

6/16/16

RESOLUTION NO. R-2016-26

**RESOLUTION APPROVING MUSICIAN AGREEMENTS
FOR MAYWOOD FAMILY FEST
(VARIOUS ARTISTS - 2016 MAYWOOD FAMILY DAY FESTIVAL –
SEPTEMBER 16, 17 AND 18, 2016)**

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to retain the services of various artists (the "Artists") to appear at the Village of Maywood Family Fest taking place Friday through Sunday, September 16 - 18, 2016 in Veterans Park, Maywood, Illinois, to perform live music and entertainment shows, subject to the terms of the Musician Agreement attached hereto as **Exhibit "A"** and made a part of hereof; and

WHEREAS, the Artists, their contact information, and their individual contract prices are listed in **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, the Artists desire to appear at the Village of Maywood Family Fest taking place Friday through Sunday, September 16 through 18, 2016 in Veterans Park, Maywood, Illinois and to perform live music and entertainment shows at such Fest, subject to the terms of the Musician Agreement attached as **Exhibit "A"**, in the payment amount specified for the individual Artists in **Exhibit "B"**; and

WHEREAS, the President and Board of Trustees of the Village find that it is in the best interests of the Village, its residents and the public to enter into the various Musician Agreements for the sums stipulated.

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970,

SECTION 1: The document entitled "MUSICIAN AGREEMENT FOR MAYWOOD FAMILY FEST, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, is approved as to form for use with the various Artists for the sums stipulated in **Exhibit "B"**, and the Village President and Village Clerk of the Village of Maywood, or their designees, are authorized and directed to execute and deliver said Agreements and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreements.

SECTION 2: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 14th day of September, 2016, pursuant to a roll call vote as follows:

AYES: Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon, M. Rogers, and R. Rivers

NAYS: None

ABSENT: Trustee(s) A. Dorris and M. Lightford

APPROVED by me as Village President, and attested by the Village Clerk, on this 20th day of, 2016.

ATTEST:



VILLAGE CLERK





VILLAGE PRESIDENT

EXHIBIT "A"

MUSICIAN AGREEMENT FOR MAYWOOD FAMILY FEST

(attached)

MUSICIAN AGREEMENT FOR MAYWOOD FAMILY FEST
(_____)

This Agreement is made and entered into this ___ day of _____, 2016, by and between the Village of Maywood, an Illinois municipal corporation (hereinafter referred to as "Village") and _____ (collectively hereinafter referred to as "Artist"). The Village and Artist shall collectively be referred to as the "Parties."

WITNESSETH

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to retain the services of the Artist to appear at the Village of Maywood Family Fest, which will run from Friday, September 16, 2016 through Sunday, September 18, 2016, in Veterans Memorial Park, Maywood, Illinois, and perform a live music show during the times set forth below, subject to the terms of this Agreement; and

WHEREAS, the Artist agrees to appear at the Village of Maywood Family Day Fest on _____, September ____, 2016 in Veterans Memorial Park, Maywood, Illinois and to perform a live music show during the times set forth below (the "Performance"), subject to the terms of this Agreement; and

WHEREAS, the Parties have agreed that the Village will pay the Artist _____ Thousand _____ Hundred and No/100 Dollars (\$_____.00) for the Performance, subject to the terms set forth below; and

WHEREAS, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the Village and its residents to enter into this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Each of the Whereas paragraphs is incorporated by reference into Section 1 of this Agreement.

2. The Artist shall perform as a live music act for a period of () hours at the Village of Maywood Family Fest on _____, September ____, 2016 (the "Performance Date") in Veterans Memorial Park, Maywood, Illinois (the "Performance Site"), from ____ p.m. to ____ p.m. (the "Performance Hours"). This Agreement is subject to the Rider attached hereto as **Exhibit "1"** and made a part hereof.

3. The Parties agree that the Village shall pay the sum of _____ Thousand _____ Hundred and No/100 Dollars (\$ _____ .00) ("Performance Fee") to the Artist for the Performance. Payment for the Performance shall be made as follows:

a) \$_____.00 (one-third (33%) of total payment) upon signing of this Agreement or upon Village execution of this Agreement, whichever comes later. By signing this Agreement, the Artist is committing to perform his/her live music show on the Performance Date at the Performance Site.

b) \$_____.00 (two-thirds (66%) of total payment) immediately upon conclusion of the Performance.

4. The Artist agrees that:

- a) All Artist (and accompanying personnel) must arrive at the stage at the Performance Site no later than ____ p.m. on the Performance Date.
- b) A sound check will be conducted at _____ p.m.
- c) Artist will begin the Performance at _____ p.m.
- d) The Performance must end at _____ p.m.
- e) The Performance shall occur without significant breaks and throughout the specified period of time.
- f) In the event that it becomes necessary to cancel the Performance due to inclement weather before ____ p.m. on the Performance Date, as determined solely by the Village, Artist will be paid one-half (1/2) of the agreed upon Performance Fee set forth above.
- g) In the event that it becomes necessary to cancel the Performance due to inclement weather occurring after ____ p.m. on the Performance Date, as determined solely by the Village, Artists will be paid the full agreed upon Performance Fee by the Village.

5. It is understood that the Artist executes this Agreement as an independent contractor and is not an employee of the Village, and the Artist shall have the exclusive control over the means, method and details of fulfilling his/her obligations to perform a live music show under this Agreement, except as otherwise set forth herein. The Artist shall not be considered as having employee status, nor shall the Village withhold any sums for the payment of income taxes or FICA taxes. As an independent contractor, it is the responsibility of the Artist to file all necessary tax returns (federal, state, county and local) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his/her profession. As an independent contractor, the Artist agrees that he/she is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village, and agrees not to file any such claims in the event this Agreement is terminated or if he/she is hurt performing services under this Agreement. The Artist agrees to assume all risk of death, illness and injury relative to performing any services under this Agreement. The Artist is not a Village employee for any purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

6. The Artist shall provide all of his/her own equipment required for the Performance and shall have sole responsibility and liability for any damage to, theft of or loss of Artist's equipment used prior to, during or after the Performance.

7. The Artist assumes all liability for personal injuries of any kind or death that might occur while performing any services under this Agreement. The Artist assumes all liability and responsibility for their personal property while performing any services under this Agreement.

8. To the fullest extent permitted by law, the Artist agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, past, current and future presidents and trustees, agents, engineers, attorneys, employees and volunteers (the "Village's Affiliates") against all injuries, death, losses, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses which may be brought or are brought against the Village and the Village's Affiliates relating to or arising out of any services performed by the Artist under this

Agreement, except to the extent that those claims, actions, lawsuits, damages, costs, expenses and liabilities arise from the willful or wanton actions of the Village or the Village's Affiliates. The Village may choose to defend itself with its own attorneys in the event of any claim or litigation filed as a result of the acts or omissions of the Artist.

9. The Artist agrees and represents that in performing his/her live music show under the terms of this Agreement, he/she are not infringing on the property right, copyright, patent right, trademark, licensing or service mark right, protected image or likeness right, or any other right of any other person; and if any suit is brought, or a claim made, by anyone that anything in conjunction with the ownership or the presentation of said Performance or appearance is an infringement on the property right, copyright, patent right, trademark, licensing or service mark right, protected image or likeness right or other rights, Artist will indemnify the Village and the Village Affiliates against any and all losses, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including payment of defense attorney fees and any award of plaintiff attorney fees, which may be brought or are brought against the Village and the Village's Affiliates relating to or arising out of such infringement. The Artist grants to the Village the limited right to use the Artist's name, the music band's name or any photographs, pictures and video of the Performance and of the Artist in future advertising materials for subsequent Maywood Family Fests.

10. If, in the sole judgment of the Village, it becomes necessary to cancel the Performance to protect health, life or welfare of the public, the Village's property or the property of others, or facilities become unavailable or inaccessible for reason(s) of inclement weather, fire, other acts of God, public disturbance, or similar occurrences beyond the control of the Village, then the Village may do so without liability to the Artist, except as provided for in this Agreement. If the Village is forced to cancel the Performance due to actions of the Artist that put health, life or welfare of the public, the Village's property or the property of others at risk, then the Village shall not be obligated to pay any Performance Fee to the Artist for the Performance, the Artist shall be obligated to return any portion of the Performance Fee already paid and the Artist shall be liable for his/her actions to the fullest extent of the law.

11. Both Parties agree that timing, schedule and professionalism are paramount to a successful Performance. In the event that Artist is not ready to perform at the start time, or if any performing member(s) is/are not present, or if Artist arrives at the Performance Site in such a condition as to appear to the Village or Village's agent or employee to be incapable of performing in a reasonably acceptable manner, then the Artist shall be deemed to have committed a material breach of this Agreement and the Village shall have the absolute right, in its sole discretion, to cancel the Performance or terminate the Performance in progress, and to refuse further payment of the Performance Fee, and to recover from the Artist the Performance Fee paid to date and all of its costs and expenses relating the Performance, including but not limited to any expenses incurred in the advertising, promotion, reservation and technical rentals and set-up of equipment or facilities for the Performance and any other out-of-pocket expenses incurred by the Village, including any attorneys fees and litigation expenses incurred to enforce the terms of this Agreement, as well as the right to enforce any other remedies allowed by law.

12. The Village shall have the sole responsibility for and control of all crowd-control and other security operations and activities within the Performance Site and elsewhere on Village property prior to, during and after the Performance takes place on the Village's property. The Artist shall comply with the directives of the Mayor, the Village Events Coordinator, the Village Manager, the Police Chief, any Village police officer and all of the Village's regulations,

and with all federal, state and local laws, regulations and ordinances applicable to Artist's activities and obligations under this Agreement.

13. The Village shall provide or pay for only those items or services specifically indicated in this Agreement. No additional costs for items or services will be borne by the Village without its prior consent, specifically written herein or attached hereto as a rider.

14. Any controversies arising between the Artist and the Village pertaining to this Agreement shall be resolved under the laws of the State of Illinois, and it is agreed by both Parties that the venue for any such dispute shall be in the Circuit Court of Cook County, Illinois. Any ambiguous language in the Agreement shall be interpreted as to its fair meaning, and not strictly for or against either Party.

15. This Agreement is a personal contract, and the rights and interest that the Agreement accords to the Artist may not be sold, transferred, assigned, pledged, encumbered or hypothecated by them, without the Village's approval, which may be withheld in its discretion. This Agreement shall be binding upon, and inure to the benefit of, the Artist, his/her heirs, executors, administrators, representatives, successors, transferees and assigns, and the Village and its former, current and future elected and appointed officers, officials, trustees, agents, transferees, assigns and successors-in-interest. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

16. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

17. This Agreement may be executed and all of the counterparts can be combined to create one original. This Agreement and any of the counterparts can be executed by the signatories and the executed signature pages can be exchanged via facsimile or email with the originals being forwarded to the respective Parties via U.S. Mail. Thus exchanging the executed signature pages via facsimile or email is an accepted method of finalizing the approval of the Agreement. This Agreement shall be effective on the last date executed by the Parties as shown below.

18. This Agreement embodies the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No change hereto may be effective without the written consent and authorization of the Parties hereto.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and date written below.

We, the undersigned, acknowledge that each of us has read the foregoing terms and that at the time we signed below, each of us had a full and complete understanding of the purposes for which this Agreement was made, and we further state that our signatures below represent that we have voluntarily and willingly signed this Agreement fully conversant with and understanding each of its terms.

VILLAGE OF MAYWOOD

ARTIST

By: _____
Village President

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

By: _____
Village Clerk

By: _____
Notary Public

Commission Expires: _____

Exhibit "1"

RIDER

ADDITIONAL TERMS AND CONDITIONS

1. TRANSPORTATION AND LODGING

Artist, at its own cost, shall provide own transportation, hotel reservations, meals and ground transportation.

2. SECURITY

Village agrees to provide ___ () Maywood police officers to provide security at the stage for Artist immediately prior to, during and immediately after the Performance.

3. TECHNICAL REQUIREMENTS to be provided by the Artist, at its own cost:

- Professional instruments and equipment necessary to put on the Performance
- ___ () cordless microphones
-

4. PROMOTION AND ADVERTISING

The Village shall have final approval of all advertising and promotion materials relating to the Artist's appearance at the Festival and shall have final approval of any advertising and promotional materials that the Artist desires to display or handout immediately prior to, during or after the Performance. Any such materials shall be removed by the Artist at the conclusion of the Performance.

5. RECORDING EQUIPMENT

The Village will take reasonable actions, including the posting of signs or removal of individuals from the Performance area, to advise persons not associated with the Artist that they are not allow to record, videotape, reproduce, transmit or disseminate the Performance in or form the place of engagement in any manner or by any mean whatsoever without specified written consent by the Artist or his management. The Village will deny entrance into the Performance area of any person carrying audio, or video recording devices. The foregoing prohibition includes members of the audience, the press and staff members.

EXHIBIT "B"

**LIST OF PERFORMERS AND CONTRACT AMOUNTS
FOR MAYWOOD FAMILY FEST**

Randal Perry
Group Name: The Unpredictable Blues & R&B Band
Performance Type: Old school R&B and Blues
Contact Info.: 2180 S. 12th Ave
Maywood, IL 60153
708-372-9995
Contract Amount: \$500.00

Animal Houz Band
Performance Type: R&B or Blues
Contact Info.: 332 S. Michigan Ave Suite 1032
Chicago, IL 60604
crg4835@gmail.com
312-497-6787
Contract Amount: \$600.00

Margaret Murphy-Webb
Performance Type: Jazz or Blues
Contact Info.: 9156 S Essex
Chicago, IL 60617
773-983-3352
Contract Amount: \$500.00

Audley Reid
Performance Type: Jazz
Contact Info: 312-505-4424
Contract Amount: ???

Donyella Stampley
Group Name: D'Erانيا
Performance Type: Blues
Contact Info.: 5945 W. Midway Park
Chicago, IL 60644
Contract Amount: \$600.00

Tony Goodwin
Nu Source Productions
Performance Type: _____
Contact Info.: 16726 Kenwood
South Holland, IL 60473
708-528-6666
Contract Amount: \$500.00

Terrance Keys
Performance Type: _____
Contact Info.: 100 Hugh Muir Lane
Maywood, Illinois 60153
708-971-6900
Contract Amount: \$350.00

Kevin Hill
Group Name: Ke'Vant
Performance Type: _____
Contact Info: 538 Rebecca Lane
Bolingbrook, Illinois 60440
630-312-0634
Hillk538@comcast.net
Contract Amount: \$_____

