

ORDINANCE NO. 2208-22

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR MUSICAL ENTERTAINMENT SERVICES WITH LAKE COUNTY SYMPHONY ORCHESTRA OF GURNEE, ILLINOIS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with Lake County Symphony Orchestra of Gurnee, Illinois, in substantially the form attached hereto as Exhibit "A," and, by this reference, made a part hereof. The foregoing Ordinance was adopted by the Village Board of Hawthorn Woods, Illinois on November 28, 2022:

AYES: Kaiser, Bayer, David, McCarthy, Lycaire, Herst

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: _____

Dominick DiMaggio
Dominick DiMaggio, Mayor

ATTEST: _____

Donna Lobaito
Donna Lobaito, Village Clerk

ADOPTED: _____

November 28, 2022

APPROVED: _____

November 28, 2022



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between VILLAGE OF HAWTHORN WOODS (Village), 2 Lagoon Drive, Hawthorn Woods, IL 60047, and

Name (of Vendor): **Lake County Symphony Orchestra**
Address: **2130 Spruce Point Ct**
City, State, Zip Code: **Gurnee, IL 60031**
Phone: **(847) 746-3472**
Email: **ardenmusik@gmail.com**

hereinafter referred to as "Contractor."

Contractor shall furnish instructional services and supervision for the execution and completion of the program(s), on the dates and times, and at the location specified in Attachment 1, after which this Agreement shall terminate.

The Village shall provide the program space/facility. The Village shall secure appropriate licensing and will conduct beverage sales at programs/events. The Village shall assist in providing staff for program/event. The Village shall assist in marketing programs/events in the form of an event specific announcement email to their full distribution lists, the weekly e-blast, the seasonal Village newsletter, and providing complimentary space for Contractor to promote on-site at community special events including, but not limited to, the Holiday Craft Fair and Hometown Holiday events.

The Contractor shall provide the entertainment for programs/events and assumes all costs associated with providing the entertainment. The Contractor will conduct ticket sales and collection of ticket sales fees. The Contractor shall assist in providing staff for program/event. The Contractor shall assist in marketing programs/events through their channels including print, social media and email blasts to their full distribution lists.

The Contractor agrees to compensate the Village 25% of ticket sales revenue. Compensation shall be paid to the Village within 30 days after the completion of the program/event and mailed/delivered to the Village of Hawthorn Woods, Attn: Parks & Recreation Department, at 2 Lagoon Drive, Hawthorn Woods, IL 60047. Checks must be made payable to: Village of Hawthorn Woods.

After all expenses and cost of goods sold associated with beverage sales are paid, the Village agrees to compensate the Contractor 75% of beverage sales gross profit.

Compensation shall be paid to the Contractor after the completion of the program/event and mailed to the Contractor at its above address.

The Village grants the Contractor permission to recruit and secure sponsorships for programs/events. The Village must approve any sponsor associated with any partnered programs/events, and the Village may, for any reason, deny or refuse any sponsor. The Contractor will retain 100% of their sponsorship revenue.

The Contractor agrees that any profit generated by programs/events partnered with the Village will be used for future development, planning, and implementation of future programs/events with the Village.

The Village will sponsor and administer the program, without limitation. The providing of program supplies, materials and equipment will be as mutually agreed between the Village and Contractor.

The Village has the right to cancel the program/event prior to the scheduled commencement date if the minimum registration requirements are not met. The Village also has the right to cancel an individual meeting session if circumstances warrant it and it is in the best interests of the Village. In this event, Contractor agrees to provide an alternative instructional session at a time mutually agreed upon by the parties hereto.

WHEREAS, the Contractor will be performing work under a contract with the Village, which work will be performed on and/or off the premises of the Village and said Contractor may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees:

1. To comply with all applicable laws, regulations and rules promulgated by any federal, state, county, municipal, park district or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission Regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, the Human Rights Commission, or the EEOC statutory provisions and rules and regulations. The Village reserves the right to conduct a criminal conviction background check on the Contractor and all Contractor personnel. Contractor will abide by Village Rules and Regulations. Failure to comply with all of the above laws, regulations and rules may result in termination of this contract.

2. To protect, indemnify, hold and save harmless and defend the Village, its officers, elected officials and employees against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the contractor or Village, on account of personal injuries or death, or damages to property occurring or growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractor hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the Village or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Contractor shall have no liability or damages or the costs incident thereto cause by the sole negligence of the Village. Nothing in this Paragraph waives any immunities the Village may assert in defense of any action.

3. To keep in force, to the satisfaction of the Village, at all times during the performance of the work referred to above, Public Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 per occurrence, Property Damage Insurance with limits of not less than \$100,000 and workers' compensation and related insurance coverage (if applicable) at amounts required by Illinois State Law. There shall be no additional charge for said insurance to the Village. The Contractor will furnish certificates of insurance and copies of the policies for the insurance coverage required herein, naming the Village as an additional insured and providing that such policies may not be canceled or amended without ten days prior written notice having been given to the Village. The policy shall also contain a "contractual liability clause." Contractor shall also provide the Village with original endorsements affecting coverage required by this paragraph. If the policy is written on a claims made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the Village for a period not less than five years from the termination of the agreement.

4. The Contractor agrees that the cost of any loss or damages to any personal property owned by the Contractor and used in the course of performing said contracted services shall not be the responsibility of the Village.

5. Contractor represents that he/she possesses the requisite qualifications, expertise and experience to properly and safely conduct the program. Contractor shall provide one or more duly qualified individuals to render instruction and supervision for the purpose of execution and completion of the program, subject to the approval of the Village. Contractor shall ensure that all employees or individuals assigned to the program have passed a recent criminal background check and shall provide lawful evidence of same upon request by the Village. It is expressly agreed by and between the parties hereto that the Contractor, its employees or subcontractors are not employees of the Village. The Village agrees to exercise no supervision or control over the method or manner of Contractor's instructional or supervisory techniques, and shall not interfere therewith, so long as Contractor endeavors to execute the purposes of the Village recreational program herein specified. Contractor understands and agrees that he/she has no claim, right, title or interest in any benefits or compensation insuring to any person solely by reason of that person's status as an employee of the Village.

6. In the event the Contractor (or approved representative) cannot make a scheduled meeting session, Contractor agrees to recommend a suitable substitute for that instructional session. Approval of the substitute must be obtained by the Village before such session is held in the Contractor's absence. If such recommendation is not provided to the Village or if the Village does not approve of the substitute, the Contractor agrees to provide an alternative instructional session of a duration equivalent to that of the canceled session. Contractor agrees that if he/she cancels a session and an alternative session is not provided, no compensation will be paid to Contractor for that session.

7. The Contractor agrees that the Village has the power to cancel this entire Agreement at any time if Contractor has misrepresented or fails to fulfill any condition of this agreement. Once written notice of cancellation of the entire agreement has been given by the Village, it shall not thereafter be liable to Contractor for any fee otherwise due hereunder.

8. If any provision of this Agreement is held invalid by any Court of Competent Jurisdiction, that provision shall be deemed excised from this Agreement and the remaining terms of this Agreement shall continue in full force and effect to the extent possible.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

This agreement shall be in effect from its passage for a time span no greater than 2 years.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this 24th day of October, 2022.

CONTRACTOR: Lake County Symphony Orchestra:

Village of Hawthorn Woods

Lake County Symphony Orchestra

By: Dominick DiMaggio

By: Ron Arden

Title: Mayor

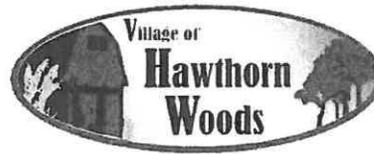
Title: Director

Signature: [Handwritten Signature]

Signature: [DocuSigned by: Ron Arden] 11/02/2022
47A395CB371E434...

Business Name: Lake County Symphony Orchestra

Contractor Social Security # or Federal ID #: 307602299



INDEPENDENT CONTRACTOR AGREEMENT

ATTACHMENT 1

PROGRAM	LOCATION	MEETING DATES	MEETING DAYS	PROGRAM TIME
Holiday Show	Village Hall Barn	December 18, 2022	Sunday	4:00 PM