

RESOLUTION 2011-074

A RESOLUTION AUTHORIZING APPROVAL OF ENTERTAINMENT CONTRACTS
FOR THE 2011 ARBORTHEATER CONCERT SERIES

WHEREAS, it is the desire of the President and Village Board to enter into the contracts listed below for the Arbortheater Concert Series; and

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

That the Village Manager or his duly authorized representative is authorized to execute the following contracts:

Event Date	Group	Contract Amount
23-Jun-11	Jammin' Daddies	\$1,000
7 Jul 11	Soda	\$1,200
28 Jul 11	Bopology	\$950
11 Aug 11	Mr. Meyers	\$1,000

And to make payments to those specified in said contracts as listed above in an amount not to exceed \$4,150.

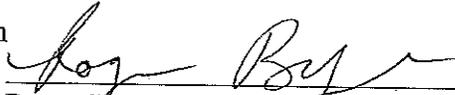
Dated this 3rd day of May, 2011.

Adopted by roll call vote as follows:

AYES: 4 - Marquardt, Hebda, Schultz, Schwartz

NAYS: 0 - None

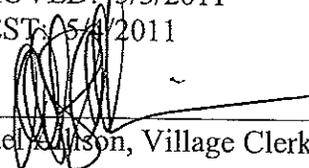
ABSENT AND NOT VOTING: 2 - Williams, Koch


Roger L. Byrne, Village President

PASSED: 5/3/2011

APPROVED: 5/3/2011

ATTEST: 5/4/2011


Michael E. Atkinson, Village Clerk



Jammin' Daddies™

Performance Agreement

This Agreement is made as of the 29th day of April, 2011, by and between the Village of Vernon Hills, Illinois (the "Client"), and Jammin' Daddies (the "Performer").

RECITALS

- A. The undersigned signatory is a member of the Jammin' Daddies trio, the Performer, and has full legal authority to act for and to enter into this Agreement on behalf of Performer.
- B. The Client desires to engage the Performer to perform in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing Recitals and of the mutual obligations herein contained, the Client and the Performer hereby agree as follows:

1. Date/Time/Location

The Performer will provide musical entertainment at the Arbortheater, Vernon Hills, IL. on June 23, 2011, beginning at approximately 7:00 p.m. and ending at approximately 9:00 p.m. (there will be a break of approximately 15 minutes). The music will consist of live acoustic guitars, live vocals, and volume controllable background via digital tape. The Performer is responsible for providing its own sound equipment. The Performer will provide one (1) set of continuous music for the concert.

2. Fee

In full consideration of all services provided to the Client under this Agreement, the Client will pay the Performer as follows: A total payment of \$ 1,000.00, including a non-refundable deposit of \$ 0-. Payment thereof shall be payable to the undersigned, Mark J. Putterman, Ken Plotkin and Judd Sager in the amount of \$ 333.33 each, as agent for the Performer, and will be made prior to or upon completion of the performance on June 23, 2011.

3. Services Provided by Client

The Client will make available to the Performer, at no cost to the Performer, the performance space as listed on Exhibit A. Additionally Client will provide reasonable parking arrangements for Performer's vans with assistance to the stage for equipment drop-off. Performers will arrive for setup 3 hours prior to start of event and Client will have or arrange to have facility and electricity available at that time. Assistance in loading and unloading equipment would be appreciated.

4. Publicity

If requested, Performer will make available to the Client one (1) glossy photograph and information for promotion of the event.

5. Recording and Reproduction

Client agrees to use reasonable efforts to prevent the audio and/or video recording of the performance by third parties without the written consent of the Performer.

6. Performer Warranty

Performer covenants and warrants that:

- a. That to its knowledge and belief the performance does not contain any matter that constitutes an invasion of privacy, and is not libelous, obscene or otherwise contrary to law;
- b. The Performer will be responsible for replacement cost of any damages caused by its gross negligence or will misconduct.
- c. No member of the Performer shall be under the influence of alcoholic beverages or illegal drugs while performing under this Agreement.

7. Inclement Weather Procedures

In the event of inclement weather that would affect the performance, the Client will provide notice of cancellation at least four (4) hours prior to the event start time, or pay the Performer in full. Performer will not be obligated to perform in weather conditions, which are not satisfactory to Performer. Indoor facilities may be made available in the event of inclement weather.

8. Impossibility of Performance

In the event any performance is prevented by acts or regulations of public authorities, strike, civil disturbance, war, epidemic, interruption or delay of transportation services, act of God, illness or any similar cause beyond the reasonable control of the Client or the Performer (a "force majeure" event), then each party will be relieved of their respective obligations under this Agreement during and/or for such period that the performance is so prevented, except for any non-refundable payment advances made to the Performer to reserve the performance date. The party so relieved of its obligations under this Agreement shall give the other party to this Agreement prompt written notice as provided in Section 10 hereunder of the delay or prevention of performance.

9. Conditions

- a. It is agreed that if the Client elects to return the signed Contract via facsimile (fax), that said faxed copy will serve as the Client's acknowledgement and acceptance of the terms of the Contract.
- b. It is agreed that should the Performer's services be for/at a public performance, the Client must obtain all permits, licenses, and pay all taxes and fees necessary for said Performance.
- c. The deposit, if any, paid to Performer to reserve the requested performance date shall be non refundable.
- d. Client hereby agrees to indemnify the Performer for any loss or damage to the Performer's equipment at the performance Site, to the extent caused by Client or its guests. If early set up and delivery or overnight storage is involved, the Performer may, in its sole discretion, provide security services for its equipment. Client agrees to pay any and all reasonable charges for such security services.
- e. Client will be responsible for covering injuries to property or persons at the Performance Site during the Performance as a result of Client's guests' negligence. Client agrees to indemnify the Performer from any and all liability, loss or damage Client/guests may suffer as a result of accidents, claims, demands, costs or judgments arising out of or incurred through event or activities occurring at the Performance Site during the provision of services

or equipment under this Agreement except caused by the intentional or negligent action of the Performer or its agents.

f. Should a member of Performer become unable to fulfill the terms of this Contract due to, but not limited to, illness, accident, physical disability, act of God, or breakdown of equipment, the Performer shall have the option to cancel this Contract or to substitute an equal Performer. In the event of a cancellation for the reasons noted within this paragraph, the Client's deposit, if any, will be refunded.

g. No warranties or merchantability fitness for a particular purpose are made by the Performer as to any equipment provided under this agreement. The Performer shall not be liable to the Client for any direct or consequential damages arising out of the performance of services or provision of equipment under this agreement.

h. In the event the Performer retains legal services to collect outstanding sums due the Performer or enforce indemnities made hereunder, the Client agrees to be held liable for all related collection costs including cost of collection, court costs, interest and reasonable attorney's fees.

10. Notice

All notices required or permitted to be given under this Agreement shall be sufficient if in writing and mailed by certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

If to the Performer:

Mark Putterman
Jammin' Daddies
993 Creek Bend Drive
Vernon Hills, IL 60061
Phone no. (847) 883-0993
Facsimile no. (847) 883-0994

If to Client:

Lisa L. Fischbach
Community Development Department
Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Phone no. (847) 918-3562

A copy of all notices shall also be faxed to the recipient at the fax number provided above.

11. Governing Law/Jurisdiction

This Agreement shall be construed as being made in Vernon Hills, Illinois as of the date and year first written above. The laws of the State of Illinois shall govern the validity, construction, and effect of this Agreement. The venue of any action brought under this agreement or related hereto shall be in the circuit courts of Lake County, Illinois.

12. Non-Assignability

This Agreement will not be assignable by either party hereto without the consent of the other party hereto.

13. Entire Agreement

No change, modification or waiver of any provision of this Agreement will be valid or binding unless it is in writing dated subsequent to the date hereof and signed by the party intended to be bound.

14. Waiver

The waiver by any party to a specific breach of this Agreement by the other shall not be deemed a waiver of any subsequent breach of this Agreement.

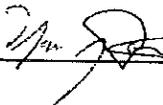
Please sign below and return immediately with any required payment deposit to Performer's address above to initiate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client
Village of Vernon Hills, IL.

Performer:
Jammin' Daddies

By:  Date: 5/5/11

By:  Date: 5/1/11

Printed name:

Printed name: Mark J. Patten

Michael S. Allison
Village Manager

BASS/SCHULER ENTERTAINMENT

4001 W. DEVON AVE., STE. 510 - CHICAGO, IL 60646 * (773) 481-2600 FAX (773) 481-2601

PERFORMANCE AGREEMENT

Contract No.: BSE-36550

This agreement for the personal services of performers on the engagement described below, is made on APRIL 20, 2011, between VILLAGE OF VERNON HILLS (hereinafter referred to as "Purchaser") and MR. MYERS (hereinafter referred to individually and collectively as "Artist"). BASS / SCHULER ENTERTAINMENT (hereinafter referred to as "Agent") represents that it is the Agent of Artist.

1. Name and address of place of performance: ARBOR THEATER, 50 N FAIRWAY DR, VERNON HILLS, ILLINOIS
2. Date(s) of performance: AUGUST 11, 2011 (THURSDAY)
3. Performance time(s): APPRX. 7:00 PM - 9:00 PM
4. Contact(s): LISA FISHBACH (847) 918-3562 LISAF@VHILLS.ORG
5. Type/Name of Event: FESTIVAL
6. A) Sound system with qualified operator to be supplied by: ARTIST
B) Light system with qualified operator to be supplied by: NOT APPLICABLE
7. Special provisions:
8. Contract price: \$ 1000.00 FLAT GUARANTEE. PLEASE MAKE CHECK PAYABLE TO: BASS/SCHULER ENTERTAINMENT. TAX ID# 36-4305538.

IN THE EVENT A DEPOSIT IS REQUIRED, PLEASE FOLLOW INSTRUCTIONS BELOW.

DEPOSIT INSTRUCTIONS:

(A) \$ 0.00 shall be paid by Purchaser to and in the name of BASS / SCHULER ENTERTAINMENT, payable by check(s), money order or wire transfer only, as security deposit, due no later than .

(B) Balance of \$ 1000.00 shall be paid by Purchaser to Artist, immediately following the conclusion of the engagement; payable in cash, money order or check(s) only to leader, manager or representative of Artist.

FOR OFFICE USE ONLY:

Deposit Received: _____ Amount Received: \$ _____ Received By: _____

RETURN CONTRACT TO
BASS/SCHULER BY
MAY 25, 2011

9. It is understood that this agreement is binding on both Purchaser and Artist. If the engagement is canceled by Purchaser for any reason other than an Act of God (not to include rain), Purchaser's deposit, if any, shall be forfeited, such forfeiture being in addition to Artist's other remedies at law. In the event of rain, Purchaser must provide alternate performance site or pay Artist in full. If the engagement is canceled by Artist for any reason other than an Act of God, Agent will replace Artist with a comparable Artist by mutual consent of Purchaser and Agent, or will refund Purchaser's deposit, if any; provided, however, that Agent, at its option, will be entitled to the full commission from Artist. Agent has negotiated this agreement between Purchaser and Artist, and acts solely as Agent for Artist, and is not responsible or liable for any act of commission, omission or nonperformance on the part of either Purchaser or Artist. Agent is not responsible or liable for any personal injury that may occur in association with performance(s).

Purchaser: VILLAGE OF VERNON HILLS/LISA FISHBACH

By: _____
Signature of Purchaser

Michael S. Allison
Village Manager

Date: 5/5/11

Village of Vernon Hills 290 Evergreen Dr., Vernon Hills, IL 60061
Address, City, State and Zip

Artist: MR. MYERS/TODD DONNELLY

By: Todd Donnelly
Signature of Artist

Date: May 4, 2011

C/O Bass / Schuler Entertainment, Attn: Scott Bass, 4001 W. Devon Ave., Ste. 510, Chicago, IL 60646 Fax: 773-481-2601
Address, City, State and Zip

ANY ATTACHMENTS, RIDERS OR ADDENDA ARE BINDING PARTS OF THIS CONTRACT.

BASS/SCHULER ENTERTAINMENT

4001 W. DEVON AVE., STE. 510 - CHICAGO, IL 60646 * (773) 481-2600 FAX (773) 481-2601

PERFORMANCE AGREEMENT

Contract No.: BSE-36548

This agreement for the personal services of performers on the engagement described below, is made on APRIL 20, 2011, between VILLAGE OF VERNON HILLS (hereinafter referred to as "Purchaser") and SODA (hereinafter referred to individually and collectively as "Artist"). BASS / SCHULER ENTERTAINMENT (hereinafter referred to as "Agent") represents that it is the Agent of Artist.

1. Name and address of place of performance: ARBOR THEATER, 50 N FAIRWAY DR, VERNON HILLS, ILLINOIS
2. Date(s) of performance: JULY 7, 2011 (THURSDAY)
3. Performance time(s): APPRX. 7:00 PM - 9:00 PM
4. Contact(s): LISA FISHBACH (847) 918-3562 LISAF@VHILLS.ORG
5. Type/Name of Event: FESTIVAL
6. A) Sound system with qualified operator to be supplied by: ARTIST
B) Light system with qualified operator to be supplied by: NOT APPLICABLE
7. Special provisions:
8. Contract price: \$ 1200.00 FLAT GUARANTEE. PLEASE MAKE CHECK PAYABLE TO: ROB LOAR, SSH 320-60-5597.

IN THE EVENT A DEPOSIT IS REQUIRED, PLEASE FOLLOW INSTRUCTIONS BELOW.

DEPOSIT INSTRUCTIONS:

(A) \$ 0.00 shall be paid by Purchaser to and in the name of BASS/SCHULER ENTERTAINMENT, payable by check(s), money order or wire transfer only, as security deposit, due no later than .

(B) Balance of \$ 1200.00 shall be paid by Purchaser to Artist, immediately following the conclusion of the engagement; payable in cash, money order or check(s) only to leader, manager or representative of Artist.

FOR OFFICE USE ONLY:

Deposit Received: _____ Amount Received: \$ _____ Received By: _____

RETURN CONTRACT TO
BASS/SCHULER BY
MAY 25, 2011

9. It is understood that this agreement is binding on both Purchaser and Artist. If the engagement is canceled by Purchaser for any reason other than an Act of God (not to include rain), Purchaser's deposit, if any, shall be forfeited, such forfeiture being in addition to Artist's other remedies at law. In the event of rain, Purchaser must provide alternate performance site or pay Artist in full. If the engagement is canceled by Artist for any reason other than an Act of God, Agent will replace Artist with a comparable Artist by mutual consent of Purchaser and Agent, or will refund Purchaser's deposit, if any; provided, however, that Agent, at its option, will be entitled to the full commission from Artist. Agent has negotiated this agreement between Purchaser and Artist, and acts solely as Agent for Artist, and is not responsible or liable for any act of commission, omission or nonperformance on the part of either Purchaser or Artist. Agent is not responsible or liable for any personal injury that may occur in association with performance(s).

Purchaser: VILLAGE OF VERNON HILLS/LISA FISHBACH

By: Michael S. Allison
Signature of Purchaser: Village Manager

Date: 5/5/11

Village of Vernon Hills 290 Evergreen Dr., Vernon Hills, IL 60061
Address, City, State and Zip

Artist: SODA/ROB LOAR

By: Rob Loar
Signature of Artist

Date: 5/4/11

C/O Bass / Schuler Entertainment, Attn: Scott Bass, 4001 W. Devon Ave., Ste. 510, Chicago, IL 60646 Fax: 773-481-2601
Address, City, State and Zip

ANY ATTACHMENTS, RIDERS OR ADDENDA ARE BINDING PARTS OF THIS CONTRACT.

BASS/SCHULER ENTERTAINMENT

4001 W. DEVON AVE., STE. 510 - CHICAGO, IL 60646 * (773) 481-2600 FAX (773) 481-2601

PERFORMANCE AGREEMENT

Contract No.: BSE-36549

This agreement for the personal services of performers on the engagement described below, is made on APRIL 20, 2011, between VILLAGE OF VERNON HILLS (hereinafter referred to as "Purchaser") and BOPOLOGY (hereinafter referred to individually and collectively as "Artist"). BASS / SCHULER ENTERTAINMENT (hereinafter referred to as "Agent") represents that it is the Agent of Artist.

1. Name and address of place of performance: ARBOR THEATER, 50 N FAIRWAY DR, VERNON HILLS, ILLINOIS
2. Date(s) of performance: JULY 28, 2011 (THURSDAY)
3. Performance time(s): APPRX. 7:00 PM - 9:00 PM
4. Contact(s): LISA FISHBACH (847) 918-3562 LISAF@VHILLS.ORG
5. Type/Name of Event: FESTIVAL
6. A) Sound system with qualified operator to be supplied by: ARTIST
B) Light system with qualified operator to be supplied by: NOT APPLICABLE
7. Special provisions:
8. Contract price: \$ 950.00 FLAT GUARANTEE. PLEASE MAKE CHECK PAYABLE TO: BOPOLOGY, INC., TAX ID# 36-4214631.

IN THE EVENT A DEPOSIT IS REQUIRED, PLEASE FOLLOW INSTRUCTIONS BELOW.

DEPOSIT INSTRUCTIONS:

(A) \$ 0.00 shall be paid by Purchaser to and in the name of BASS/SCHULER ENTERTAINMENT, payable by check(s), money order or wire transfer only, as security deposit, due no later than .

(B) Balance of \$ 950.00 shall be paid by Purchaser to Artist, immediately following the conclusion of the engagement; payable in cash, money order or check(s) only to leader, manager or representative of Artist.

FOR OFFICE USE ONLY: Deposit Received: _____ Amount Received: \$ _____ Received By: _____
--

RETURN CONTRACT TO
BASS/SCHULER BY
May 25, 2011

9. It is understood that this agreement is binding on both Purchaser and Artist. If the engagement is canceled by Purchaser for any reason other than an Act of God (not to include rain), Purchaser's deposit, if any, shall be forfeited, such forfeiture being in addition to Artist's other remedies at law. In the event of rain, Purchaser must provide alternate performance site or pay Artist in full. If the engagement is canceled by Artist for any reason other than an Act of God, Agent will replace Artist with a comparable Artist with mutual consent of Purchaser and Agent, or will refund Purchaser's deposit, if any; provided, however, that Agent, at its option, will be entitled to the full commission from Artist. Agent has negotiated this agreement between Purchaser and Artist, and acts solely as Agent for Artist, and is not responsible or liable for any act of commission, omission or nonperformance on the part of either Purchaser or Artist. Agent is not responsible or liable for any personal injury that may occur in association with performance(s).

Purchaser: VILLAGE OF VERNON HILLS/LISA FISHBACH

By: 
Signature of Purchaser

Michael S. Allison
Village Manager

Date: 5/5/11

Village of Vernon Hills 290 Evergreen Dr., Vernon Hills, IL 60061
Address, City, State and Zip

Artist: BOPOLOGY/STEVE RAGUSI

By: 
Signature of Artist

Date: May 4, 2011

C/O Bass / Schuler Entertainment, Attn: Scott Bass, 4001 W. Devon Ave., Ste. 510, Chicago, IL 60646 Fax: 773-481-2601
Address, City, State and Zip

ANY ATTACHMENTS, RIDERS OR ADDENDA ARE BINDING PARTS OF THIS CONTRACT.