

# Quality Concerts

## PRODUCTION ENGAGEMENT CONTRACT

Agreement made on: 4-22-2008 between Quality Concerts (hereinafter referred to as "PRODUCTION COMPANY") and Village of Orland Park, IL (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the use of said PRODUCTION COMPANY, and the PRODUCTION COMPANY and PURCHASER hereby agrees to all the terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions."

**1. PLACE OF ENGAGEMENT: Centennial Park**

**Exact Address: 15600 West Ave. Orland Park, IL 60462**

**Contact Person: Gina Hassett (708)403-7275**

**2. DATE OF ENGAGEMENT: Thursday, July 3, 2008 from 7:00 p.m. to 11:00 p.m.**

**Friday, July 4, 2008 from 3:00 p.m. to 11:00 p.m.**

**3. SERVICES REQUIRED:**

**(a) One 16' x 24' x 44" stage with canopy for all artist performing on main stage.**

**(b) One complete sound & lighting system with operators for all entertainment performing.**

**(c) Three remote delay towers to broadcast entertainment & fireworks music.**

**4. SET UP: All sound & lights must be up and running by 3:00 p.m. on 7-3-2008.**

**Stage to be set up on Wednesday July 2, 2008 some time in the afternoon and must be up and ready by 1:00 p.m. on July 3, 2008.**

**5. FULL PRICE AGREED UPON: Six thousand dollars (\$6,000.00).**

**This contacted price will be guaranteed and honored by both parties for a period of three years from July 3, 2008 through July 4, 2010 and may be renewed by purchaser on or before Saturday July 4, 2010.**

**Any additional equipment needs requested and added by purchaser will be contracted and priced separately.**

**6. DEPOSIT REQUIRED: Three thousand dollars (\$3,000.00).**

All deposits shall be paid by certified check, money order, bank draft or cash as follows:

**(a) (\$3,000.00) deposit made payable to Quality Concerts due 6-1-2008, 2009 2010.**

**(b) The remainder sum of (\$3,000.00) to be paid to Quality Concerts representative on site on 7-4-2008, 2009, 2010 by 6:00 p.m.**

***All payments shall be made in full without any deductions.***

**7. ADDITIONAL TERMS AND CONDITIONS:**

**(a) Purchaser to provide each delay tower with an electrical service.**

**(b) Purchaser to provide a 100 amp electrical service no more than 50 feet from stage.**

**(c) Purchaser to provide labors and equipment to set up & tear down delay towers.**

**(d) Purchaser to provide three towers at least 8' high for sound system to set on.**

**(PRODUCTION COMPANY) Quality Concerts.**

**Mr. Ron Lemen SSN# 352-56-6387**

By  4-22-08

**(PURCHASER) The Village of Orland Park Recreation & Parks Dept.**

**Gina Hassett**

By \_\_\_\_\_  
**1460 South Ravinia Ave.**  
**Orland Park, IL 60462**  
**Phone # (708)403-7275 Fax (708)403-6274**

**Please return contracts to**  
**Quality Concerts**  
**2476 Clovertree Court**  
**Aurora, Illinois 60506**

**VILLAGE OF ORLAND PARK  
(Contract for Services)**

This Contract is made this **22 day of April, 2008** by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and QUALITY CONCERTS (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

**This Contract**

**The Terms and Conditions**

**The Production Engagement Contract submitted by Contractor on 4-22-2008 to the extent it does not conflict with this contract.**

**Certificate of Insurance**

**All Certifications required by the Village**

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

*For The Village of Orland Park's Fourth of July Celebration in the years 2008, 2009 and 2010, contractor will provide (a) one 16' x 24' x 44" stage with canopy for all artist performing on main stage; (b) one complete sound & lighting system with operators for all entertainment performing; and (c) three remote delay towers to broadcast entertainment & fireworks music.*

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

TOTAL: Six Thousand and No/100 (\$6,000.00) Dollars. A 50% deposit (\$3,000.00) is required upon execution of contract and balance due immediately after the performance. Checks should be made payable to Quality Concerts.

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

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence as stated in the attached Production Engagement Contract. This Contract shall terminate upon completion of the WORK in 2010, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

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

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 13: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: \_\_\_\_\_

Print Name: Ellen Baer

Its: Interim Village Manager

Date: \_\_\_\_\_

FOR: THE CONTRACTOR

By:  \_\_\_\_\_

Print Name: Mr. Ron Lemen

Its: President & Owner

Date: 4-22-2008

**FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL**

\_\_\_\_\_  
Initial here if faxing