

ORDINANCE NO. 2451-25

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

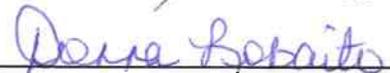
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor be, and the same is, hereby authorized and directed to execute an agreement with Oh Yes in substantially the form attached hereto as Exhibit "A," and, by this reference, made a part hereof. The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

AYES: Kaiser, McCarthy, Rychlik, Bayler, Hurst, Roman

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: February 24, 2025

APPROVED: February 24, 2025



**Real. Fun. Live. Music**

matt@pabcormmanagement.com

847.652.6800

**Engagement Contract**

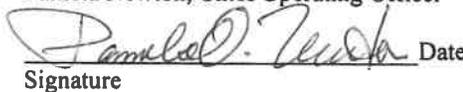
THIS AGREEMENT for the personal services of musicians on the engagement described below, made this 15<sup>th</sup> day of January 2025, between the undersigned Purchaser of Musical Services (hereinafter referred to as "Purchaser") and MP Music LLC d/b/a Oh Yes Band, (hereinafter referred to as "Artist".) 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 20, 2025
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. **SOUND – Sound and stage lighting will be provided by 12V Electronic LLC 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 12V Electronics LLC on the night of event. MP MUSIC LLC dba as Oh Yes! Band has the right and authority to change production company if 12V Electronics LLC becomes unavailable. Substitute production company to be comparable and Purchaser agrees to pay so long as the price remains the same at \$550 – If Purchaser elects to provide sound and production then MP MUSIC LLC needs to approve company and equipment being used.**
  - D. 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 ONE continuous tent, 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 20<sup>th</sup>. 2025
- 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.

Pamela Newton, Chief Operating Officer

 Date 3/3/25 PRINT NAME Pamela O. Newton  
Signature

MP Music LLC  
An Illinois limited liability company.

By:  MATTHEW PABLECAS, its manager