

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2018- 040

AN ORDINANCE AUTHORIZING APPROVAL OF EXPENDITURES TO AMERICAN MOBILE STAGING FOR PROVISION OF AN ENTERTAINMENT STAGE FOR THE VERNON HILLS SUMMER CELEBRATION IN AN AMOUNT NOT TO EXCEED \$9,000

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village will hold its annual Summer Celebration Festival on July 19 through July 12, 2018; and

WHEREAS, the Village provides entertainment for this festival that requires expenditures for the rental of an entertainment stage; and

WHEREAS, the Village is required to execute a contract and submit a deposit to secure these services prior to the event; and

WHEREAS, funds have been allocated in the Village budget for this purpose; and

WHEREAS, expenditures over \$20,000 require Board of Trustees approval.

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

SECTION 1: EXECUTION OF AGREEMENT: The Village President is hereby authorized to execute all required documents provided by American Mobile Staging for Summer Celebration Entertainment stage expenditures at a price not to exceed \$9,000. Those documents are approved in substantially the form attached to this Ordinance as Exhibit A, and as approved by the Village's Corporation Counsel.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to American Mobile Staging in an amount not to exceed \$9,000, and authorize the Finance Director to release these payments prior to appearing on the Board Invoice Approval List.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2018-040.

Dated the 21st of March, 2018

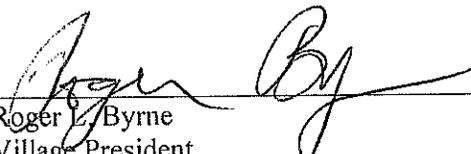
[SIGNATURE PAGE FOLLOWS]

Adopted by roll call votes as follows:

AYES: 5 - Marquardt, Oppenheim, Hebda. Schultz, Takaoka

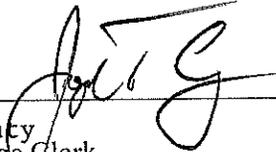
NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Koch



Roger L. Byrne
Village President

PASSED: March 21, 2018
APPROVED: March 21, 2018
ATTEST: March 21, 2018



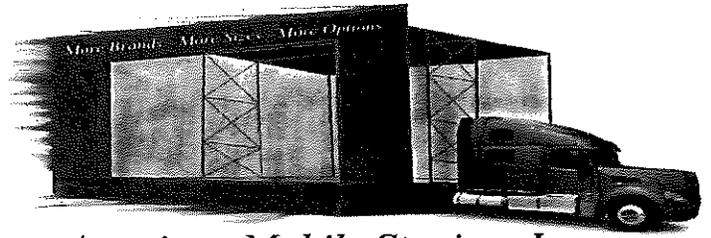
Deputy
Village Clerk

ORDINANCE 2018-040
EXHIBIT A: AGREEMENT WITH AMERICAN MOBILE STAGING

American Mobile Staging Inc.
1841 Mitchell Blvd.
Schaumburg, IL. 60193



ATTENTION NEW ADDRESS



American Mobile Staging, Inc.
Phone 847-584-0350 Fax 847-584-0352

Village of Vernon Hills
Attn. Village President or designee
290 Evergreen Drive
Vernon Hills, IL 60061

Dear Village President or,

Thank you for choosing American Mobile Staging, Inc. for your event production company.
The following is an outline to process your contract.

1. This contract is sent unsigned by AMS.
2. Customer must sign at all X's and return all pages of this contract with a 50% nonrefundable deposit.
3. **Your date is not confirmed until deposit and signed contract are received by AMS.**
4. Any deposit checks returned NSF will void contract.
5. We cannot hold dates without contract and deposit. Any contract and deposit not returned in 20 days is void.
6. Please include directions to your event to ensure on-time delivery.
7. Please make check payable to: American Mobile Staging, Inc.
8. Mail to: American Mobile Staging, Inc.
1841 Mitchell Blvd.
Schaumburg, IL. 60193

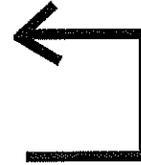
Thank you again for choosing American Mobile Staging, Inc.

Sincerely,
Nicholas R. Serino
President American Mobile Staging, Inc.

American Mobile Staging Inc.

1841 Mitchell Blvd. Schaumburg, IL. 60193

Ph. 847-584-0350 Fax. 847-584-0352



ATTENTION NEW ADDRESS

CONTRACT AGREEMENT

1. This contract is entered into this date **3/13/2018**.
2. Between American Mobile Staging, Inc. ("AMS") and **Village of Vernon Hills**
3. To provide services, personnel and/or equipment for **Vernon Hills Summer Celebration 2018**
4. The services shall be provided by American Mobile Staging, Inc. to customer from: **7/19/2018 to 7/22/2018**.
5. All personnel and equipment shall be returned to AMS by **7/23/2018**.
6. Customer agrees to pay to AMS a **total fee of: \$8500.00**
7. A non-refundable deposit shall be paid with the execution of this contract in the amount of: **\$4250.00**
8. With the balance due prior to set up: **7/19/2018** In the amount of: **\$4250.00**
9. Unless otherwise defined transportation costs are included in this contract.
10. Unless otherwise defined in this contract, setup and dismantle labor shall be provided by AMS but limited to the time restrictions on line 11.
11. Labor is limited to **4 hour(s)** for setup and **4 hour(s)** for dismantle labor is included in this contract. Any overages will be invoiced and payable Net 30 days of line 5 above.
12. **No services and, or equipment shall be considered reserved until this contract is signed by customer and received by AMS with the deposit amount (from line 7).**

Customer:

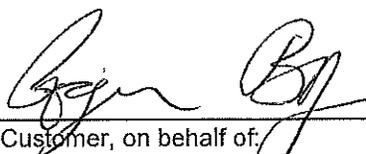
Village of Vernon Hills
 Attn. Village President designee
 290 Evergreen Drive
 Vernon Hills
 IL 60061
 Phone: 847-366-7590
 Fax:

Services to be Provided And Amendments to this agreement shall be set forth on **Schedule A**.
Additional Terms, Conditions and Change Orders shall be set forth on **Schedule B** and are in addition to the contract price above.
Staging Rider shall be set forth on Schedule C. Customer shall pay all additional costs and expenses reflected therein.

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

 Nicholas R. Serino, President
 American Mobile Staging, Inc.



 Customer, on behalf of:
 Village of Vernon Hills

Village President

 Signature Required.

Schedule B Additional Terms, Conditions and Change Orders

| Change to contract | Fee | Approved By: |
|--------------------|-------|--------------------------|
| 1. _____ | _____ | <input type="checkbox"/> |
| 2. _____ | _____ | <input type="checkbox"/> |
| 3. _____ | _____ | <input type="checkbox"/> |
| 4. _____ | _____ | <input type="checkbox"/> |
| 5. _____ | _____ | <input type="checkbox"/> |
| 6. _____ | _____ | <input type="checkbox"/> |
| 7. _____ | _____ | <input type="checkbox"/> |
| 8. _____ | _____ | <input type="checkbox"/> |
| 9. _____ | _____ | <input type="checkbox"/> |
| 10. _____ | _____ | <input type="checkbox"/> |

GENERAL TERMS AND CONDITIONS

Equipment: AMS warrants and represents that the equipment furnished under this Agreement is in good and efficient working order. In the event of equipment failure through no fault of Customer, AMS shall repair or replace said equipment as quickly as possible so as to minimize any delay or inconvenience to Customer. AMS makes no warranty or representation of any kind as to the suitability of said equipment for any given purpose. Customer warrants and represents that said equipment shall be used only under those conditions, and for those purposes, for which it was designed and intended. Customer agrees to hold AMS harmless from any and all loss, damage and expenses caused by or arising out of the use of said equipment. As well as transportation if transported by customer. Customer shall return all equipment to AMS in the same condition as delivered to Customer, except for normal wear and tear in similar service.

Insurance: Customer will be held responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than the AMS agent or employees. Customer shall provide sufficient, Casualty and Public Liability Insurance coverage for any loss, damage, injury or expense caused to the AMS equipment or personnel for which the Customer is responsible under the terms of this Agreement.

Insurance: Each Party shall provide insurance in the following limits: Workers Compensation Insurance in Statutory Limits, Employer's Liability and Auto Liability of \$1 million per occurrence, General Liability of \$1 million per occurrence, plus \$2 million in the aggregate, and an Umbrella Policy providing excess coverage of \$5 million in the aggregate. Village of Vernon Hills shall be named as an Additional Insured on the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Umbrella/Excess Policies.

AMS Personnel: Unless otherwise specifically required by terms of this Agreement, AMS shall not be required to provide personnel who are members of any union or guild. AMS personnel shall not be required to perform any services not contemplated under this agreement. AMS personnel shall not be required to be certified by any organization unless mandated by any branch of government of the United States of America.

Indemnity: Each party agrees to hold the other party and its respective officers, officials, agents, and employees harmless from and against any and all claims, damages and liability brought or suffered by a third party arising from or with respect to any negligence or misconduct or failure to comply with applicable law suffered by the non-indemnifying party. Nothing herein shall waive any immunities that either party may assert in response to any such claims.

Indemnity: Each Party agrees to indemnify, defend and hold the other Party and its respective officers, officials, agents, and employees harmless from and against any and all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of any negligent or wrongful act or omission of the Indemnifying Party; including the Indemnifying Party's officers, officials, agents, employees and liabilities.

Credits: If any portions of the services produced by the AMS during the term of this Agreement are broadcast or reproduced for commercial exhibition or release, other than news coverage, Customer agrees that an appropriate credit will be given to AMS for the Services under the Agreement. No additional fees will result, provided appropriate credit is given. Bad faith or inadvertent failure to give such credit shall be deemed a breach of this Agreement and will result in additional fees being paid to AMS by Customer for such commercial use.

Customer Duties: Customer shall provide adequate and timely access to the place of performance to allow AMS personnel sufficient time and ability to perform its obligations under this Agreement. Customer shall also be responsible for providing adequate security for the safety of the AMS equipment and personnel. In addition, Customer shall be responsible for providing for any and all ancillary and necessary Services and conditions not specifically required of AMS under this Agreement in order to allow AMS to perform its obligations under this Agreement. Any additional costs and expenses incurred by AMS to fulfill Customer's duties under this Agreement shall be paid by Customer.

Unsafe Conditions: In the event that AMS, or their designated representative, shall in good faith determine that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to AMS personnel and/or equipment, the performer(s) or any other person(s) or property, AMS or their designated representative shall have the right to delay or refuse to render any further Services under this Agreement without liability or breach of this Agreement unless and until the Customer shall acknowledge such conditions in writing and specifically indemnify and hold AMS and his personnel harmless from any and all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this Agreement.

Force Majeure: AMS shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdown of transportation, weather, acts of God, acts of restraints of any government agency or any similar such events which are beyond the reasonable control of AMS.

Time is of the Essence: It is understood and agreed by all parties to this Agreement that time is of the essence.

Modifications and Changes: Any modifications, changes or amendments to this Agreement, whether oral or in writing, which are made between the date of this Agreement and commencement of Services and obligations to be performed by Contractor, shall be set forth in writing as part of Schedule B to this Agreement and signed by Customer prior to the rendering of any Services by AMS.

Early Delivery: In the event of early delivery or late pickup whether beneficial to the Customer or AMS, and agreed upon in writing or verbally by both sides, all terms and conditions, schedules and riders shall readjust and be in full force to include those dates.

General Provisions: This Agreement may be executed in counterparts, each of which will be deemed and original for all intents and purposes. In the event of any action at law or equity, including any arbitration proceedings, the prevailing party shall be entitled to reasonable attorney's fees and costs. Notwithstanding the fact that one or more parties hereto may have executed this Agreement outside the State of Illinois, it is acknowledged and agreed that this Agreement shall be governed by and construed under the law of the State of Illinois and in the event of any suit to enforce or interpret this Agreement or any of its terms and conditions, the parties agree that this Agreement shall be deemed to have been executed within the State of Illinois, and any action shall be instituted in the court of competent jurisdiction in the County of Cook, State of Illinois.

Finance Charge: Customer agrees to pay a finance charge of 1.5% interest per month for any invoice not paid net 30 days of line 5.

Payments: No equipment or service shall be considered reserved until 50% deposit and this signed contract has been received by AMS. Balance is due upon delivery of stage. Any additional charges shall be due Net 30 of line 6 of contract agreement.

Roger Rey
Customer,
Village President

Village of Vernon Hills
on behalf of:



Signature Required.

Schedule C Staging Contract Rider

The following terms and conditions will act as part of the AMS Contract.

1. The customer shall secure any and all permits and/or fees for the placement and use of products of attached contract.
2. The placement of all stages will be on solid and level ground.
3. It is the customer's responsibility to install a solid surface such as plywood to ensure a safe delivery and pickup of AMS products. Any questionable soft surface, should marked and protected by customer prior to delivery to help stay within the time limits of this contract. Any damage unless caused by the direct negligence of AMS to any surface as a result of delivery or pickup including, but not to be limited to, baseball or soccer fields, parks and sprinkler systems is the responsibility of the customer.
4. The customer understands and agrees to pay for any damages to AMS equipment other than that of normal wear and tear or caused by AMS.
5. The customer understands they have the option to have onsite labor at a cost of \$300.00 per day for the first 8 hours of each day and \$ 45.00 per hour thereafter during show days. This fee is to supply the customer with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost the the customer and will be invoiced in addition to this contract price. By declining onsite labor the responsibilities and liability of the stage becomes that of the customer and undersigner.

I accept onsite labor _____, I decline onsite labor _____

Signature Required.

6. The customer understands and agrees not to cover, hide or remove the AMS logo or phone number on any rented stage.
7. The customer agrees to send AMS directions to the event as well as setup and take down times 7 days prior to the event to assure an on time delivery.
8. The customer is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect the equipment and staff of AMS.
9. The customer understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule B and C net 30 days of setup in date.

10. The customer agrees not to exceed the stage roofs uniform distributed load weight limits as follows:
Unless a rigging plot is provided and approved by AMS 14 days prior to delivery date.

| | |
|---|--|
| 1. 16'X16'X3' American Mobile Stage | (250 pounds on a Uniform Distributed Load basis.) |
| 2. 16'X16'X3' American Mobile Mix/Stage | (350 pounds on a Uniform Distributed Load basis.) |
| 3. 24'X16'X4' Superstage | (500 pounds on a Uniform Distributed Load basis.) |
| 4. 28'X14'X3' Century Stage | (250 pounds on a Uniform Distributed Load basis.) |
| 5. 32'X14'X3' Wenger Stage | (250 pounds on a Uniform Distributed Load basis.) |
| 6. SL100 24'X20'X5' Stageline Stage | (750 pounds on a Uniform Distributed Load basis.) |
| 7. 32'X20'X4' Superstage Stage | (1000 pounds on a Uniform Distributed Load basis.) |
| 8. 32'X24'X4' Superstage Stage | (1000 pounds on a Uniform Distributed Load basis.) |
| 9. SL-260 Stageline New Generation | (2000 pounds on a Uniform Distributed Load basis.) |
| 10. 40'X24' Century Front Row Stage | (2000 pounds on a Uniform Distributed Load basis.) |
| 11. 40'X28' Century Front Row Stage | (2000 pounds on a Uniform Distributed Load basis.) |
| 12. 44'X30' Superstage | (2000 pounds on a Uniform Distributed Load basis.) |

11. The customer understands and agrees that any labor provided by Customer (whether paid labor or volunteered on behalf of Customer) shall not be entitled to any benefits afforded employees of AMS, including, but not limited to workers' compensation benefits health insurance or payment for services provided. Customer further understands and agrees that it is their solely responsible for complying with all state and local laws as it applies to providing labor to a third party. At no time is anyone working or performing on the stage considered an employee AMS unless they are compensated directly by AMS.
12. AMS shall be allowed additional compensation in the event the customer fails in their obligations set forth at length under the amendments section of this contract, as it pertains to costs incurred by AMS to complete their obligations under this contract.
13. Any banners, backdrops, advertisements or decorations etc. of any kind that are provided by the customer whether attached to the stage by the Customer or AMS shall be the sole responsibility and liability of the customer as it pertains to loss, damage and injury of any kind. All supplies to hang, adhere or attach banners, backdrops, advertisements or decorations etc. shall be provided by the customer. Any help given for such services provided by AMS is merely a courtesy and not part or required by this contract.
14. It is understood by all parties involved that AMS onsite call time is based on a 4 hour set up and a 4 hour take down time limit. If AMS exceed time limits do to changes implemented on the site and or are delayed by customer's other sub contractors or other reasons beyond our control. Customer agrees to pay \$30.00 per hour per person that was delayed past 4 hour(s). The cost of the time will be included on the invoice as additional labor charges. No additional charges will be occurred if the delay is caused by weather or AMS.

Roger By
Customer
Village President

Village of Vernon Hills
on behalf of:

Signature Required.