



LFC Entertainment Group of Orland Park  
P.O. Box 2231  
Orland Park, IL 60462  
ph (630) 294-7132  
cell (312) 520-3613  
www.LibidoFunkCircus.com  
Info@LFCEntertainment.com

## BOOKING AGREEMENT

**THIS AGREEMENT** for the services of performing artists described below effective on the **4th** day of **March 2021**, between the undersigned Purchaser of performance services (hereinafter called "Purchaser") and the undersigned Artist or ensemble and/or its agent (hereinafter called "Artist") The Purchaser hereby engages the Artist and Artist hereby agrees to perform the engagement hereinafter provided with all of the terms and conditions herein set forth including those entitled "Additional Terms and Conditions":

- 1. NAME OF ARTIST:** Libido Funk Circus / LFC Entertainment Group of Orland Pk.
- 2. PURCHASER INFO:** Richard Boehm, Village Manager, 8999 W. 123<sup>rd</sup> St., Palos Park, IL 60464
- 3. ADDRESS OF ENGAGEMENT:** Autumn in the Park Festival; Village Green, 8901 W. 123<sup>rd</sup> St., Palos Park, IL; www.palospark.org; Day of Contact: Mike Sibrava 708.259.0521; Booking Contact: Sally Kinney skinney@palospark.org; 708-671-3705
- 4. DATE(S) OF ENGAGEMENT:** Friday, September 17<sup>th</sup>, 2021
- 5. PERFORMANCE DETAILS/TIMELINE:** Artist will perform 2 sets between 7-10:30pm; w/one 30-minute break
- 6. PRICE AGREED UPON:** \$3,500 (THIRTY-FIVE HUNDRED) guarantee, RAIN OR SHINE

### **PAYMENT TERMS:**

**Signed Agreement:** A signed Agreement is required within three (3) business days of the Effective Date of this Agreement.

**Initial Payment:** A fifty percent (50%) Initial Payment is due within ten (10) business days of the Effective Date of the Agreement. Please note that twenty percent (20%) of this initial payment is compensation for LFC Entertainment Group of Orland Pk.'s Administrative Fee (hereinafter referred to as Administrative Fee), which includes scheduling and committing to the engagement, foregoing pursuit of other opportunities at the time of engagement, performance planning, financial and other commitments made to performers, sound engineers and others who are integral to Libido Funk Circus' services at the engagement, which occur prior to the engagement. Therefore, this portion of the Initial Payment is fully earned prior to the engagement and is non-refundable under any circumstances. If Initial Payment has not been received within the time specified, Artist has the right to terminate this Agreement without any further obligation.

**INITIAL PAYMENT:** \$1,750 Due within ten (10) business days of the Effective Date of Agreement

**BALANCE:** \$1,750 Balance due day of event, prior to performance

**METHODS OF PAYMENT:** Accepted forms of payment are cash, check, credit cards or electronic payments (QuickPay/Zelle, PayPal or Venmo). A 3% processing fee is added to all payments via credit card, PayPal or Venmo. QuickPay/Zelle, PayPal and Venmo payments can be sent to Info@LFCEntertainment.com

Credit cards are paid online by Purchaser upon receipt of emailed invoice (Purchaser must request invoice, if paying by CC).

Checks payable to: LFC ENTERTAINMENT GROUP OF ORLAND PK and sent to address above.

### **TERMS AND CONDITIONS**

#### **Production Details**

**Load-in/Set Up:** Artist crew arrives on-site 90-120 minutes prior to Artist performance time for load-in/set-up. Please provide parking for up to 6 vehicles, plus box truck. Purchaser shall provide parking space for box truck in a location in close proximity to and with direct access to the performance area.

**Sound System:** a high-quality, professional sound system will be provided by Sound Works; 815.469.0000; www.SoundWorksPro.com to meet Artist's specifications.

**Lighting:** Purchaser will provide a basic lighting system to illuminate the stage or Artist's performance area. Artist may provide supplemental self-contained lighting

**Stage:** Purchaser will provide a stage for performance. Ideal stage size is 20' wide by 16' deep. Minimum stage requirement is 16' wide by 16' (see Rider for details).

**Accommodations/Incidental Expenses:**

**Parking:** Purchaser assumes all parking expenses at venue for Artist and crew related to production of the engagement. 6 vehicles and 1 box truck are standard, per engagement. If complimentary parking is not available on-site, Purchaser will be invoiced after commencement of engagement of actual expenses. Copies of parking expense receipts will be provided to Purchaser upon invoicing.

**Meals/Refreshments:**

- Please provide enclosed tent (or other suitable equivalent) in close proximity to stage for costume changes (we have alternatives if this is not feasible. See Rider)
- Please also provide portable restroom dedicated to band, crew and production use only in close proximity to stage
- Artist requests bottled water and soda provided at no cost to Artist prior to and during performance. (see Rider).

**Special Accommodations- Artist (COVID-19):** The following provisions are necessary for Artist to fulfill Agreement if COVID-19 restrictions are necessary at the time of engagement. Should Purchaser be in default of one or more of the agreed conditions below, Artist's obligation with respect to the affected performance(s) shall be excused and Artist shall have no liability to Purchaser in connection therewith. Artist's compensation shall in no way be affected by any cancellations, delays in performance or halted performance and Purchaser is liable for full monies due as described in the terms and payment schedule of this agreement.


- a minimum of 4ft elevated stage
- plastic fencing barricade or stanchions (or equivalent physical barricade approved by Artist prior to engagement date) a minimum of 6-8ft in front of stage, around sides and in back of stage, completely enclosing stage off from public access
- in the event of inclement weather, the Artist shall not move to alternate location and no rescheduling of event is permitted (for outdoor performances)
- direct access to backstage from load in area, or within very close proximity (for outdoor performances)
- a portable restroom within backstage area dedicated to band and crew only (for outdoor performances)
- parking accommodations within close proximity to backstage access or stage area, for 1 box truck and 6 vehicles

**The foregoing terms are incorporated into and made part of this agreement. Furthermore, the parties hereby agree to the following terms:**

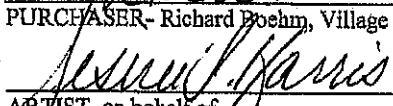
- Overtime:** Overtime rate begins after contracted end time, regardless of the start time of the performance. If Purchaser exercises option of adding Overtime performance time, Purchaser agrees to sign an Overtime Agreement Form on site confirming rate of overtime and agreement to pay overtime rate immediately after performance. Payment for overtime will only be accepted on the date of the engagement, no exceptions. Overtime rate for Artist for one ½ hour is six hundred (\$600) dollars.
- Cancellation:** If engagement(s) is/are cancelled by the Purchaser for any reason more than one hundred eighty (180) days prior to the engagement date, the Initial Payment will be nonrefundable unless an engagement of equal value can be secured upon written notice of cancellation by Purchaser, Artist will make every attempt in good faith to secure a replacement engagement. In the event that a replacement engagement is secured of equal value, Purchaser will be entitled to a refund of all monies paid less twenty (20%) percent of the total Agreement price which will be non-refundable and shall serve as an Administrative Fee. If the engagement(s) is/are cancelled by the Purchaser for any reason within one hundred eighty (180) days prior to the engagement, then the remaining balance due on the Agreement will be due immediately, unless the Artist secures an engagement of equal or greater value for the same date and time. The Purchaser will be responsible for the difference in Agreement prices if the value of the new Agreement is less than the original, plus the Administrative Fee equal to twenty (20%) percent of the total Agreement price.
- Weather:** It is understood that this agreement is rain or shine. For outdoor performances, the Purchaser shall provide a tent with sidewalls in the event of inclement weather. Artist is not held responsible if accommodations for inclement weather are not pre-arranged by Purchaser. Artist reserves the right, in good faith, to stop or cancel the performance should weather pose a potential danger to the Artist, Artist's equipment or the audience. Artist shall be the sole judge of whether the engagement must be delayed, shortened or cancelled. Every effort will be made to continue the performance to the contracted end time. However, safety is paramount in all decisions and the Artist shall not perform in unsafe conditions under any circumstances. Specifically, outdoor performances shall not be performed if lightning is present or if rainy or other wet conditions may give rise to electrical shock. Artist's compensation shall in no way be affected by any cancellations, delays in performance or halted performance due to weather or unsafe conditions.
- Technical/Hospitality Rider:** Purchaser has been provided a copy of Artist's technical and hospitality rider. All riders attached herein are made part of this Agreement. Purchaser agrees to the conditions set forth herein, unless Artist and Purchaser determine mutually agreed upon modifications, altered in writing and agreed otherwise.
- Force Majeure:** If Artist's performance(s) is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, acts of God, riots, strikes, labor difficulties, epidemics, earthquakes, hurricanes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Artist's control, then Artist's obligation with respect to the affected performance(s) shall be

excused and Artist shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing, and able to perform, Purchaser shall remain liable to pay the Artist the total Agreement price plus any compensation called for in the Purchaser's Agreement regardless of the occurrence of any of the foregoing events. Inclement weather shall not be deemed a Force Majeure event and Purchaser shall remain liable for payment to Artist for the full agreed upon compensation due hereunder if the performance is rendered impossible, infeasible or unsafe by such weather conditions. Should any of the foregoing events occur, it shall be the sole responsibility of the Purchaser to provide an alternative venue in compliance with Section (h) below for the performance of the Artist. For purposes of this provision and all other provisions of this Agreement, the term Artist shall include Artist or any member thereof. In the event of Artist(s) failure or inability to perform, Artist, upon written request of Purchaser, will employ best efforts to obtain replacement Artist(s), subject to Purchaser's written approval.

- f) **Insurance:** Purchaser shall obtain and maintain, at its own expense, adequate personal injury and property damage liability insurance coverage and such coverage shall extend to all activities related to Artist's engagement and performance, including time of set up and tear down. Except for claims arising from Artist's willful or intentional acts, Purchaser shall indemnify Artist for any third-party claims.
- g) **Safety of Artist's Equipment:** Purchaser agrees to provide all reasonable and necessary steps and precautions required to provide security measures to protect Artist's property while said property remains at Purchaser's place of business and/or the venue for the performance. Purchaser further agrees to secure its premises against loss or damage to Artist's property while said property remains at Purchaser's place of business. Any loss of such property will be the responsibility of Purchaser and Artist shall be entitled to reimbursement from Purchaser of the current value any such lost property.
- h) **Performance Area/Electricity/Safe Conditions/Delayed Performances:** Unless otherwise indicated, Purchaser shall provide Artist with an adequate stage or flat staging areas as well as electrical requirements necessary to perform the show. In no instance shall the Artist be responsible for electricity or it's cost. Purchaser is solely responsible for providing and making all arrangement for adequate electricity prior to engagement. Artist's compensation shall in no way be affected by any cancellations, delays in performance or halted performance due to inadequate electrical provisions or unsafe electrical conditions at venue or provided by Purchaser (see Rider for more details). Should any delays in timeline at engagement occur causing delayed start time for Artist due to reason's beyond Artist's control and if Artist is ready, willing and able to perform, Artist's compensation shall in no way be affected by any delays or halted performances.
- i) **Substitution:** Artist shall provide an adequate number of performers to provide the services required hereunder. Unless otherwise specified in writing, Artist has the absolute right to substitute any members of the Artist. Any such substitutions will not alter the overall quality of the performance.
- j) **Authority:** The undersigned represents that it has the authority to bind Purchaser to the terms hereunder. Further, Purchaser shall be deemed to include the undersigned and the undersigned and Purchaser shall be deemed jointly and severally liable for compliance with the terms and conditions set forth herein. Purchaser may not assign this agreement without the written consent of Artist. Any attempt to do so shall be deemed void and unenforceable. In addition, the representative and/or agent of the Artist hereby represents that such person is duly authorized to bind Artist to the provisions of this Agreement. It is expressly understood and agreed that in acting hereunder in the capacity of representative or agent of Artist, said person shall not be personally liable or responsible in any way for any failure by Artist to adequately perform or comply with any term or condition hereof.
- k) **Remedies:** Each of the terms and conditions of this Agreement is of the essence of the agreement and necessary for Artist's performance. Failure of Purchaser to fulfill any such term or condition will subject Purchaser to liquidated damages in any amount equal to the full Agreement price as well as all costs, including but not limited to attorney's fees and court costs incurred by Artist as a result thereof, as well as other charges including but not limited to any loss of Artist's good will resulting from Purchaser's default. In addition, Purchaser agrees to pay all costs associated with the return of NSF check to LFC Entertainment Group of Orland Pk.
- l) **Changes to Agreement:** This agreement sets forth the entire understanding between the parties with respect to the subject matter thereof, and no modification, amendment, waiver, termination or discharge of this agreement or any provisions thereof shall be binding upon either party unless confirmed by a written instrument signed by both parties. No waiver any provision of, or default under this agreement shall affect either party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar.
- m) **Jurisdiction:** This agreement shall be governed by the laws and statutes of the state of Illinois. If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this agreement shall remain in full force and effect.
- n) **Independent Contractor:** Artist is not an employee of Purchaser and executes this Agreement as an independent contractor.

  
PURCHASER- Richard Boehm, Village Manager

3/9/2021  
Date

  
ARTIST, on behalf of  
LFC ENTERTAINMENT GROUP OF ORLAND PK.

3/11/2021  
Date