

Clerk's Contract and Agreement Cover Page

Year: 2012

Legistar File ID#: 2012-0103

Multi Year: ☐

Amount \$5,000.00

Contract Type:

Contractor's Form

Contractor's Name:

American English

Contractor's AKA:

Execution Date:

8/5/2012

Termination Date:

Renewal Date:

Department:

Media & Special Events

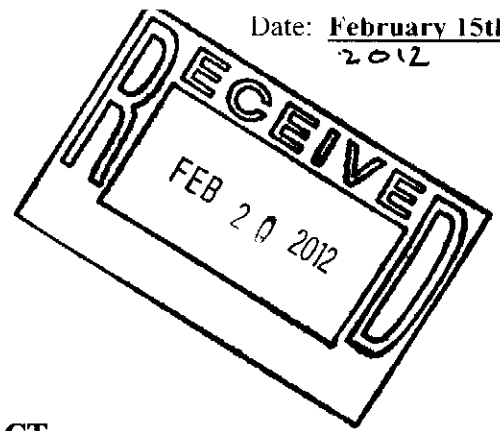
Originating Person:

Patty Vlazny

Contract Description: Taste of Orland Performance - American English

4148 W. 82nd. Street
Chicago, IL. 60652

773-582-9102

**PERFORMANCE CONTRACT**

THIS AGREEMENT is entered into between "American English" (hereinafter referred to jointly and severally as the "Artist") and Eric Suszynski AKA "Michaels" 773-582-9102 as representative for the band } and hereinafter person or persons referred to as the "Purchaser" "Taste of Orland Park" Patty Vlasy (708-403-6145) 14700 South Ravinia Drive, Orland Park, IL. 60462 for the personal services of the Artist for the engagement described below, made this date of February 15th 1012.

1. Name and address of venue for engagement: "Taste of Orland Park" 147th South Ravinia Drive, Orland Park, IL. 60462

2. Date (s) of the Engagement: Sunday August 5th 2012

3. Performance Time (s): 7 Till 9 PM

4. Type of Engagement (i.e., Concert Setting, Public, Private, Corporate, Festival)

5. Show Detail: 120 minute show non-stop 3 costume changes.

Contract Price: \$5,000.00 Five Thousand Dollars Flat Guarantee, Rain, Shine, or any Inclement Weather. All attachments are a binding part of this agreement.

(a. **50% Deposit required and balance due immediately after performance**)

Signed Contract must be returned within 30 days to insure your date.

Deposit _____ Check # _____ Date _____

(b. CHECKS should be made payable to (AMERICAN ENGLISH) Money orders not acceptable

Send Payment to: **American English**
4148 W. 82nd Street
Chicago IL. 60652

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

7. Sound System with qualified operator to be supplied by:

Purchaser's X Artist _____ Not Applicable _____

8. Light System with qualified operator to be supplied by:

Purchaser's X Artist _____ Not Applicable _____

9. Stage is Purchaser's Responsibility



PERFORMANCE CONTRACT

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

~~10.) **NON-DISCLOSURE:** When signing this agreement you are agreeing to a non-disclosure of your pricing with American English by law. Should American English be forced to perform for less money because this clause was broken by the signatories, they are responsible to make up the difference in pricing.~~ 2/21/12

11.) **PROMOTIONS FOR THE EVENT:** The Client will only use current promo of the band. This is available through the band or their website americanenglish.com. Nothing prior to 2012 can or should be used. Password can be obtained from Eric (Michaels) Suszynski

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

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

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

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

Paul Grimes
Print Purchaser's Name

By: Eric M. Suszynski

For American English

(Date)

3/27/12
Signature of Purchaser (Date)

3-28-12

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

American English Contract Rider

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

Zachary Mishur 708-259-0210 zgm6763@yahoo.com or Eric Suszynski

A. Indemnification

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

B. Parking, Hotel, and Transportation

- 1) If hotel accommodations are necessary 6 to 7 non-smoking rooms shall be provided by purchaser. An additional room may be necessary we will notify client.
- 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. Or for the cost of luggage as they only carry show related items. (Guitars, Costumes, etc.) If not, disregard (Travel by air)**

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. **If a Performing Arts Center (or out of town) a professional steamer must be provided for costumes for the band.**
- 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.

popo water only provided popo

At the end of the event 8 hot meals are to be provided for the band and crew.

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 if Private or Corporate Event.)**
- 6) If American English's crew is required to move their equipment up 5 or more stairs, 4 people to assist otherwise 2 is sufficient with the load-in AND load-out must be provided by the client.

D. Merchandising (N/A if it is a Private or Corporate Event)

- 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

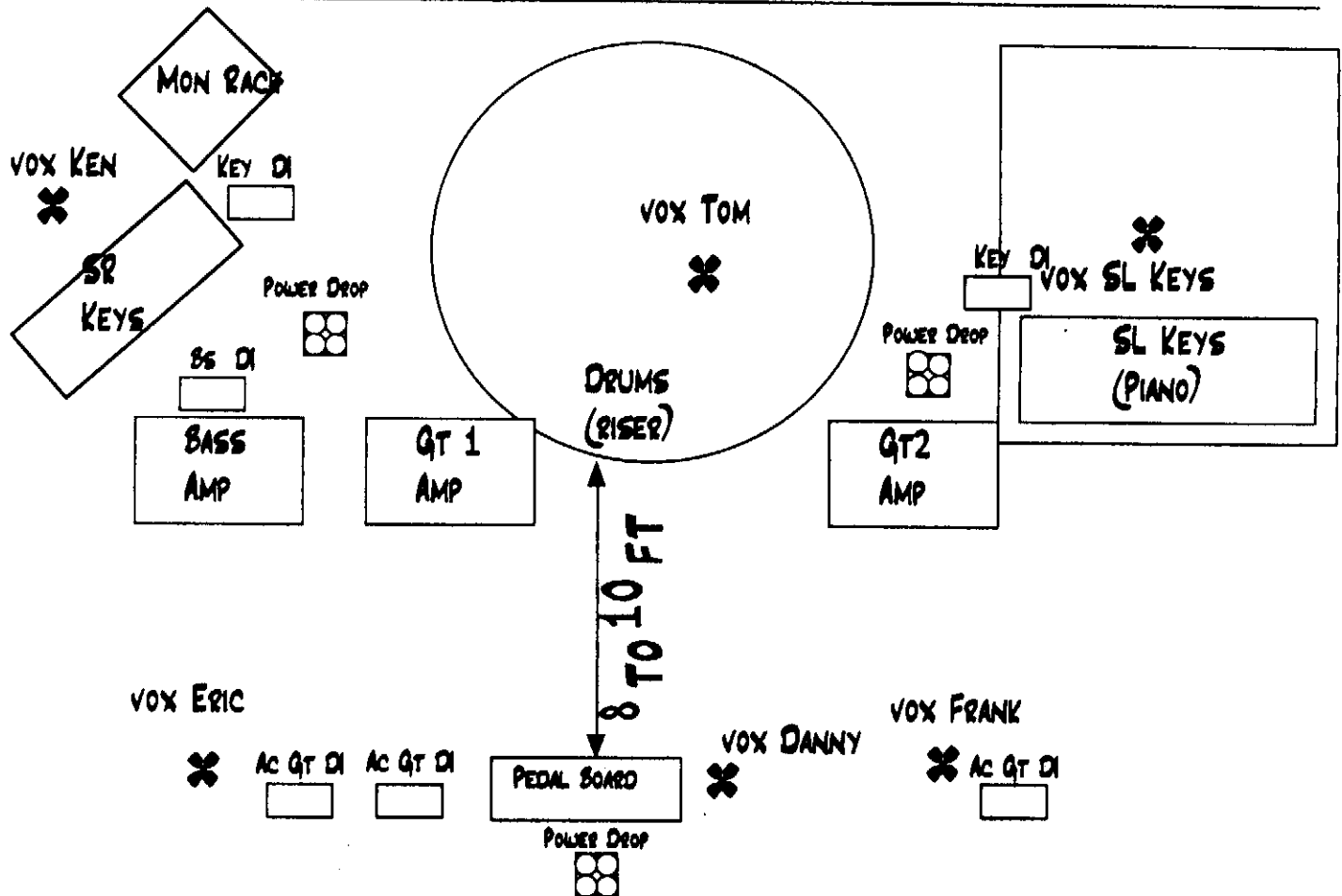
- 1) The staging shall be fully assembled and positioned prior to AE's arrival.
- 2) The dimensions of the stage should be 32' x 20' x 4' MINIMUM. These dimensions do not include sound wings, which should be the same height as the stage.
- 3) The stage should be level, stable, dry, and free of holes, 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 americanenglish1@aol.com Production Manager: Zachary Mishur 708-259-0210 zgm6763@yahoo.com PRODUCTION MANAGER
MUST BE CONTACTED AT LEAST 2 WEEKS BEFORE EVENT!**

AMERICAN ENGLISH

FOH/PM ZACK (708)259-0210
WINTER/SPRING 2011 STAGE RICK
QTR TECH MIKE



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

- 12 AC QT DANNY
- 13 AC QT FRANK
- 14 EL QT DANNY
- 15 EL QT FRANK
- 16 AC QT ERIC
- 17 VOX ERIC (COMP)
- 18 VOX DANNY (COMP)
- 19 VOX FRANK (COMP)
- 20 VOX SL KEYS (COMP)
- 21 VOX TOM (COMP)
- 22 VOX KEN (COMP)

2 REVERBS AND A 2 DOLS ON FADERS PLEASE