



ORDINANCE NO. 2382-24

AN ORDINANCE RATIFYING AND CONFIRMING THE EXECUTION OF A PREVIOUSLY EXECUTED AGREEMENT — CHICAGO DRONE LIGHT SHOWS

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 Engagement Contract with Chicago Drone Light Shows. Such Agreement is by and between the Village of Hawthorn Woods and Chicago Drone Light Shows, a copy of which is attached hereto as Exhibit "A", and, by this reference made a part hereof.

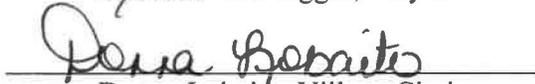
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois, on September 23, 2024:

AYES: Kaiser, McCarthy, Rycalick, Bayer, Hurst, Roman

NAYS: Ø

ABSENT AND NOT VOTING: Ø

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

PASSED: Sept. 23, 2024

APPROVED: Sept. 23, 2024

PUBLISHED: Sept. 24, 2024



## Quotation

<b>Customer:</b>	Village of Hawthorn Woods	<b>Quote Number:</b>	11286
		<b>Date:</b>	8/13/24
		<b>Quote Expires:</b>	8/20/24
<b>Show Date(s):</b>	(i) Party in the Park - September 7, 2024 – 9pm		
	(ii) Date TBD		
<b>Location:</b>	Hawthorn Woods Community Park 5 Park View Lane, Hawthorn Woods, IL 60047	<b>Additional Insured:</b>	Village of Hawthorn Woods

**Day of Point of Contact (name, phone, email):**

### Drone Show Description

Chicago Drone Light Shows will supply:

- (i) **\$11,000:** 100-150 drones for a 10-12 minute drone show consisting of no less than twelve (12) designs agreed to by the parties.
- (ii) **\$12,500:** 100-150 drones for a 10-12 minute drone show consisting of no less than twelve (12) designs agreed to by the parties on a future, non-holiday date about or around 9/7/2025 as agreed to by both parties (within approximately 12 months from execution of this agreement).

### Cost

Drones	<b>\$23,500.00</b>
Creative Services for standard designs	<b>Included</b>
Insurance	<b>Included</b>
Production (labor, travel, freight, etc.)	<b>Included</b>
<b>Total</b>	<b>\$23,500.00</b>

Customer initials: 



**Payment Schedule**

2024 Show Deposit – Due after contract execution	\$5,500.00
2024 Show Balance – Due on completion of show	\$5,500.00
TBD Show – Due on agreement on show date	\$6,250.00
TBD Show Balance – Due on completion of show	\$6,250.00
<b>Total</b>	<b>\$23,500.00</b>

**Additional Terms:**

TBD Show date must be agreed to ninety (90) days in advance. Holiday dates include, without limitation, July 1-8, Labor Day, Memorial Day, Christmas Eve, Christmas Day and New Years Eve.

If Customer chooses to not purchase the TBD Show prior to choice of date, Customer shall pay to CDLS, as CDLS's exclusive remedy for such choice, liquidated damages of \$6,250.00.

Customer initials: 



## AGREEMENT

This Agreement ("Agreement") is for the supply of a Drone Show described on the Quotation page of this document. This Agreement is between the customer identified on the Quotation page ("Customer") and Chicago Drone Light Shows (CDLS), USA, an Indiana corporation. Both parties acknowledge that this Agreement consists of the terms written on all pages of this document.

### CDLS RESPONSIBILITIES

CDLS agrees to:

- Design and safely operate a Drone Show on the Show Date at the location specified in Exhibit B ("Location").
- Create content for the Drone Show, subject to the capabilities of the equipment.
- Pilot and technical team.
- Standard design work is included. Any custom logos, designs, insignia or intricate animation will incur additional design work cost.

### CUSTOMER RESPONSIBILITIES

Customer agrees to provide the items specified in Appendix A ("Responsible Items") and understands that the Responsible Items are essential for show operation. Failure to deliver any one may result in show cancellation.

### TERMS OF PAYMENT

A 50% deposit is due upon thirty (30) days of Customer providing CDLS with a Purchase Order. The balance becomes due 30 days prior to the Show Date. In the event that the initial show date is less than 30 days in advance, payment in full is required at the time of acceptance. Payment should be sent directly to the following address: All funds quoted in USD

Chicago Drone Light Shows  
3999 E. Hupp Road, Bldg R-3-1  
La Porte, IN 46350

### INSURANCE

CDLS will provide liability insurance coverage naming **the Village of Hawthorn Woods and the sponsor** or property owner as additional insured. \$10,000,000 Combined single limit. Nothing contained in this Agreement, shall constitute a waiver by the Customer of any right, privilege or defense available to Customer under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

### FEES AND TAXES

Price quoted excludes taxes and it is noted that Customer is a tax exempt governmental entity. .

### SHOW SAFETY, WEATHER, GPS, AND COMMUNICATION

The Pilot in Command (PIC) is the ultimate authority regarding flight safety. CDLS will only operate a show under safe conditions. Shows cannot be operated in precipitation or winds in excess of 23 miles per hour. Occasionally, drone sensors detect abnormalities and for safety reasons the flight controller may instruct affected drones to land or not takeoff. It is possible that all drones may not participate in a show. CDLS supplies spare drones in order to maximize the number of drones available for flight.

Customer initials:



A stable electromagnetic environment is critical to successful Drone Show operation. Show operations require a strong and clear GPS signal, a clear radio communication frequency (902-928MHz in North America), and no magnetic field anomalies. Without them, the Drone Show will be cancelled.

Customer initials:

Handwritten initials in black ink, appearing to be "JW".

Chicago Drone Light Shows  
3999 E. Hupp Road Bldg R31

[www.chicagodronelights.com](http://www.chicagodronelights.com)  
La Porte IN

219-393-5051  
46350



**CANCELLATION**

Any cancellation of CDLS's services is subject to a cancellation charge. All cancellations shall be in writing and shall not be effective until received by CDLS. A charge equal to 30% of the estimated total invoice will be in effect if cancellation is made more than 30 days prior to the Show Date. Cancellations made within 30 days of Show Date are not eligible for a refund of any kind, except for weather and pandemic cancellations. No refunds are made for cancellations due to PIC safety concerns, electromagnetic interference, or failure of Customer to deliver Responsible Items, under any circumstances.

**PANDEMIC CANCELLATION**

Should government imposed pandemic restrictions result in cancellation of the Drone Show, CDLS will work with Customer to reschedule the Drone Show to a mutually acceptable date. There will be no extra charge except for any additional direct expenses (travel, freight, etc) incurred by CDLS due to the change in Show Date.

**WEATHER CANCELLATION**

Should adverse weather conditions result in cancellation of the Drone Show, Customer has the option to either 1) receive a 50% refund or 2) reschedule the Drone Show to a mutually acceptable date. For rescheduling occurring prior to either equipment or personnel departing for the Drone Show, Rescheduled shows must occur within one year of original Show Date.

**LIMITATION OF WARRANTY AND LIABILITY**

CDLS shall not be liable for any loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts and labor disputes of any kind or description, ~~fire~~, failure of transportation, inability to obtain the services of others, the failure of others to deliver services or facilities, ~~the failure of machinery or equipment, any matter beyond CDLS's control, malfeasance or nonfeasance by CDLS's employees, agents or contractors, and all other causes whatsoever.~~ Further, CDLS shall not be responsible for any direct or indirect damage or loss and any consequential losses of any type or description of the Customer. THE PROVISIONS HEREIN ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

OK  
[Handwritten initials]

**CHOICE OF LAW**

This agreement shall be governed by, and construed in accordance with, the laws of the State of ~~Indiana~~ Illinois. In the event of litigation, the place of venue shall be in the County of Lake in the State of Illinois.

**ENTIRE AGREEMENT**

This Agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement

Accepted by Customer:

On behalf of Chicago Drone Light Shows, Inc.:

Signature

Village of Hawthorn Woods  
Organization

8/20/24  
Date

Signature

Zack James  
Chicago Drone Light Shows, Inc.

Pamela Newton  
Name

Chief Operating Officer  
Title



## Appendix A

### Customer Responsibilities

- A secure, dedicated Take Off and Landing Zone (TOLZ) for the drones. All spectators and non-flight crew personnel must always remain a minimum of 100 feet away from any drone.
- A secure Flight Operations Area (FOA) which includes the area in which Drone Show occurs along with a surrounding Safety Zone. SZ dimensions are determined by the altitude at which the drones fly; the exact location and dimensions of the FOA and SZ are to be agreed in advance by CDLS and Customer. Only flight crew personnel are allowed in the FOA and SZ during flight. Customer is responsible for establishing and maintaining a secure perimeter for the FOA and SZ.
- A site plan showing location of spectators and FOA options no later than 90 days prior to Show Date.
- Final approval of show site layout and show time two weeks prior to the Drone Show.
- Final approval of show content no later than two weeks prior to the Drone Show.
- Full access to show site at least six hours prior to show time.
- Authorization for use of any logos or images used in the Drone Show.