees to provide a secure stage of minimum dimensions of forty (40) feet wide, thirty (30) feet deep and (4) feet high, with a minimum of 15 feet of headroom clearance from the lowest lighting instrument. There should be separate wings for the sound system. Stage should be secure, stable and able to support Artist's equipment and personnel without any movement, rocking or swaying. Risers are unacceptable.

Purchaser agrees to provide 2 risers. 1 8'x8' @ 2' high and 1 4'x8' at 2' high

Purchaser agrees to provide a covered 10 feet wide by 10 feet deep area on both sides of the stage for monitor desk and guitar tech work area. Purchaser also agrees to provide ample tarps to cover all equipment in the event of rain.

Purchaser shall provide a stage that is 100% clear of other productions' props, lights, sets, or musical equipment, including drums, pianos, etc ... The stage must be ready for load-in upon arrival; clear of any obstructions, and swept clean. Risers should be in place, and lighting trusses should be gelled and flown to trim height. If needed, Purchaser agrees to supply rigging requirements as advanced by Artist's Production Manager.

All outdoor stages **MUST** be covered with a professional roofing system that is properly tied down and secured.

30. POWER REQUIREMENTS

Purchaser agrees to provide at his sale cost and expense, electrical power sufficient to operate Artist's production, with the following minimum requirements:

- A. Independent service for lights and sound within twenty-five (25) feet of the stage.
- B. Lights require a service of three (3) phase 400 amps per leg.
- C. Sound requires a separate service of three (3) phase 200 amps per leg.

31. SOUND AND LIGHTING CONTROL AREAS

Purchaser agrees to hold a minimum of three (3) rows x fourteen (14) seats at a point central to the **as space allows and is mutually agreed upon** house, or an area 32' wide x 8' deep, whichever is greater, for Artist's sound and lighting control area. This area shall be under no balconies, against no walls, and not restricted at the rear sides of the auditorium, and will be at a distance from the stage determined by Artist's Tour or production Manager. If it is on a flat floor, Purchaser shall provide risers for both sound and lighting control are at least one foot high. On all outdoor shows, this area **MUST** be covered.

32. SOUND AND BACKLINE

F. DRESSING ROOMS (set up upon load-in):

Drinks

3 cases Non-carbonated drinking water (Dasani, Aquafina etc.)
1 Lb Starbucks Breakfast Blend Ground Coffee
4 cans regular Red Bull
8 cans of sugar free redbull
12 cans Coke
12 cans Fresca
12 cans Sprite
¼ Gallon Orange Juice
3 32 oz bottles Gatorade (Red, Orange, Original)
6 Small Bottles Diet Cranberry Juice
4 cans Monster Energy Absolute Zero (If available)
4 Pack of protein shakes, EAS or similar brand (if available)

Alcohol

1 Bottle good red wine (Merlot, Cabernet)
1 Bottle Chardonnay Wine
12 Bottles Coors Light
12 Bottles Yingling
12 Bottles Corona Extra w/ 1 lime
1 Liters Vodka (Grey Goose, Kettel One, Skye)

Produce

2 Tomatoes
1 Head of Leaf Lettuce
1 Bag Baby Carrots
4 Fuji Apples
1 Bunch Grapes
1 Bunch Bananas
4 Plums

Bread

1 Loaf Wheat Bread
1 Package Pita Bread

Deli

1 Lb Deli Sliced Roast Beef (Boars Head)
1 Lb Deli Sliced Chicken (Boars Head)
1 Small Container Hummus (Sabra)

Dairy

½ Gallon 2% Milk
4 Cups various fruit flavor Greek Yogurt (Chobani, Oikos)
1 Block Sharp Cheddar Cheese
1 pkg Kraft American Cheese Slices
1 small container Carnation Hazelnut liquid creamer

Chips

1 Variety Pak of chips (including Cheetos)

Cereal

1 Box Cheerios

Misc.

10 Bath Towels and Soap (If showers)
7 Hand Towels (for stage)
1 Box Kind bars - any flavor
2 Roll Paper Towels
1 box plastic knives, forks, and spoons
1 pkg 16 oz Solo Cups
2 20lb bags of ice
1 Squeeze Bottle Mayo
1 Squeeze Bottle Mustard

27. DRESSING ROOM

The Purchaser agrees to supply clean comfortable, heated, air-conditioned, well-lit, lockable dressing rooms suitable for fifteen (15) people for the exclusive use of Artist, throughout the day from time of arrival until departure. Artist dressing rooms are to have adequate lighting, running water and mirror. Dressing rooms should be furnished with a couch, loveseat and coffee table. Dressing rooms are to be set up at load-in. These should contain washing and toilet facilities, including toilet paper, soap, and hand towels. If a shower is available it should be set up with soap and large bath towels. If possible the room should contain a phone. Artist's dressing rooms and all surrounding areas shall be lockable, with key(s) given to Artist's tour manager, as previously discussed.

28. HOSPITALITY

Purchase will provide, at his sole cost and expense, the following, and agrees that these items shall be available by the times indicated below:

a. THROUGHOUT THE DAY (available when needed and replenished often):

Fresh-brewed, hot coffee

Assorted black & herbal tea bags and hot water

Honey, lemon, non-diary liquid creamer, half-and-half, sugar, & Sweet & Low

Assorted juices and sodas

Bottled non-carbonated spring water (Dasani, Aquafina, etc.)

b. BREAKFAST: Breakfast requirements per advance, based on actual needs.

c. LUNCH: lunch for up to twelve (12) people available at load-in (can order from menus upon arrival), or, if catering cannot be provided and if arranged in advance with Artist's tour manager, a buy-out of fifteen dollars (\$15.00) per person.

d. DINNER (set up after sound check or at time designated by Artist's tour manager):

Healthy, hot dinners for up to Fifteen (15) people (no fast food, no pizza, no bar food), including vegetarian meals; or, if catering cannot be provided and if arranged in advance with Artist's tour manager, a buy-out of twenty dollars (\$20.00) per person. The meal should include bread, salad, vegetable, potato/rice or other starch side dish, entree, dessert and beverages. Please discuss specific menu choices in advance with Artist's Tour Manager.

Please remember that due to rigorous traveling demands this may well be the only "decent" meal of the day for most people. Please help us to eat well.

e. GENERAL CATERING REQUIREMENTS:

Please note that fresh-brewed, hot, quality coffee is of the utmost importance to Artist. Also please know that as Artist's personnel changes so do catering needs. Please provide any additional food and beverages requested by Artist's Tour Manager.

Artist requests that Purchaser also provide a reasonable amount of hospitality for any support act(s), because opening bands need to eat and drink too.

Artist also requests that any local crew be provided proper meals throughout the day.

Lastly, Sister Hazel is eco-minded and requests that if at all possible, separate recycling bins for glass, aluminum and paper should be provided.

23. PARKING

Purchaser agrees to provide and pay for parking for all of Artist's transportation vehicles, including, but not limited to ...

- A. Secured parking for one (1) 45-foot tour bus, with a twenty foot trailer.
- B. Secured parking for one (1) 45-foot production truck.
- C. One (1) 220-volt 150 amp isolated breaker box to run shore power to the bus. The box must be within 100 feet of the bus.
- D. A licensed and qualified electrician to connect & disconnect the shore power.

All parking must be completely secured and observed by security personnel at all times and must be within immediate secured walking distance to the backstage/artist entrance. If shore power is unavailable, busses must be able to run their generator at all times.

24. STAFF

Purchaser shall provide, at no extra cost to Artist or Producer, the following personnel:

A. When necessary, two (2) qualified, experienced and insured climbing riggers and two (2) qualified, experienced and insured ground riggers to supervise and conduct all fly and ground rigging for the sound and lights. These riggers should be familiar with the venue and available from the beginning of load-in until all rigging is completed and again at breakdown and load-out. **as mutually agreed upon**

B. A minimum of four (4) experienced and able-bodied truck loaders at load-in and load-out. These loaders must be strong, sober, properly attired, punctual, and must be available at the agreed upon times. If loaders are late or absent for the load-in or load-out, a \$100 fine per person may be enforced at tour managers discretion. **as mutually agreed upon**

C. A minimum of six (6) stagehands to assist in load-in and set up of all production at load-in and to assist in packing and reloading of all equipment at load-out. These stagehands must be strong, sober, properly attired, punctual, and must be available at the agreed upon times. Two (2) to four (4) of these stagehands must be available from one half hour before show time until the completion of the performance. **as mutually agreed upon**

D. One (1) runner, with access to a van, to run errands, transport Artist's personnel or perform other tasks at the direction of the Artist's tour manager. This person should be at least 21 years of age, able to speak English and have a good working knowledge of the local area. The runner must not be assigned to any other jobs such as stagehand, security guard, etc. and he or she must be available from the start of load-in until load-out is completed. **as mutually agreed upon**
If, due to the specific requirements of the venue, the number of crew needs to be reduced or increased, Purchaser and Artist should mutually agree this upon in advance.

25. HOUSE ELECTRICIAN

Purchaser shall provide, at his sole expense, a qualified and insured house electrician to tie in all feeder connections to be available from load-in through the entire performance (this electrician must be full familiar with the venue and must remain on site all day).

26. PRODUCTION OFFICE AND TELEPHONE

Purchaser shall provide for the sole use of the Artist's Tour and Production Managers a room to set up a production office, with a table or desk and seating for at least four (4) persons, electrical outlets, a phone with unrestricted local calling and high speed internet connections. Please supply the number of this phone line upon request.

Also, since Artist may not be traveling with a copy machine, an available copy machine on premises is appreciated.

In the event the place of performance is outside the continental limits of the United States, Purchaser agrees to procure, at his sole expense, for Artist and party, the necessary visas, work permits and other documents or any nature whatsoever necessary or usually obtained to enable Artist to render its services hereunder. Also, Purchaser shall be responsible for, and indemnify and hold Artist harmless from and against, all local, municipal and country or government taxes, fees or levies on all income earned by Artist, or Artist's employees while in the country or countries covered by this contract.

19. SECURITY

Purchaser shall provide and pay for ample professional security for the engagement hereunder at all times (before, during and after the performance) to ensure the safety of Artist and Artist's equipment, its employees and all their personal property. This includes but is not limited to Artist's vehicles, Artist's dressing rooms, the stage and all surrounding areas, front of house consoles, merchandise vending areas, and all possible means of access to Artist, Artist's equipment and personnel.

Security is to be in place from the time that Artist's employees arrive at the venue, throughout the day, and until all of Artist's employees have left the property. Access to all of the aforementioned areas shall be denied unless approved by Artist's Tour Manager. Artist's dressing rooms and all surrounding areas shall be monitored at all times by security personnel, and if possible all dressing rooms shall be lockable, with keys) given to Artist's Tour Manager. **as mutually agreed upon**

Placement of security shall be at the sole discretion of Artist's Tour Manager, and Purchaser shall have additional security personnel on call in case Artist's Tour Manager deems necessary to add more staff. **as mutually agreed upon** Security personnel should be sober, able-bodied and courteous and must not be assigned to other jobs in addition to their security duties. Accordingly, except as provided herein, Purchaser assumes full liability for any loss, damage or injury to persons and property at the engagement hereunder, including but not limited to Artist, Artist's agents, employees, subcontractors and guests.

20. PURCHASER'S REPRESENTATIVE

Purchaser, or a representative of the purchaser with full decision making powers, must be in the venue and accessible from load-in until two (2) hours after the performance ends.

21. CONTROL OF PRODUCTION

Artist has exclusive control over the production, presentation, and performance of the engagement, including all details, means and methods of the performance. It is understood that a representative of Artist shall have sole and absolute authority in directing the placement of all personnel and operation of all sound and lighting equipment during sound check and performance.

22. MERCHANDISING

Purchaser agrees to provide, at his sole cost and expense, a clean, well-lit, secure place to erect a merchandising stall, no smaller than 10 feet wide by 10 feet deep. Purchaser shall also provide two (2) six foot tables for merchandise area. This should be in such a position as to be easily visible to the public using the main entrance. Purchaser shall provide an adequate and workable display area behind the stall for Artist's merchandise representative to hang or affix merchandise. There should be power available at the merchandise stall. A tent or some sort of roof or covering shall be provided on ALL outdoor events.

Purchaser agrees that this arrangement for presenting the engagement provided for herein shall prohibit the sale of souvenirs or similar merchandise on the premises in connection with this engagement other than Artist's official merchandise furnished by the Artist or their representative. In addition, Artist will receive 100% of all proceeds generated by Artist's merchandising.

or cause to be reproduced the Artist's performance (or any part thereof) in the form of films, tapes, or any other means of audio or video reproductions, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and another means of reproduction thereof) to Artist at Purchaser's sole cost and expense, and Artist shall retain all other legal or equitable remedies available.

Purchaser agrees that there will be no signs, placards, banners or commercial advertising material on or near the stage during the performance(s), nor shall Artist's appearance be sponsored by or in any other way tied in with any commercial product, service or company without written consent from Artist or Artist's management, and that that sponsors name(s) will not be used as a presenter of this performance (e.g. "Miller Lite Concert Series Presents SISTER HAZEL"). Purchaser further agrees that Artist's name will not be used in association, directly or indirectly, with any product or service without Artist's prior written consent. Purchaser is enjoined from selling or distributing any merchandise bearing the name, voice or likeness of Artist, any phonograph recording or any other souvenir material at the performance(s) hereunder without Artist's written consent.

14. PERFORMING RIGHTS ORGANIZATIONS

~~Purchaser agrees to provide and pay for all performing rights licenses applicable to the engagement hereunder, including ASCAP, BMI or as required by any other performing rights society.~~

15. TAXES

Purchaser shall pay and hold Artist and Producer harmless of and from any and all taxes, fees, dues and the like relating to engagement hereunder and the sums payable to Artist shall be free of such taxes, fees, dues and the like.

16. APPROVAL OF OTHER PERFORMANCES

Artist reserves the right to approve any other acts to appear in conjunction with this performance and the right to determine the length and nature of their performance(s). A violation of this clause shall entitle the Artist to refuse to furnish the performers described herein, but Purchaser shall remain obligated to make payments herein set forth. **Purchaser agrees that there will be no Master of Ceremonies, no contest winners brought onstage, no welcoming speeches, no announcements, introductions or closing remarks (radio station sponsored or other), and no ceremonies at any intermission EXCEPT as approved by Artist's Tour Manager.**

17. INCIDENTAL MUSIC

Artist will provide a compact disc or iPod of incidental music to be played in the house for no less than forty-five (45) minutes before Artist's performance, as well as up to fifteen (15) minutes after.

18. TRAVEL

Ground Transportation: When Ground Transportation is involved, Artist will require at least a 15 passenger van and separate cargo van. 15 passenger is to be available from the time the artist arrives in town until artist leaves Town. Cargo van should be available upon arrival to transport gear to venue and available after show and the next day to transport gear back to airport. Should (at artist discretion) gear need to remain in cargo van overnight, cargo van must be parked in secured parking area. Specific needs will be addressed in show advance and artist will attempt to make use of vans as economically as possible for purchaser.

~~**Air Travel:** If Purchaser is contracted to provide flights for Artist, Artist shall have the right of approval of airline and Purchaser agrees that said travel would be booked on U.S. Carrier if one is available (i.e. Delta, American, United, in order of preference).~~

9. PURCHASER ASSUMES LIABILITY

Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all cost, expenses, charges, claims, losses liabilities, and damages related to or based upon the presentation or production of the show or shows in which Artist is to appear hereunder.

10. FAILURE TO FULFILL OBLIGATION

Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for Artist's full performance hereunder. In the event Purchaser refuses or neglects to provide any of the items herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this contract, shall retain any amounts theretofore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth. In addition, if, on or before the date of any scheduled concert, Purchaser has failed, neglected, or financial standing or credit of Purchaser has been impaired or is in Artist's opinion unsatisfactory; Artist shall have the right to demand the payment of the guaranteed compensation forthwith, Artist shall have the right to cancel this engagement by notices to Purchaser to that effect, and in such event Artist shall retain any amount theretofore paid to Artist by Purchaser.

11. MODIFICATION OF CONTRACT

It is understood and agreed that the contract may not be changed, modified, or altered, except by an instrument in writing signed in accordance with the law of the State of Florida. This contract may not be assigned, or changed, modified, or altered except by an instrument in writing signed by the parties. Nothing in this agreement shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild or similar body having jurisdiction over service of Artist or over the performances hereunder. Whenever there is any conflict between any provisions of the contract and any law, or any such rule or regulation of any such union, guild or similar body, such eliminated such law or regulation shall prevail, and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and Artist shall not be liable in whole or in part for any obligation that may be incurred by Purchaser in carrying out any of the provisions hereof, or otherwise.

12. INDEMNIFICATION

A. Purchaser agrees to indemnify and hold harmless Artist, Producer and their employees, contractors and/or agents from any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the Engagement.

B. Purchaser shall also indemnify and hold harmless Artist, Producer and their employees, contractors and/or agents from and against any and all loss, damage and/or destruction occurring to its and/or its employees', contractors', or agents' instruments and equipment at the place of the engagement, including, but not limited to, damage, loss or destruction caused by Act of God.

13. COLLATERAL USE

No portion of the performance(s) hereunder may be photographed, recorded, filmed, taped, broadcast or mechanically reproduced in any form for any purpose of reproducing such performance(s) without written consent from Artist or Artist's Management. If any such unauthorized reproduction occurs, Artist shall have the sole right to withhold the performance hereunder without prejudice to their rights hereunder. In addition, in the event that the Purchaser, their agents, servants, employees, contractors, etc., reproduce

4. CHOICE OF LAW/FORUM

This agreement shall be deemed made and entered into in the State of ~~Tennessee~~ ^{Illinois} and shall be governed by all of the laws of such state applicable to agreements wholly to be performed therein.

5. CANCELLATION

Purchaser agrees that Artist may cancel the engagement hereunder, at Artist's sole discretion; by giving Purchaser at least thirty (30) days notice prior to the date of the engagement.

6. FORCE MAJEURE

Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, fire, accident, riot, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause similar or dissimilar, beyond Artist's control.

Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike or any events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

7. INCLEMENT WEATHER

Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe. Purchaser is encouraged to purchase event cancellation insurance.

8. INSURANCE

Purchaser warrants that it shall have sufficient insurance to cover any loss of or damage to Artist's equipment or possessions, and liability insurance to cover any accident with respect to their performance and personnel connected to said engagement. Purchaser agrees to provide comprehensive general liability insurance (including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Artist and/or its employees, contractors and agents). Such equipment and instruments provided by the venue, but in no event shall have a limit of less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times Artist or any of Artist's agent or independent contractors are in place of performance. Each member of SISTER HAZEL must be named as additional insured on said policies, and this shall be indicated on the pertinent certificate of insurance. Purchaser also agrees to provide a policy of Workman's Compensation covering all of Purchaser's employees or third-party contractors. Purchaser further agrees to provide full all-risks insurance coverage for all equipment and instruments provided by Artist and/or its employees, contractors and agents against fire, vandalizing, theft, riot, or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided. Purchaser shall furnish certificates of insurance relating to the coverage listed above to Artist at least fourteen (14) days prior to the Engagement. Artist's failure to request or review such insurance certificates shall not affect Artist's rights or Purchaser's obligations hereunder. Purchaser warrants that he has complete and adequate public liability insurance. This certificate must be produced to Artist upon request.

1. DOOR AND BOX OFFICE PROVISIONS

~~The doors will not open to the public without the consent of the Artist's Tour Manager. Artists shall be provided ample time to sound check without audience present.~~ Festival gates open at 2:30pm; proposed sound check is scheduled on day of show between 12-1pm CST or as mutually agreed upon.

~~**Ticket - N/A (no admission fee)** In cases where the Artist is being paid on percentage basis, Purchaser agrees to deliver to Artist's representative Reliant Talent Agency at least two(2) weeks prior to date of performance, a plot plan and printer's manifest of the house (notarized, signed statement from the printer of the tickets listing amount of tickets printed at each price). Purchaser further agrees to have on hand at the place of performance the night of the show, for counting and verification by representative of Artist all unsold tickets. Artist shall be compensated for the difference between number of unsold tickets on hand and shown to its representative and the number of tickets printed as shown by the ticket manifest. If Purchaser shall violate any of the preceding provisions of the paragraph, it shall be deemed that Purchaser has sold a ticket for each seat in the house (and any permitted standing room) at the highest ticket price for which the house is sealed. Purchaser further agrees to give said representative the right to enter the box office at any time (during and after the performance) and to examine and make extracts from the box office records of Purchaser relating to the gross receipts of this engagement. A written box office statement certified and signed by the Purchaser, will be furnished to Artist within one (1) hour following each performance. Purchaser may not sell tickets to performance herein as part of a subscription or other type of series of other concerts, without written consent of Artist.~~

~~Further, no tickets may be sold for seats located to the rear of the stage where the stage and equipment on stage is obstructing normal eye level viewing of Artist's performance, unless the location of the seat is clearly indicated on the ticket. Tickets sold behind stage must be marked "impaired vision" or "behind stage."~~

~~If Purchaser violates the above agreement, he shall be liable for the total amount of tickets sold at the highest price printed on the ticket. All tickets shall be printed by a bonded ticket house (Example Globe Tickets, Areus Simplex) or, if the performance is at a college or university, the official printing department of the university or college. Purchaser agrees not to discount tickets or to offer tickets as a premium without first obtaining permission in writing from Artist. If Purchaser does sell or distribute discount or complimentary tickets without prior approval, or in excess of the number printed, Purchaser shall be liable for the full ticket price of each such ticket sold or distributed.~~

2. COMPLIMENTARY TICKETS

~~**Ticket - N/A (no admission fee)** Purchaser agrees to distribute no more than one percent (1 %) of the official house seating as complimentary tickets relative to this performance. Further, Purchaser must supply a representative of Artist with a statement detailing to whom each complimentary ticket was given. Each complimentary ticket will be issued only as a fully punched ticket. Purchaser agrees to supply proper radio, television and newspaper personnel with complimentary tickets from the above mentioned allotment.~~

Purchaser agrees that if NO ADMISSION is charged to any part of the audience for engagement hereunder, this condition must be so stated on the face of the attached contract. If, at the engagement, there is evidence that admission was or is being subsequently charged for Artist's performance, Purchaser agrees that Artist must receive 100% of the admission receipts collected.

3. BILLING

Artist shall receive 100% Sole Star Billing in all publicity releases and paid advertisements, including but not limited to programs, fliers, signs, lobby boards and marquees **FOR SCHEDULED DAY OF ENTERTAINMENT**. ~~No other name or photograph shall appear in type with respect to size, thickness, boldness and prominence of the type accorded. Artist and no other name or photograph shall appear on the same line or above the name of Artist.~~

SISTER HAZEL 2024 RIDER

PLEASE READ THIS CONTRACT

RIDER CAREFULLY!

Revised Aug 2023

Purchaser's agreement to all terms of this contract and rider must be confirmed with Artist's Management (or tour manager) by telephone at 706-672-3929 no less than ten working days prior to performance.

This rider is hereby made part of the contract dated 8-3-24 by and between SISTER HAZEL (herein after referred to as "Artist"), and TSE Entertainment/Village of Orland Park (herein after referred to as "Purchaser").

The following rider has been prepared by the management and crew of SISTER HAZEL. The guidelines to be found within this rider are listed to ensure the promoter, artist, and audience the best performance possible. Said rider has been prepared considering your production costs and our requirements. We understand that actual requirements will depend on factors such as venue size, audience, logistics, etc. and will advance the show accordingly. We, in turn, will expect a pleasant, professional show day, free of sorrow or surprises. Should you find any problems in fulfilling the provisions in this rider, please contact management. **If you wish to make any revisions to this rider, they must be confirmed in writing by Heath Baumhor at Reliant Talent Agency.**

Enclosed are two copies of this rider. Please initial sign and return one copy with signed contracts and deposit(s).

SISTER HAZEL CONTACTS

Operations (tour) and Business Management:

Wandering Hazel Touring, Inc
Tim Bogle
12641 NW 11th Pl
Newberry, FL 32669
Ph: 706-672-3929
Fx: 443-646-0734
tboggvl@aol.com

Booking Agency:

Reliant Talent Agency
Heath Baumhor
Ph: 603-475-3967
hbaumhor@relianttalent.com

Press Contact:

Kaylor Girls Promotion
Contact: Mary Ann Kaylor
maryann@kaylorgirls.com

Personal and Band Management: Underscore Works

Jamie Ernst (management and marketing)
Ph: 615-415-5092
jamie@underscore.works

Merchandising:

CAMPUS CUSTOMS
Contact: Joel Cobden
1014 Sherman Avenue
Hamden, CT 06514
Ph: 203-287-28911
Fx: 203-288-9200
joel@campuscustoms.com

Production/Tour Manager / Advance Contact:

Kurt Pfister
Ph: 407-808-5765 cell
productionkurt@gmail.com

34. MISCELLANEOUS

Purchaser warrants that he will provide copies of this rider to all necessary personnel at the venue for this engagement, including, but not limited to, the Hall Manager, Stage Manager, Sound and Lighting personnel, and Caterer. Paragraph headings are inserted in this Rider for convenience only and are not to be used in interpreting this Agreement.

This Engagement in its entirety as described in this Rider and attached Contract may not be transferred in whole or part to any other party or individual. It is the sole responsibility of Purchaser to deliver, perform and complete each detail of this rider and attached contract. Artist is in no way obligated to perform in any manner or act upon any direction or orders given by any party or individual other than that which is contained herein.

The above constitutes the sole, complete and binding agreement between the parties hereto.

AGREED TO AND ACCEPTED



(Purchaser authorized signature

date)

George Koczura, Village Manager

Glenda Black

02/21/2024

(Artist authorized signature

date)

MAYOR
Keith Pekau
VILLAGE CLERK
Patrick R. O'Sullivan

TRUSTEES
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani
Sean Kampas
Brian J. Riordan
Joni J. Radaszewski



RECREATION ADMINISTRATION

14600 S. Ravinia Avenue
Orland Park, IL 60462
708.403.5000
orlandpark.org

SPORTSPLEX

11351 W. 159th Street
Orland Park, IL 60467
708.403.5000
orlandpark.org

Hold Harmless/Indemnity Agreement

To the fullest extent permitted by law, TSE Entertainment, LLC ("vendor") shall defend, indemnify and hold harmless THE VILLAGE OF ORLAND PARK, its related entities, their respective officers, directors, officials, 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

A handwritten signature in blue ink, appearing to read 'Kevin Wachtel'.

Kevin Wachtel
Finance Director

Accepted and Agreed:

By: *Glenda Black*

Vendor: TSE Entertainment, LLC

Date: 01/23/2024



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2024-0161

File ID: 2024-0161

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 02/26/2024

Agenda Entry: 2024 Centennial Park West and Taste of Orland
Park Artists

Final Action: 03/04/2024

Title: 2024 Centennial Park West and Taste of Orland Park Artists

Notes:

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	Recreation and Parks Department	02/26/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	03/04/2024	APPROVED				Pass

Text of Legislative File 2024-0161

..Title

2024 Centennial Park West and Taste of Orland Park Artists

History

The Village has been hosting concerts at Centennial Park West since 2003. In 2019, the Village introduced ticketed concerts bringing in national headliners to perform.

In June 2022, the Village Board approved awarding the construction of the Centennial Park West venue to Reed Construction. When complete, the venue will host a variety of Village events including ticketed concerts, the Taste of Orland Park, Fourth of July and Market at the Park.

Concerts at the new Centennial Park West venue are expected to take place in June, July and August 2024. The Taste of Orland Park will be August 2, 3 and 4, 2024.

Staff are engaged with talent agencies to secure Artists for Centennial Park West ticketed

concerts and the Taste of Orland Park. Staff seek Board approval authorizing the Village Manager to enter into contracts, subject to Village Attorney review, with Artists whose performance and rider fees total more than \$25,000. This would enable staff to make the required deposit, typically fifty percent, and secure Artists within the short window of time available from when an offer is made and accepted by the Artist.

Ticket prices for Centennial Park West concerts are expected to be priced \$10 - \$40 depending upon the Artist. The venue's capacity will allow 4,000 or more attendees.

Financial Impact

\$350,000 is budgeted in 1009220 442450 for Centennial Park West concerts.

\$110,000 is budgeted in 1009230 442450 for Taste of Orland Park Artists.

Recommended Action/Motion

I move to approve entering into contracts, and making deposits with Artists/Artists' agents, whose performance fees and rider costs exceed \$25,000 for the 2024 Centennial Park West Concerts and the 2024 Taste of Orland Park;

AND,

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.