

Maggie Speaks Presents:

FINAL SAY

MAGGIE SPEAKS

SPOKEN FOUR

Maggie Speaks, Inc.
 3908 Royal Portrush Dr.
 Naperville, IL 60564
 O: (815) 230-3770
 F: (888) 376-6537
 sales@magevents.com
 FEIN: 03-0389505

ARTIST PUBLIC ENGAGEMENT AGREEMENT

ARTIST:	Maggie Speaks (owned & operated by Maggie Speaks, Inc.)		
EVENT DATE:	Friday September 19, 2014		
EVENT NAME:	Autumn in the Park Festival		
EVENT DESCRIPTION:	Festival		
EVENT WEBSITE:	N/A		
PURCHASER INFORMATION			
PURCHASER NAME:	Richard Boehm		
PURCHASER COMPANY:	Village of Palos Park		
PURCHASER ADDRESS:	8999 W. 123 rd Street Palos Park		
PHONE:	708-674-3746	EMAIL:	bmaziarek@palospark.org
PLANNING CONTACT:	Barb Maziarek		COMPANY: Village of Palos Park
PHONE:	708-674-3746	EMAIL:	bmaziarek@palospark.org
VENUE INFORMATION			
VENUE NAME:	Village of Palos Park Green		
VENUE ADDRESS:	8999 W. 123 rd Street Palos Park, IL 60464		
VENUE CONTACT:	Barb Maziarek		EMAIL: bmaziarek@palospark.org
PHONE:	708-674-3746		
PAYMENT SCHEDULE			
TOTAL COMPENSATION:	\$4,000 (Four Thousand Dollars)		
OVERTIME RATE:	\$1,000 per Half Hour		
DEPOSIT AMOUNT:	\$2,000 (Two Thousand Dollars)	DUE DATE:	10/19/14
BALANCE AMOUNT:	\$2,000 (Two Thousand Dollars)	DUE DATE:	09/19/14
CHECK PAYABLE TO:	Maggie Speaks		
<i>All Balance Payments are due at least one hour prior to performance.</i>			
<i>All major credit cards are accepted. Please note that a 4% processing fee is added to all credit card transactions.</i>			
<i>Overtime may be requested at the above mentioned rate and is payable at the conclusion of the performance.</i>			
PRODUCTION PROVIDER DETAILS (ARTIST / PURCHASER)			
SOUND:	PURCHASER	LIGHTS:	PURCHASER
STAGE:	PURCHASER	BACKLINE:	ARTIST
<i>If PURCHASER is providing any of the above elements, they must also provide a qualified operator that is familiar with the equipment.</i>			
<i>For staging, if an actual stage is not provided, flat ground is acceptable to the ARTIST for most engagements.</i>			
INCIDENTAL EXPENSES (ARTIST / PURCHASER)			
MEALS:	PURCHASER	# of MEALS:	7
PARKING:	ARTIST	# of CARS:	N/A
<i>Other Incidental Expenses:</i>			
<i>Well balanced hot meals are preferred by the ARTIST whenever possible. Please allow the artist enough time to eat before the performance.</i>			
<i>Any parking fees due should be included in the final balance payment.</i>			
EVENT TIMING			
LOAD IN:	6:30PM	STAIRS (Y/N):	NO
QUICK TURN (Y/N):	NO		
SOUNDCHECK:	PRIOR TO 7:00PM		
DOORS:			
SHOW:	7:30-10:30PM		
PERFORMANCE / ADDITIONAL DETAILS			
The Artist responsibilities will be as follows:			
<ul style="list-style-type: none"> Perform 2.5 hours of live music over a 3 hour period ending no later than 10:30 PM. Specific time schedule to be determined through mutual agreement between the ARTIST and the PURCHASER 			

FOR OFFICE USE ONLY			
DEPOSIT RECEIVED:	AMOUNT:	CHECK #:	RECEIVED BY:

Maggie Speaks Presents:

FINAL SAY

MAGGIE SPEAKS

SPOKEN FOUR

Maggie Speaks, Inc.
3908 Royal Portrush Dr.
Naperville, IL 60564
O: (815) 230-3770
F: (888) 376-6537
sales@magevents.com
FEIN: 03-0389505

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

Conditions of Performance:

- a) Any prevention, delay or stoppage of the performance which is due to strikes, inability to obtain materials, equipment or reasonable substitutes thereof, acts of God, including but not limited to, rain, lightning, or other inclement weather, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse the performance of Artist. If any of the foregoing events prevents Artist from arriving at the location of the performance, Artist shall not be liable for any consequential damages and Purchaser's sole remedy shall be a refund of any deposit paid by Purchaser. If any of the foregoing events occur after Artist's arrival at the location or during the performance Artist shall be entitled to the full compensation as set forth above and no refund of any amounts paid hereunder shall be due or owing to Purchaser. Should any of the foregoing events occur, it shall be the sole responsibility of Purchaser to provide an alternative venue in compliance with Section (d) below for the performance of Artist
- b) Artist maintains Public Liability Insurance coverage to protect the Artist against injuries to person(s) and/or property resulting from Artist's participation or performance of said engagement which is the subject of this Agreement. Should Purchaser need to be added as an additional insured on the policy, Purchaser agrees to pay a fee of \$125 (one hundred twenty-five dollars) to Artist in order for a certificate of additional insured on the Artist's policy to be issued.
- c) 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 of any such lost property.
- d) Unless otherwise indicated, Purchaser shall provide Artist with an adequate stage or flat staging area as well as electrical requirements necessary to perform the show. However, Artist shall not perform in unsafe conditions. Specifically outdoor performances shall not be performed in rainy or other wet conditions which may give rise to electrical shock.
- e) 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 so long as it complies with this Section (e).
- f) 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.
- g) Cancellation: If the Production(s) is/are canceled by the Purchaser for any reason more than one hundred eighty (180) days prior to the event date, the deposit will be nonrefundable unless an event 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 event. In the event that a replacement event is secured of equal value, Purchaser will be entitled to a refund of all monies paid less ten (10%) percent of the agreement price which will be non-refundable and shall serve as an administrative fee. If the Production(s) is/are cancelled by the Purchaser for any reason within one hundred eighty (180) days prior to the event, the remaining balance due on the Agreement will be due unless the Artist secures a performance of equal or greater value for that same date and time. The Purchaser will be responsible for the difference in Agreement prices if the value of

Maggie Speaks Presents:


FINAL SAY


MAGGIE SPEAKS


SPOKEN FOUR


Maggie Speaks, Inc.
3908 Royal Portrush Dr.
Naperville, IL 60564
O: (815) 230-3770
F: (888) 376-6537
sales@magevents.com
FEIN: 03-0389505

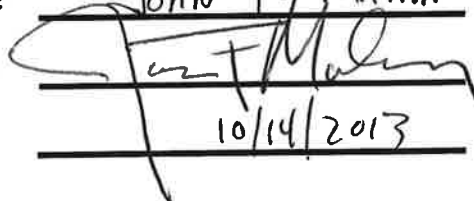
the new agreement is less than the original plus an administrative fee equal to ten (10%) percent of the total agreement price.

- h) Each of the terms and conditions of this contract 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 contract price as well as all costs, including but not limited to attorneys' fees and court costs incurred by Artist as a result thereof, as well other charges including but not limited to any loss of Artist's good will resulting from Purchaser's default.
- i) 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 of 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.
- j) 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.
- k) This agreement may be executed in multiple counterparts and be delivered by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By signing below, the parties agree to be bound by the terms and conditions set forth herein:

AGREED AND ACCEPTED:

Artist: David Calzaretta
Signature: 
Date: 10/09/2013

Purchaser: John F. Mahoney
Signature: 
Date: 10/14/2013