

IMAJE RECORDS CONTRACT

This agreement made this Sunday February 21, 2021 is entered into by and between IMAJE Records, Inc., representing Mike & Joe, hereinafter referred to as "Artist," and Village of Palos Park, hereinafter referred to as "Purchaser," under the following conditions and terms:

- 1. Date of engagement: Saturday, September 18, 2021
- 2. Name of Event: Autumn In The Park Festival 2021 (Palos Park, IL)
- 3. What website you would like Artist to use in public advertising? Village and Bands websites
- 4. Name and address of venue/space where event will occur: _____
Village Green - 8901 W 123rd Street, Palos Park

Specific location within event space if any: Immediately south of Palos Park Recreation Center

- 5. Will there be a band playing before Mike & Joe? (Select One) YES NO

If YES, how much time between bands? 1.5 Hours

- 6. Event Coordinator:

Name: Rick Boehm Tel: 708.921.5087
rboehm@palospark.org
 E-mail: _____

- 7. Times: Event start/finish: 11:00A - 11:00P Artist start/finish (*): 7:30P - 10:30P

(*) 2 x 75 minute sets with a 30 minute break in between sets

- 8. Production and Sound (Select One):

Sound provided by:	Purchaser	<input checked="" type="checkbox"/>	Artist	Venue	N/A
Lighting provided by:	Purchaser	<input checked="" type="checkbox"/>	Artist	Venue	N/A
Stage provided by:	Purchaser	<input checked="" type="checkbox"/>	Artist	Venue	N/A
Power/Generator provided by:	Purchaser	<input checked="" type="checkbox"/>	Artist	Venue	N/A

- 9. What is a day of show cell phone number Artist can call if needed? Mike Sibrava 708.259.0521

- 10. Person(s) making performance arrangements: Mike Sibrava or Rick Boehm

- 11. Person representing Purchaser insuring payment: Rick Boehm

- 12. Performance Fee agreed upon: **\$4,000.00.**

Payable from Purchaser to Artist in cash or by check in consideration of services performed by Artist. Payment is due in full on the date of performance before performance begins. Make amount payable to IMAJE Records Inc. FEIN—35-1942042

Amounts may be sent to:

IMAJE Records, Inc,
c/o Mike Notaro
1247 N Race Ave
Arlington Heights, IL 60004
Make checks payable to IMAJE Records Inc.

13. Other Provisions:

- Purchaser may pay any amounts by credit card, and a 3.5% surcharge will be added to those amounts.
 - Purchaser will provide all staging, sound, and lighting for performance.
 - Artist requires stage monitor(s) for the drummer. That monitor can be either one monitor with two 18 inch speakers, or two monitors with a single 18 inch speaker in each. Please be sure the production provider provides this as part of the sound rig.
 - Purchaser will provide and pay for parking for 4 vehicles. Please arrange for this and provide instructions in advance of Artists arrival.
14. Purchaser agrees that this contract will serve as an invoice for the full amount due.
15. Commencement of engagement together with physical or electronic delivery of this contract shall be verification of agreement to all items by Purchaser.
16. Purchaser hereby assumes responsibility for his guests, customers, and staff, and agrees to maintain conditions that will not inhibit the performance of Artist, nor cause loss, injury, or damage to Artist or Artist's equipment.
17. The Purchaser hereby agrees to replace or repair any of the Artist's equipment that may be stolen or damaged by purchaser or by any guests, customers, or staff.
18. Artist reserves the right to refuse to perform outdoors if conditions are unsafe for an outdoor performance. Factors that may make conditions unsafe include rain, cold, wind, or other weather related or environmental factors. Because unsafe conditions may place the Artists life and/or well being in jeopardy, Artist reserves the right to make a final decision regarding safe or unsafe conditions. In the event Artist does not perform due to unsafe conditions, Performance Fee is nevertheless due in full.
19. Purchaser or authorized representative thereof signing this contract acknowledges his or her authority to do so and hereby assumes liability jointly and severally with Purchaser for the terms and conditions stated herein.
20. Purchaser may not cancel or change this agreement without written authorization from Artist, and unauthorized change or cancellation by Purchaser shall be considered breach of contract.
21. Should Purchaser breach this contract, all other contracts between Artist and Purchaser shall be accelerated to the date of breach, and shall come due and payable in full as of the date of breach
22. Should the Purchaser breach this contract, he shall be liable for and pay to Artist the full Performance Fee agreed upon stated in item number 12 above. If the Performance Fee agreed upon is not a flat fee, but instead is to be figured as a percentage of Gross Box Office Receipts or by some other formula, then Purchaser shall pay liquidated damages to Artist in the amount of \$5,000.00.
23. In the event that suit must be instituted to enforce payment of any amount under this contract, Purchaser shall pay the Performance Fee agreed upon, 15% interest from the date of breach, court costs, and all attorney/legal fees, which shall be entered as part of the cost.
24. Artist agrees to furnish entertainment services subject to the conditions herein. Failure of Artist to perform shall subject Artist to direct liability in damages to Purchaser on any missed engagements. The only reasons for non-performance, freeing the Artist from liability, are: upon the disability, death, or sickness of any Artist member, transportation problems including un-travelable weather, automobile breakdown, delays caused by roadway construction or detours resulting from roadway construction, or any unforeseeable problems beyond Artist's control.

25. Because of the variety of variables involved in live music production, Artist does not make any guarantee regarding switchover time from one act to another. If Purchaser chooses to have an act perform before Artist, then Purchaser agrees that Purchaser has created a situation that may result in Artist not being able to start at the time agreed. Artist does agree to try in good faith to switch in the amount of time allotted by Purchaser. However, no penalty shall be levied for failure to switch over in any particular amount of time, and Purchaser agrees to forfeit any extra time it takes Artist to begin performance.
26. Artist shall have the right, but not the obligation to sell souvenir items, including clothing or recordings, at the performance and the receipts hereof belong solely to Artist.
27. Purchaser agrees to indemnify and hold harmless Artist, from any and all liability or loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any Federal, State, County, or City statute, code or regulation.
28. This contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision(s) of this contract is held to be invalid or not enforceable under the law, the other provisions will, nevertheless, continue in full force and effect.
29. **FORCE MAJEURE**. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to infection or any federal, state, or local government mandated restrictions imposed because of the effects of the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this agreement and which would render either party in a state of non-compliance with such restrictions. Both parties agree to re-schedule the performance to the best of their ability, at a later date.

I HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND THE TERMS AND CONDITIONS CONTAINED HEREIN AND AGREE TO ALL OF ITS PROVISIONS.

Aaron Streich 02/21/2021
Aaron Streich for Date
IMAGE Records, Inc

R B Boeh 3/9/2021
Authorized Representative Date

RICHARD B. BOEHM, VILLAGE MANAGER
Print Name and Title