



ORDINANCE NO. 2241-23

AN ORDINANCE RATIFYING AND CONFIRMING THE EXECUTION OF A
PREVIOUSLY EXECUTED AGREEMENT—ANABEL RODA

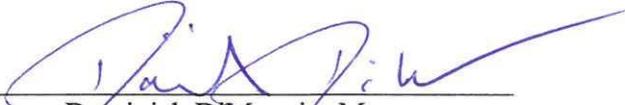
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that this ordinance is ratification in furtherance of a previously executed Performance Agreement with Anabel Roda. Such Agreement is by and between the Village of Hawthorn Woods and Anabel Roda, a copy of which is attached hereto as Exhibit "A", and, by this reference made a part hereof.

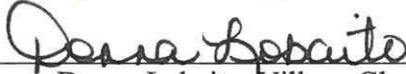
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois, on February 27, 2023:

AYES: Kaiser, McCarthy, Rychcik, Bayer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: February 27, 2023

APPROVED: February 27, 2023

PUBLISHED: March 2, 2023

PERFORMANCE AGREEMENT

This contract (the "*Agreement*") is made on this day of January 20, 2023, between the Village of Hawthorn Woods ("*Contractor*") for the Hawthorn Woods Party in the Park ("*Event*") and Anabel Roda ("*Artist Representative*"), representing The Noize (all band members and production personnel are collectively referred to as "*Artist*"). Contractor and Artist are hereinafter collectively referred to as the ("*Parties*") and hereto, agree to be bound, and agree as follows:

1. **The Performance:** The Artist is hereby retained by the Contractor for a family-appropriate musical performance with content reasonably decided by the Artist (the "Performance") as follows:

Date:	Saturday, September 16, 2023
Starting Time:	5:00 pm CST
Ending Time:	7:00 pm CST
Break:	Artist will take one (1) brief 10-15 minute break between sets, during which pre-recorded music will be provided by Contractor.
Show:	The Noize @ the Hawthorn Woods Party in the Park
Location:	Community Park, 5 Park View Lane, Hawthorn Woods, IL 60047

2. **Payment:** Compensation for the Performance will be Five Hundred Ninety Dollars (\$590) (the "*Fee*"), payable by cash, check or cashier's check, to be presented to Artist immediately following Performance. **If payment is by check, it should be made out to the Artist Representative: Anabel Roda.**

3. **Artist Arrival and Load-in:** Artist agrees to arrive at the Event on the day of the Performance no later than 3:30 pm for load-in and setup. Contractor will provide Artist access and close proximity to the Performance area for unloading of instruments and gear from vehicles.

4. **Parking:** Contractor will provide four (4) free parking spots for the Artist and its members at a reasonable distance from the performance stage.

5. **Stage/Sound System/Backline:** Contractor will provide the stage; sound system including speakers, monitors, mixers, microphones, and mic stands/cables; and sound engineer(s) to facilitate the Performance. Artist will be required to bring the backline (musical instruments and guitar/bass amps). Contractor will provide Artist with the contact information of the company providing sound so that both parties can communicate on equipment needs, if needed. Artist will provide sound company with a stage plot.

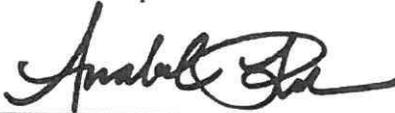
6. **Drinks:** Artist requests that Contractor provide bottles of water for Artist's consumption during the Performance.

7. **Security, Health, and Safety:** Contractor warrants that stage will be of sufficient size to safely conduct the Performance, that stage is of stable construction and sufficiently protected

from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

- 8. **Inclement Weather/Cancellation/Reschedule:** If Contractor cancels the Performance due to inclement weather or for any other reason, the Parties agree to make their best efforts to reschedule the Performance under the same terms set forth in this Agreement to be held on a date within ninety (90) days of the original Performance date. If Parties are not able to reschedule Performance date, Contractor agrees to pay Artist the full compensation Fee.
- 9. **Indemnification:** Artist indemnifies and holds Contractor harmless for any claims of property damage or bodily injury resulting from the Performance, unless such damage or injury occurs as a direct result of actions by the Contractor, by fault or negligence. Contractor indemnifies and holds Artist harmless for any claims of property damage or bodily injury resulting in connection with the Performance, unless such damage or injury occurs as a direct result of actions of the Artist, by fault or negligence.
- 10. **Operating Rules:** Artist agrees to observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the Event.
- 11. **Severability:** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

The below-signed Artist Representative warrants s/he has authority to sign this agreement for Artist in its entirety. The below-signed Event Representative warrants s/he has authority to bind Show/Event.

Signature of Artist Representative: 

Artist Representative's Printed Name: Anabel Roda

Artist's Printed Name: The Noize

Date: 1/31/23

Event Representative's Signature: 

Event Representative's Printed Name: Pamela O. Newton

Event Representative's Title: COO

Date: 1/24/23