

**RESOLUTION
VILLAGE OF GILBERTS**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH DOUBLE D BOOKING,
INC. TO PROVIDE ENTERTAINMENT BOOKING AND STAGE MANAGEMENT
SERVICES FOR THE 2019 COMMUNITY DAYS**

WHEREAS, the Village of Gilberts (“*Village*”) anticipates hosting the 2019 Community Days (“*Community Days*”); and

WHEREAS, the Village desires to provide certain entertainment as part of Community Days; and

WHEREAS, the Village desires to enter an agreement with Double D Booking, Inc. to provide entertainment booking and stage management services for Community Days, a copy of which is attached to this Resolution as **Exhibit A (“*Agreement*”)**.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the Agreement and authorizes the Village Administrator to execute the Agreement and such other documents as are necessary.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 5 day of Feb 2019.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Elissa Kojzarek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Nancy Farrell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Jeanne Allen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Lou Hacker	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Guy Zambetti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Rick Zirk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED THIS 5 DAY OF Feb., 2019





Village President, Rick Zirk

ATTEST:



Village Clerk, Courtney Nicholas

Village of GILBERTS

CONTRACT FOR

Entertainment Booking and Stage Management Services

This Contract for entertainment booking and stage management services ("**Contract**") is dated as of the 5 day of Feb., 2019 and is by and between the Village of Gilberts, an Illinois municipal corporation ("**Village**") and Double D Booking, Inc., an Illinois corporation ("**Vendor**").

In consideration of the mutual covenants and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged and agreed, and pursuant to the Village's statutory powers, Village and Vendor hereby agree as follows:

1. SERVICES

A. Contract and Services. Vendor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract all of the following, all of which is herein referred to as the "**Services**":

1. Booking Services. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the booking of musical entertainment ("**Bands**") for the Gilberts Festival, May 31, June 1, June 2, 2019 ("**Event**") ("**Booking Services**") as follows:

- a. Subject to Section 1.B of this Contract, Vendor will contract with three Bands to perform for the duration of 60-90 minutes each starting at five o'clock p.m., six thirty p.m., and eight thirty p.m. on Friday, May 31, 2019. Vendor will contract with four Bands to perform for the duration of 90 minutes each starting at two thirty p.m., four thirty p.m., six thirty p.m., and eight thirty p.m. on Saturday, June 1, 2019. Vendor will contract with three Bands to perform for the duration of 120 minutes each starting at one p.m., three thirty p.m., and six p.m., on Sunday, June 2, 2019. Vendor will secure all ten Bands by December 31, 2018.

2. Stage Management Services. Vendor shall provide the following additional services for the Event:

- a. communicate all necessary details regarding the Event to the Bands scheduled to perform;
- b. communicate all necessary technical details required by the Bands to the sound engineering company in preparation for the Event;
- c. create a "Day of Show" sheet detailing the Band schedule for the sound and lighting technicians;
- d. coordinate with the sound engineering company and the Event production manager to ensure the stage and sound equipment are ready for the Event;
- e. ensure the Bands remain on schedule, assist the Bands with moving their equipment on and off the stage, maintain a safe and organize backstage space;
- f. pay each Band the fee required under its contract with Vendor (collectively, "**Stage Management Services**").

3. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

B. Approval of Bands. Vendor shall submit for the Village's approval a list of suggested Bands by December 31, 2018. If the Village rejects one or more of the proposed Bands, Vendor will submit alternate Bands for consideration. . It shall be the Village's sole discretion to choose which Bands perform at the Event.

C. Responsibility for Damage or Loss. Vendor shall be responsible and liable for any loss or injury suffered by the Village, or other property or persons as a result of any negligent actions or omissions of Vendor to the extent allowed under Illinois law..

2. Contract Price

Vendor shall take in full payment for all Services and other matters set forth under Section 1 of this Contract above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Contract Price. For providing, performing, and completing all Services, a total lump sum not to exceed ("**Contract Price**");

\$18,450.00

B. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

1. Vendor to Submit Invoices. Vendor will submit two invoices to the Village no later than March 1, 2019. Each date of the Event will have a corresponding invoice itemizing the Stage Management Services and Booking Services provided on that date. The total sum of the combined invoiced amounts must not exceed the Contract Price.

2. Village to Pay Vendor. The Village will make payment of undisputed amounts on each of the two invoices by two separate checks, one tendered to Vendor on April 12, 2019 and the other tendered to Vendor on May 31, 2019.

C. Payment Subject to Performance. All payments will be subject to deduction or setoff by reason of any failure of Vendor to perform under this Contract. In the event that a Band fails to perform and Vendor fails to provide an alternate Band deemed acceptable by the Village, the Contract Price and the invoice for the date on which the Band was scheduled to perform will be amended to subtract the fees for that Band.

3. Indemnification

Vendor shall indemnify, hold harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of Vendor's performance of, or failure to perform, the Services or failure to meet the representations and warranties set forth in Section 4 of this Contract, including any damages, liability, claims, losses, and expenses that may arise, or be alleged to have arisen, out of or in connection with Vendor's agreements with the Bands.

4. Vendor's Representations and Warranties

Vendor hereby represents and warrants as follows:

A. Vendor Obligation to Bands. Vendor warrants that its agreements with the Bands are between Vendor and the Bands and that the Village did not participate in any negotiations and is not party to any agreements between Vendor and the Bands. Vendor warrants that it will fulfill all its obligations, including rendering payment, to the Bands under the terms of the agreements made between Vendor and the Bands.

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Vendor shall be bound by all applicable federal and state laws and local ordinances as they may be modified or amended from time to time including without limitation any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification.

C. Not Barred. Vendor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Vendor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Vendor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Vendor has the requisite experience, ability, organization, and staff to enable Vendor to perform the Services successfully and promptly and to commence and complete the Services within the Contract Price.

5. Acknowledgements

Vendor acknowledges and agrees that:

A. Reliance. Village is relying on all warranties, representations, and statements made by Vendor in this Contract.

B. Remedies. Each of the rights and remedies reserved to Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

C. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

D. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Services by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Village; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

E. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

F. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

G. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Vendor except upon the prior written consent of the Village.

H. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Venue for any dispute relating to this Contract will be in the courts of Kane County, Illinois. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

I. Independent Contractor Status. Vendor understands, acknowledges and agrees that the relationship of Vendor to the Village arising out of this Agreement shall be that of independent contractor. It is understood that neither Vendor nor any of Vendor's officers, directors, owners, employees or agents, including the Bands, is an employee of the Village and is therefore not entitled to any benefits provided by the Village to its employees. It is further understood by Vendor that neither Vendor nor any of its officers, directors, owners, employees or agents, or the Bands, will be covered under provisions of the workers compensation insurance of the Village and that any injury or property damage on the job will not be the Village's responsibility, except in cases where such injury or damage is the fault of the Village. Also, it is understood that neither Vendor nor any of its officers, directors, owners, employees or agents, or the Bands, is protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the Village and, therefore, will be solely responsible for its own actions. The hiring of qualified personnel to provide the Services shall be the sole responsibility of Vendor, as shall the discipline and discharge of such personnel. Vendor shall be solely responsible for compensating its personnel and the Bands. Neither Vendor nor its employees shall hold themselves out to members of the public as employees of the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this 5 day of February, ~~2018~~ 2019

ATTEST:



Village Clerk

Village OF GILBERTS



By:

Village Manager

ATTEST:

DOUBLE D BOOKING, INC.



By:

Agent with Double D Booking

Title:

