

Orland Park Public Library
14921 Ravinia Ave.
Orland Park, IL 60462
708-428-5100

ORLAND PARK PUBLIC LIBRARY ENTERTAINMENT AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20___, by and between the Orland Park Public Library (hereinafter referred to as the "Library") and _____ (collectively hereinafter referred to as "Artist/Performer"). The Library and Artist/Performer shall collectively be referred to as the "Parties."

For good and valuable consideration, the Parties agree as follows:

1. TERMS OF PERFORMANCE:

a. Name of Artist/Performer: _____

b. Agent/Company (if applicable): _____

c. Address: _____

d. Telephone: _____ Fax: _____

e. Email Address: _____

f. Date of Agreement: _____

g. Date of Performance: _____

h. Time of Performance: _____

i. Length of Performance: _____

j. Artist/Performer Shall Arrive By: _____

k. Description of Performance(s): _____

_____ ("Performance")

l. Location of Performance(s): _____

2. PAYMENT: The Library will pay Artist/Performer a flat fee of \$ _____ for the Performance in accordance with the Illinois Governmental Prompt Payment Act. It is expressly understood and agreed

to by the Artist/Performer that the Payment received under this Paragraph 2 shall also be deemed and is good and adequate consideration for the Artist/Performer's agreement to each and every term of this Agreement.

3. ACCOMMODATIONS, TRANSPORTATION AND MEALS: Payment for Artist/Performer's accommodations, transportation and meals is at the sole discretion of the Library. If the Library agrees to pay for travel, Artist/Performer will notify the Library of travel arrangements at least fourteen (14) days prior to the Performance. All such arrangements require the Library's written approval and require Artist/Performer to provide the Library with original receipts for reimbursement of actual expenses incurred. If applicable, payment for such arrangements will be made net thirty (30) days after the receipt by the Library's of the receipts but no earlier than net thirty (30) days after the Performance.

Accommodation expenses (WILL/WILL NOT) be paid by the Library, total expenses not to exceed \$_____.

Transportation expenses (WILL/WILL NOT) be paid by the Library, total expenses not to exceed \$_____.

Meal expenses (WILL/WILL NOT) be paid by the Library, total expenses not to exceed \$_____.

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4. ADDITIONAL COSTS: The Library shall provide or pay for only those items or services specifically indicated in this Agreement. No additional costs for items or services will be borne by the Library without its prior consent, specifically written herein or attached hereto as a rider.

5. INDEPENDENT CONTRACTOR: Artist/Performer understands and agrees that the relationship of Artist/Performer to the Library arising out of this Agreement shall be that of independent contractor. It is understood that Artist/Performer and/or its staff and employees are not employees of the Library and are, therefore, not entitled to any benefits provided employees of the Library. Artist/Performer shall be responsible for reporting and accounting for all state, federal, social security and local taxes, where applicable.

6. PERFORMANCE: Both Parties agree that timing, schedule and professionalism are paramount to a successful Performance. In the event that Artist/Performer is not ready to perform at the start time, or if any performing member(s) is/are not present, or if Artist/Performer arrives at the Performance Site in

such a condition as to appear to the Library or Library's agent or employee to be incapable of performing in a reasonably acceptable manner, then the Artist/Performer shall be deemed to have committed a material breach of this Agreement and the Library shall have the absolute right, in its sole discretion, to cancel the Performance or terminate the Performance in progress, and to refuse further payment of the Performance Fee, and to recover from the Artist/Performer the Performance Fee paid to date and all of its costs and expenses relating the Performance, including but not limited to any expenses incurred in the advertising, promotion, reservation and technical rentals and set-up of equipment or facilities for the Performance and any other out-of-pocket expenses incurred by the Library, including any attorneys fees and litigation expenses incurred to enforce the terms of this Agreement, as well as the right to enforce any other remedies allowed by law.

7. MERCHANDISE: Artist/Performer will not sell any products at the Performance, including but not limited to the sale of CDs, records, tapes or other mementos, unless agreed upon in advance in writing by the Library.

8. RESPONSIBILITY/PROPERTY DAMAGE: The Artist/Performer shall provide all of his/her own equipment required for the Performance and shall have sole responsibility and liability for any damage to, theft of or loss of Artist/Performer's equipment used prior to, during or after the Performance. The Artist/Performer will be responsible for any damage to the Library's property, including but not limited to, facilities or equipment caused by Artist/Performer or Artist/Performer's employees or agents.

9. INDEMNIFICATION: To the fullest extent permitted by law, the Artist/Performer agrees to defend, indemnify and hold harmless the Library, its appointed and elected officials, officers, past, current and future presidents and trustees, agents, attorneys, employees and volunteers (the "Library's Affiliates") against all injuries, death, losses, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses which may be brought or are brought against the Library and the Library's Affiliates relating to or arising out of any services performed by the Artist/Performer under this Agreement. The Library may choose to defend itself with its own attorneys in the event of any claim or litigation filed as a result of the acts or omissions of the Artist/Performer.

10. NON-INFRINGEMENT: The Artist/Performer agrees and represents that in performing under the terms of this Agreement, he/she are not infringing on the property right, copyright, patent right,

trademark or service mark right, protected image or likeness right, or any other right of any other person; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Performance or appearance is an infringement on the property right, copyright, patent right, trademark or service mark right, protected image or likeness right or other rights, Artist/Performer will indemnify the Library and the Library's Affiliates against any and all losses, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including payment of defense attorney fees and any award of plaintiff attorney fees, which may be brought or are brought against the Library and the Library's Affiliates relating to or arising out of such infringement. The Artist/Performer hereby grants to the Library the right to use the Artist/Performer's name, any photographs, pictures and the audio/visual recording of the Performance and of the Artist/Performer for publication and use as the Library deems appropriate.

11. TERMINATION: This Agreement may be terminated at any time by the Library and, in that event, the Library Director shall as soon as practical have notice of the termination given to Artist/Performer. In every event in which the Library Director shall terminate the services of Artist/Performer, Artist/Performer is obligated and agrees to refund the Library any monies paid to it by Library for services not rendered by Artist/Performer as of the date on which Artist/Performer shall receive notice of termination.

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12. LIMITATION ON ARTIST/PERFORMER'S REMEDIES AND DAMAGES. It is specifically recognized, understood and agreed between the Parties that in the event that the Library is in any way deemed to be in breach of this Agreement or any provisions or terms of it, the only claim, suit or action that may be brought against the Library, its officers, trustees, agents and employees is a breach of contract claim for money damages only, and that in the event of a violation by the Library of this Agreement the Library will pay, at most, as liquidated damages to Artist/Performer, the sum of money that Artist/Performer would otherwise be entitled to under paragraph 2 above. The Parties further recognize and agree that the different types of claims that could possibly be made by Artist/Performer are difficult of ascertainment, and it is the specific intention of the Parties that the Library, its officers, trustees, agents and employees shall never at any time be held liable to Artist/Performer or his/her heirs or successors for any amount of money that is greater than the amount identified in paragraph 2 above. In recognition and agreement that its damage award against the Library may be limited, and except for that amount identified in paragraph 2 above, Artist/Performer hereby forever waives, releases and

dismisses the Library, its officers, trustees, agents and employees of and from any and all claims, debts, dues and obligations of every kind and nature that it may have either directly or indirectly that arises or grows out of or may arise or grow out of this Agreement. Artist/Performer specifically waives and releases the Library, its officers, trustees, agents and employees from any and all claims, debts, dues and obligations of every kind and nature under the Illinois and United States Constitutions as well as under any federal or state statute or law, including but not limited to the Civil Rights Act. Artist/Performer further waives all remedies which are available to it for the violation of any of the terms of this Agreement, including but not limited to the equitable remedy of specific performance, and agrees not to seek injunctive relief of any sort. Except for a breach of contract claim for money damages as set forth above, which damages are limited, Artist/Performer covenants not to sue the Library, its officers, trustees, agents and employees for a violation of any provisions or terms of this Agreement.

13. GOVERNING LAW/VENUE: Any controversies arising between the Artist/Performer and the Library pertaining to this Agreement shall be resolved under the laws of the State of Illinois, and it is agreed by both Parties that the venue for any such dispute shall be in the Circuit Court of Cook County, Illinois. Any ambiguous language in the Agreement shall be interpreted as to its fair meaning, and not strictly for or against either Party.

14. NO ASSIGNMENT: Artist/Performer understands that this Agreement is a contract for the personal services of Artist/Performer and that it is made by the Library in reliance on Artist/Performer's personal skill and knowledge in the activity to be conducted, and as represented, by Artist/Performer. Accordingly, this Agreement is non-assignable by Artist/Performer.

15. COMPLIANCE WITH LAWS/POLICIES: Artist/Performer agrees to abide by all applicable federal, state and local laws and the policies of the Library.

16. SEVERABILITY: If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

17. COUNTERPARTS: This Agreement may be executed and all of the counterparts can be combined to create one original. This Agreement and any of the counterparts can be executed by the signatories and the executed signature pages can be exchanged via facsimile with the originals being forwarded to the respective Parties via U.S. Mail. Thus exchanging the executed signature pages via facsimile is an accepted method of finalizing the approval of the Agreement. This Agreement shall be effective on the last date executed by the Parties as shown below.

18. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the Parties hereto with respect to the subject matter contained herein and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No change hereto may be effective without the written consent and authorization of the Parties hereto.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and date written below.

We, the undersigned, acknowledge that each of us has read the foregoing terms and that at the time we signed below, each of us had a full and complete understanding of the purposes for which this Agreement was made, and we further state that our signatures below represent that we have voluntarily and willingly signed this Agreement fully conversant with and understanding each of its terms.

ORLAND PARK PUBLIC LIBRARY

ARTIST/PERFORMER

By: _____

By: _____

Date: _____

Date: _____