

ORIGINAL

RESOLUTION NO. R-2016-27

**RESOLUTION APPROVING
A PRODUCTION AGREEMENT FOR MAYWOOD FAMILY FEST
(KRUNCHTIME PRODUCTIONS –
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 producer Krunchtime Productions (the "Producer") to provide production services at the Village of Maywood Family Fest taking place Friday through Sunday, September 16 - 18, 2016 in Veterans Park, Maywood, Illinois, subject to the terms of the Production Agreement attached hereto as **Exhibit "A"** and made a part of hereof;

WHEREAS, the Producer desires to provide production services at the Village of Maywood Family Fest taking place Friday through Sunday, September 16 through 18, 2016 in Veterans Park, Maywood, Illinois, subject to the terms of the Production Agreement attached as **Exhibit "A"** and made a part hereof; 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 Production Agreement for the sum of Seven Thousand Two Hundred and No/00 Dollars (\$7,200.00), as stipulated in the Agreement and invoice attached to the Production Agreement.

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 "PRODUCTION AGREEMENT FOR MAYWOOD FAMILY FEST between the Village of Maywood and the Producer, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, is approved, and the Village President and Village Clerk of the Village of Maywood, or their designees, are authorized and directed to execute and deliver said Agreement and all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

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

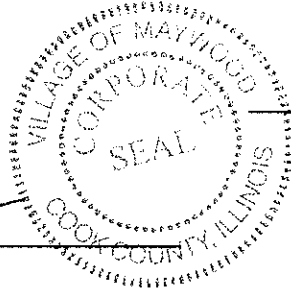
ABSENT: Trustee(s) A. Dorris and M. Lightford

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"

**PRODUCTION AGREEMENT FOR MAYWOOD FAMILY FEST –
KRUNCHTIME PRODUCTIONS**

(attached)

**PRODUCTION AGREEMENT FOR MAYWOOD FAMILY FEST
(KRUNCHTIME PRODUCTIONS)**

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 Krunchtime Productions (hereinafter referred to as "Producer"). The Village and Producer 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 Producer to assist with the production of 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, subject to the terms of this Agreement; and

WHEREAS, the Producer agrees to provide production services for the Village of Maywood Family Day Fest which will run from Friday, September 16, 2016 through Sunday, September 18, 2016, in Veterans Memorial Park, Maywood, Illinois. Services proposed to be provided by the Producer include, but are not limited to, providing a 24 ft. x 24 ft. stage with side wings, canopy and stairs, along with a full sound system including microphones, speakers, monitors and engineers, along with backline gear such as full drum kit, guitar and bass amps along with two keyboards with amps (the "Production Services"), all as further described in the Invoice from Producer attached hereto as **Group Exhibit "1"**, and made a part hereof, subject to the terms of this Agreement; and

WHEREAS, the Parties have agreed that the Village will pay the Producer Seven Thousand, Two Hundred and No/100 Dollars (\$7,200.00) for the Production Services, 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 Producer shall provide the Production Services during the entirety of the Village of Maywood Family Fest to run from Friday, September 16, 2016 through Sunday, September 18, 2016 (the "Production Dates") in Veterans Memorial Park, Maywood, Illinois (the "Performance Site"). The Production Services are further described in the Invoice attached hereto as **Group Exhibit "1"** and made a part hereof.

3. The Parties agree that the Village shall pay the sum of Seven Thousand, Two Hundred and No/100 Dollars (\$7,200.00) ("Production Fee") to the Producer for the Production Services. Payment for the Production Services shall be made as follows:

a) \$2,400.00 (one-third (33%) of total payment) upon signing of this Agreement or authorization from the Village Board of Trustees for Village execution of this Agreement, whichever comes later. By signing this Agreement, the Producer is committing to performing the Production Services on the Production Dates at the Performance Site.

b) \$4,800.00 (two-thirds (66%) of total payment) immediately upon conclusion of the Production Services.

4. The Producer agrees that:

a) All stage and equipment set-up must be completed at the Performance Site no later than ____ p.m. on Friday, September 16, 2016.

b) Engineers will be provided by Producer and available on all Production Dates to perform sound checks with the various Artists who will perform.

c) In the event that it becomes necessary to cancel a portion of the Artist Performances due to inclement weather, as determined solely by the Village, Producer will be paid a pro-rata Production Fee for the portion of the Performances which did take place.

5. It is understood that the Producer executes this Agreement as an independent contractor and is not an employee of the Village, and the Producer shall have the exclusive control over the means, method and details of fulfilling his/her obligations to produce a live music show under this Agreement, except as otherwise set forth herein. The Producer 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 Producer 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 Producer 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 Producer agrees to assume all risk of death, illness and injury relative to performing any services under this Agreement. The Producer is not a Village employee for any purposes, including, but not limited to, the application of the Fair Labors 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 Producer shall provide all of his/her own equipment required to Produce the Performances of the Artists, including but not limited to all equipment detailed in the Invoice attached hereto as part of Group Exhibit "1" and made a part hereto, and shall have sole responsibility and liability for any damage to, theft of or loss of Producer's equipment used prior to, during or after the Performance.

7. The Producer assumes all liability for personal injuries of any kind or death that might occur while performing any services under this Agreement. The Producer 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 Producer 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 Producer 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 Producer.

9. The Producer agrees and represents that in performing the Production Services 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 performance of the Production Services is an infringement on the property right, copyright, patent right, trademark, licensing or service mark right, protected image or likeness right or other rights, Producer 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 Producer grants to the Village the limited right to use the Producer's name or any photographs, pictures and video of the Producer performing the Production Services in future advertising materials for subsequent Maywood Family Fests.

10. If, in the sole judgment of the Village, it becomes necessary to cancel the Production Services 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 Producer, except as provided for in this Agreement. If the Village is forced to cancel the Production Services due to actions of the Producer 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 Fee to the Producer for the Production Services, the Producer shall be obligated to return any portion of the Production Fee already paid and the Producer 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 Production. In the event that the Producer is not timely in providing the Production Services, and/or fails to provide any of the equipment or personnel specified to be provided, or if the Producer 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 the Production Services in a reasonably acceptable manner, then the Producer 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 Production Services or terminate the performance of the Production Services in progress, and to refuse further payment of the Production Fee, and to recover from the Producer the Production Fee paid to date and all of its costs and expenses relating the Production Services, 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 Production 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 Production takes place on the Village's property. The Producer 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 the Producer'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 Producer 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 Producer 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 Producer, 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

PRODUCER, KRUNCHTIME PRODUCTIONS

By: _____
Village President

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

By: _____
Village Clerk

By: _____
Notary Public

Commission Expires: _____

Group Exhibit "1"

RIDER AND INVOICE

ADDITIONAL TERMS AND CONDITIONS

1. TRANSPORTATION AND LODGING

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

2. SECURITY

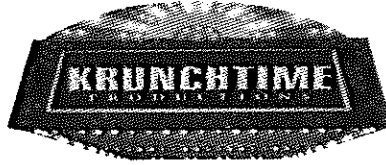
Village agrees to provide ___ () Maywood police officers to provide security at the stage immediately prior to, during and immediately after the Performance.

3. EQUIPMENT REQUIREMENTS to be provided by the Producer, at its own cost:

See Attached Invoice for Services and Equipment to Be Provided

4. PROMOTION AND ADVERTISING

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



Let Us Produce Your Events
1704 6th Avenue
Maywood, IL 60153
(773) 818-5406

INVOICE

Bill To:

Invoice #102

Village of Maywood
Festival Committee
125 North 5th Avenue
Maywood, IL 60153

Invoice Date 08/31/2016

DESCRIPTION	AMOUNT
TOTAL	\$7,200.00

This is a proposal offer for the Village of Maywood's Summer Festival", September 17-18, 2016. Krunchtime Productions would supply a 24 X 24 Stage with Side Wings, Canopy and Stairs, along with a full sound system including microphones, speakers, monitors and Engineers. Krunchtime Productions will provide backline gear such as full drum kit, guitar and bass amps along with two keyboards with amps. Our backline equipment is standard top of the line gear. Krunchtime Productions will include a one million Insurance policy that list the Village of Maywood on certificate. Krunchtime Productions will provide entertainment for three days including band and DJ for Friday's event. Krunchtime Productions will provide acts; such as the Willie White Blues Band and KTP Band, and artists Robert Willis and Lady Patrice. In addition Krunchtime Productions will include other local surrounding Maywood entertainers and artist. The weekend will have several genres of music for all cultures in the proviso area. Our R & B acts will perform Saturday along with entertainment for our youths.

Krunchtime Production will also have live radio broadcast from WSSRR Radio and I am talking to jazz radio station in Maywood to do live broadcast who will be on site broadcasting live for two days which includes interviewing guest and artists and village officials. On Sunday, local gospel acts will grace our stage for adults and youths. Krunchtime Productions will also provide two horses for people to ride with supervision. Krunchtime Productions along with sponsorship from Pepsi Bottling Company providing beverages; such as sodas and water and give a ways.

Tom Hayes President, of Krunchtime Productions can provide all of the above items for a total cost of \$7, 200.00

Please feel free to contact me directly at 773-818-5406 or email me at krunchtime1957@yahoo.com if you have any questions or need additional information.

