

**RESOLUTION NO. 2018-38**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A MUSIC PERFORMER / MUSIC EVENT PRODUCTION AGREEMENT WITH  
KRUNCHTIME PRODUCTIONS FOR MUSIC PERFORMER / MUSIC EVENT PRODUCTION SERVICES  
AT THE 2018 MAYWOOD FEST**

**(2018 MAYWOOD FEST: SEPTEMBER 14, 15 AND 16, 2018)**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to retain the services of music producer Krunchtime Productions (the "Producer") to provide music production services for the 2018 Maywood Fest taking place Friday through Sunday, September 14 to 16, 2018 (the "2018 Maywood Fest") in Veterans Park, Maywood, Illinois, in accordance with a Krunchtime Productions Proposal dated June 29, 2018, and subject to the terms of an agreement entitled "MUSIC PERFORMER / MUSIC EVENT PRODUCTION AGREEMENT WITH KRUNCHTIME PRODUCTIONS FOR MUSIC PERFORMER / MUSIC EVENT PRODUCTION SERVICES AT THE 2018 MAYWOOD FEST (2018 MAYWOOD FEST – SEPTEMBER 14, 15 AND 16, 2018)" (the "Agreement"), both of which are attached hereto as Group Exhibit "A" and made a part of hereof; and

**WHEREAS**, the Producer desires to provide music performer / music event production services for the 2018 Maywood Fest, in accordance with the Krunchtime Productions Proposal dated June 29, 2018 and the Agreement attached as Group Exhibit "A" and made a part hereof, and has taken all necessary corporate action to approve the Agreement; 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 Agreement for the sum of Twenty-Four Thousand and No/100 Dollars (\$24,000.00) payable to Krunchtime Productions for the performance of the music performer / music event production services as set forth in the Proposal dated June 29, 2018 and the Agreement (Group Exhibit "A") to be delivered at the 2018 Maywood Fest.

**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 Village President and Village Clerk of the Village of Maywood authorize and approve the execution of a document entitled, "MUSIC PERFORMER / MUSIC EVENT PRODUCTION AGREEMENT WITH KRUNCHTIME PRODUCTIONS FOR MUSIC PERFORMER / MUSIC EVENT PRODUCTION SERVICES AT THE 2018 MAYWOOD FEST (2018 MAYWOOD FEST – SEPTEMBER 14, 15 AND 16, 2018)" (the "Agreement"), to be entered into by and between the Village of Maywood and Krunchtime Productions (the "Producer"), a copy of which is attached hereto as Group Exhibit "A" and made a part hereof, and the Village President and Village Clerk of the Village of Maywood, or their designees, are authorized and directed to execute and deliver the attached Agreement and all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the Agreement.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood authorize the payment of Twenty-Four Thousand and No/100 Dollars (\$24,000.00) to Krunchtime Productions for the performance of the music performer / music event production services set forth in the Proposal dated June 29, 2018 and the Agreement (**Group Exhibit "A"**).

**SECTION 3:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 21st day of August, 2018, pursuant to a roll call vote as follows:

**AYES:** Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

**NAYS:** None

**ABSENT:** None

**APPROVED** by me, and attested by the Village Clerk, on this 22<sup>nd</sup> day of August, 2018.

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Edwenna Perkins, Village President

**ATTEST:**

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Viola Mims, Village Clerk

**GROUP EXHIBIT "A"**

**Krunchtime Productions Proposal dated June 29, 2018  
For 2018 Maywood Fest**

**and**

**Music Performer / Music Event Production Agreement With Krunchtime Productions  
For Music Performer / Music Event Production Services At The 2018 Maywood Fest  
(2018 Maywood Fest – September 14, 15 And 16, 2018)**

(attached)

**MUSIC PERFORMER / MUSIC EVENT PRODUCTION AGREEMENT  
WITH KRUNCHTIME PRODUCTIONS FOR MUSIC PERFORMER / MUSIC EVENT PRODUCTION SERVICES  
AT THE 2018 MAYWOOD FEST  
(2018 MAYWOOD FEST – SEPTEMBER 14, 15 AND 16, 2018)**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, 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 handle the music performer / music event production of the Village of Maywood Fest, which will run from Friday, September 14, 2018 through Sunday, September 16, 2018, in Veterans Memorial Park, Maywood, Illinois ("2018 Maywood Fest"), subject to the terms of this Agreement; and

**WHEREAS**, the Producer agrees to provide music performer / music event production services for the 2018 Maywood Fest. The "Production Services" proposed to be provided by the Producer include, but are not limited to, providing a 24 foot by 24 foot 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, all as further described in the Krunchtime Productions Proposal dated June 29, 2018 attached hereto as **Group Exhibit "1"**, and made a part hereof, subject to the terms of this Agreement; and

**WHEREAS**, the Producer agrees to provide certain entertainment services for the 2018 Maywood Fest including, but not limited to, hiring bands, DJs, musicians, live radio broadcasts, radio personalities, face painting, jumping bounce houses, and horses to ride (the "Entertainment Services"), all as further described in the Krunchtime Productions Proposal dated June 29, 2018 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 Twenty Four Thousand and No/100 Dollars (\$24,000.00) for the Production and Entertainment Services to be delivered for the 2018 Maywood fest, 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**, in consideration of the mutual promises, obligations and payment of good and other valuable consideration, 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 and Entertainment Services during the entirety of the 2018 Maywood Fest to run from Friday, September 14, 2018 through Sunday, September 16, 2018 (the "Production Dates" or "2018 Maywood Fest") in Veterans Memorial Park, Maywood, Illinois (the "Performance Site"). The Production Services and Entertainment Services are collectively referred to as "Production and Entertainment Services" and further described in the Krunchtime Productions Proposal dated June 29, 2018 attached hereto as **Group Exhibit "1"** and made a part hereof.

3. The Parties agree that the Village shall pay the sum of Twenty Four Thousand and No/100 Dollars (\$24,000.00) ("Production Fee") to the Producer for the performance of the Production and Entertainment Services. Payment for the Production and Entertainment Services shall be made as follows:

A. Twelve Thousand and No/100 Dollars (\$12,000.00) (fifty percent (50%) 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 and Entertainment Services on the Production Dates at the Performance Site.

B. Twelve Thousand and No/100 Dollars (\$12,000.00) (fifty (50%) of total payment) immediately upon conclusion of the Production and Entertainment Services.

4. The Producer agrees that:

A. All stage and equipment set-up must be completed at the Performance Site no later than three o'clock (3:00) p.m. on Friday, September 14, 2018.

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. Musicians, artists, DJs, radio personalities will be made available on all Production Dates to perform.

D. 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 and Entertainment 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 deliver the Production Services and Entertainment Services, including but not limited to all equipment and supplies detailed in the Krunchtime Productions Proposal dated June 29, 2018 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 and supplies used prior to, during or after the 2018 Maywood Fest.

7. The Producer, and all of its employees, agents, contractors, independent contractors, performers and volunteers, assume all liability for personal injuries of any kind, including illness or death, that might occur while delivering the Production Services and Entertainment Services and performing any other services or actions under this Agreement. The Producer, and all of its employees, agents, contractors, independent contractors, performers and volunteers, assume all liability and responsibility for all of their/its personal property while delivering the Production Services and Entertainment Services and performing any other services or actions 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, illness, 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 the performance of the Production Services, the Entertainment Services and any other services or actions or omissions by the Producer and/or any of its employees, agents, contractors, independent contractors, performers and volunteers 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. Insurance – Producer. During the term of this Agreement, the Producer, at his/her/its own cost, agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates related to the Services for the purposes stated herein. The Producer shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability - \$2,000,000 per occurrence
- B. Property Damage - \$500,000 per occurrence
- C. Workers’ Compensation – Statutory

Within seven (7) calendar days from execution of this Agreement, the Producer shall provide to the Village Manager a copy of certificate(s) of insurance, insurance policies and endorsements (issued on the ISO CG 20 10 form) shall contain the insurer(s) written confirmation that the nature, scope, duration and amount of insurance coverage meets the requirements of this Agreement and shall remain in effect for all aspects of the Services for both ongoing and completed operations. The insurance coverage shall confirm coverage of the additional insured and indemnification obligations, and shall name the Village of Maywood and the Village Affiliates (defined as “Village officers, appointed or elected officials, president and board of trustees, volunteers, employees, agents or representatives”) as additional insureds under such policies, which insurance shall be primary over and not contribute with any other insurance covering the Village of Maywood, and which policies shall provide that the Village be given at least thirty (30) calendar days prior written notice of any change or cancellation of coverage. In the event of the cancellation of any insurance policy required herein, or upon the Producer’s failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Producer shall be primary to the Village’s own insurance.

In the event of a claim, demand, lawsuit or other action filed against any party arising out of matters covered under this Agreement, the receiving party shall immediately notify, in writing, each of the other parties so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under this Agreement. The additional insured and indemnification obligations of the Producer under this Agreement shall survive any termination or expiration of this Agreement and continue until the statute of limitations for such claims expire.

10. Intellectual Property Rights. The Producer agrees and represents that in performing the Production and Entertainment 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 and Entertainment 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 and Entertainment Services in future advertising materials for subsequent Maywood Fests.

11. If, in the sole judgment of the Village, it becomes necessary to cancel the Production and Entertainment 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 and Entertainment 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 and Entertainment 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.

12. 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 and Entertainment 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 and Entertainment 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 and Entertainment Services or terminate the performance of the Production and Entertainment 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 and Entertainment 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 attorney's 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.

13. 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 Code Officer, 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 at their respective business addresses. 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.

19. Compliance With Laws. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

- A. Certification. Each Party and its officers, corporate authorities, employees, and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or

5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees, and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees, and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees, and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Parties been so convicted nor made such an admission.

a. Non-Discrimination. Each Party and its officers, corporate authorities, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160). Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village.

B. Illinois Freedom Of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.

20. Entire Agreement. 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.

21. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by Producer or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.



22. Authority to Bind. 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.

23. Effective Date. This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted on page one of this Agreement..

**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:** \_\_\_\_\_  
Edwenna Perkins  
Village President

**BY:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
President or Authorized Officer

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

**ATTEST:**

**ATTEST:**

**By:** \_\_\_\_\_  
Viola Mims  
Village Clerk

**By:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

**Group Exhibit "1"**

**RIDER**

**KRUNCHTIME PRODUCTIONS PROPOSAL DATED JUNE 29, 2018 (attached)**

**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 or other security 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 and Entertainment Services. Any such materials shall be removed by the Producer at the conclusion of the Performance.



*Let Us Produce Your Events*

*Tom Hayes*

*Maywood, IL 60153*

*(773) 818-5406*

June 29th 2018

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

Dear Committee Members:

This is a Contract for the Village of Maywood's "Maywood Family Festival", September 14th-16th 2018 . 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 and 50,000.00 watt generator. Also Huge 20 foot movie screen . 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 \$2,000,000.00 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 one of these main acts; such as Lakeside, Switch, Slave, Heatwave, Troop, Howard Hewitt & Mikki Howard or Motown Revue Tribute to artists as The Temptations the Supremes Smokey Robinson and Marvin Gaye and or others. 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 Productions will also have live radio broadcast from WSSRR Radio and Darci AM Radio who will be on site broadcasting live for two days which includes interviewing guests and artists and village officials. Krunchtime Productions will also have radio personality Al Greer, and on Sunday the great Darryle King from the Crawford Broadcast 106.3FM who will be hosting our gospel segment. Krunchtime Productions will provide 3 Jumping bounce houses for children's fun for two days with Horses for the kids or adults
- face painting and balloons for the children for 3 days.

Tom Hayes, President, of Krunchtime Productions can provide all of the above items for a total cost of \$24,000 with \$12,000.00 due July 20th 2018  
2nd payment of \$12,000.00 due on September 12th 2018

Please feel free to contact Tom Hayes directly at 773-818-5406 or email at [krunchtime57@yahoo.com](mailto:krunchtime57@yahoo.com) if you have any questions or need additional information.

I look forward to hearing from you in the near future.

Thanking you in advance.

Tom Hayes  
President  
[Krunchtime57@yahoo.com](mailto:Krunchtime57@yahoo.com)  
773-818-5406  
Krunchtime Productions

Village of Maywood

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do certify that the attached is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A MUSIC PERFORMER / MUSIC EVENT PRODUCTION AGREEMENT WITH  
KRUNCHTIME PRODUCTIONS FOR MUSIC PERFORMER / MUSIC EVENT PRODUCTION SERVICES  
AT THE 2018 MAYWOOD FEST  
(2018 MAYWOOD FEST – SEPTEMBER 14, 15 AND 16, 2018)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Village Board Meeting on the 21st day of August, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21st day of August, 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

**NAYS:** None

**ABSENT:** None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 22<sup>nd</sup> day of August, 2018.

\_\_\_\_\_  
Viola Mims, Village Clerk

[SEAL]