

ORDINANCE NO. 2325-24

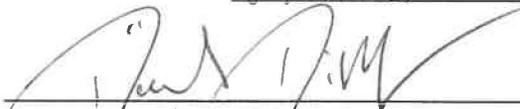
AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN AGREEMENT – PARTY IN THE PARK – OH YES

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor be, and the same is, hereby authorized and directed to execute an agreement with Oh Yes in substantially the form attached hereto as Exhibit "A," and, by this reference, made a part hereof. The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Kaiser, McCarthy, Rychnie, Bayer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: Laman

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: February 26, 2024

APPROVED: February 26, 2024



Real. Fun. Live. Music

matt@pabcormangement.com

847.652.6800

Engagement Contract

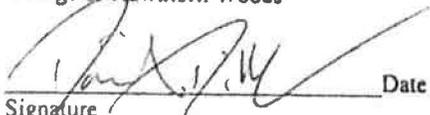
THIS AGREEMENT for the personal services of musicians on the engagement described below, made this 9th day of January 2024, between the undersigned Purchaser of Musical Services (hereinafter referred to as "Purchaser") and MP Music LLC d/b/a Oh Yes Band, (hereinafter referred to as "Artist".) All Artists are engaged and bound jointly and severally to the terms and conditions of this agreement.

1. Purchaser: Village of Hawthorn Woods, Pamela Newton, Chief Operating Officer (hereinafter referred to as PURCHASER)
2. Artist: The Oh Yes! Band (hereinafter referred to as ARTIST)
3. Engagement: Party in the Park, Village of Hawthorn Woods
4. Engagement Date: Saturday September 7, 2024
5. Engagement Location: Hawthorn Woods Community Park, 5 Park View Lane, Hawthorn Woods Illinois 60047
6. Time: 2.5 hour straight set live band music from The Oh Yes! Band from 6:30pm – 9pm
7. **Agreement Price: \$3,500.00 (Three Thousand five hundred dollars Dollars 00/100) guaranteed rain or shine.**
 - A. Agreement price specified above shall be paid by PURCHASER to ARTIST upon completion of engagement and on the night of the engagement date specified above.
 - B. All payments shall be paid to Matthew Pablecas
 - C. ARTIST will incorporate female vocalist throughout the set.
 - D. **SOUND – Sound and stage lighting will be provided by B&B Productions for both the opening act between the hours of 4pm-6pm and the main act Oh Yes! between the hours of 6:30pm – 9pm in the amount of \$550 paid directly and separately to B&B Production**
 - E. Artist shall have sole and full control of the mixing console and lighting during sound check and performance.
8. Electrical Requirements: 3 separate 20 amp circuits for band equipment only. All electrical requirements to be provided by PURCHASER. In the event electrical requirements cannot be met, PURCHASER will be responsible for necessary and adequate generators to accommodate power.
8. Equipment load in: Will be made available after 2PM
9. Special Provisions by PURCHASER: N/A –
10. Special Provisions by ARTIST:
 - A. Artist request bottled water, pop and juice at no cost to Artist.
 - B. Artist requests solid stage with minimal dimensions of 24x16
 - C. Artist requests tent(s) to cover for entire band stage, sound engineer, and lighting if outside
 - D. Artist requests parking to accommodate Artist's vehicles in close proximity to stage area

11. ARTIST/LEADER: Artist shall have sole and exclusive control over the production and performance of the engagement including, but not limited to, the details, means and methods of the performance services to fulfill the entertainment requirements. The persons herein above as ARTIST shall at all times exercise complete supervision, direction and control over the services of all personnel on the engagement and expressly reserves the right to all of the above. ARTIST shall use all efforts to conform to rules and policies of the establishment.
- A. ARTIST'S obligation hereunder are subject to prevention by sickness, accident, acts of GOD, labor disputes, strikes, or any other cause beyond control of ARTIST. In the event ARTIST is unable to perform by any of the above mentioned items, then all future monies arranged to be paid by PURCHASER to ARTIST shall be immediately terminated, and this Engagement Contract shall immediately become Null and Void. Furthermore, ARTIST shall use best efforts to find replacement ARTIST for the engagement date specified above, however will not be obligated or responsible.
 - B. If weather conditions present a danger to Artist's health, safety, equipment and/or performance, in Artist's sole opinion, Artist shall have the right to cancel performance. In any cancellation for this cause, Artist shall be entitled to full compensation which would have otherwise been payable had the Artist Performed, or make attempt to reschedule on a mutually agreed upon new date. New scheduled date shall not surpass 90 days from original event date of September 7th, 2024
 - C. Recording, reproduction, or transmission of ARTIST'S performance is prohibited absent written consent by same.
 - D. ARTIST is not an employee of PURCHASER, and executes this contract as an independent contractor.
12. This agreement may not be changed or altered except by an instrument in writing by both parties.
13. Commencement of engagement is deemed to be an acceptance of all terms stated herein by PURCHASER and ARTIST. In the event of an unsigned party to this agreement herein, such party will comply with all terms thereof. PURCHASER and/or ARTIST shall not have the right to transfer or assign this agreement to any third party.
14. Purchaser hereby agree to indemnify, save and hold harmless ARTIST, it's members and/or nominee or assign, from and against any and all liability and/or claims and/or damages, including reasonable attorney's fees, that may incur as a result of Artist or Purchaser breach of any of the terms and conditions of this Agreement or as a result of the performance requested herein. Purchaser shall assume and be responsible for all debts and obligations incurred by the Artist, in the event that a claim for payment of debt with respect to Artist is made against it's members and/or nominee, then Purchaser shall indemnify, save and hold harmless ARTIST, it's members and/or nominee with respect to that claim, including the payment of reasonable attorney's fees and cost in the defense of any such claim.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.

Dominick DiMaggio, Mayor
Village of Hawthorn Woods

Signature  Date 2/26/24 PRINT NAME Dominick DiMaggio

MP Music LLC
An Illinois limited liability company.

By:  MATTHEW PABLECAS, its manager