

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2020-019

AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES  
CONTRACT WITH ENTERTAINMENT MANAGEMENT GROUP FOR 2020 SUMMER  
CELEBRATION IN AN AMOUNT NOT TO EXCEED \$89,500

THE 4TH DAY OF FEBRUARY 2020

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
4<sup>th</sup> Day of February 2020


STATE OF ILLINOIS )  
                                  )  
COUNTY OF LAKE    )

CERTIFICATE

I, MARK FLEISCHHAUER, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON FEBRUARY 4, 2020, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2020-019 - AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH ENTERTAINMENT MANAGEMENT GROUP FOR 2020 SUMMER CELEBRATION IN AN AMOUNT NOT TO EXCEED \$89,500.

THE PAMPHLET FOR ORDINANCE NO. 2020-019 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED FEBRUARY 4, 2020 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 18th DAY OF FEBRUARY 2020.

  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk

SEAL



**VILLAGE OF VERNON HILLS  
ORDINANCE 2020-019**

**AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES  
CONTRACT WITH ENTERTAINMENT MANAGEMENT GROUP FOR 2020  
SUMMER CELEBRATION IN AN AMOUNT NOT TO EXCEED \$89,500**

WHEREAS, Summer Celebration is scheduled for July 16-19, 2020; and

WHEREAS, it is the desire of the President and Village Board to enter into a production services contract with Entertainment Management Group for the 2020 Summer Celebration event.

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

That the Village Manager is authorized to execute a contract for production services with Entertainment Management Group in a not to exceed amount of \$89,500, pending Village Attorney's review. Further to direct the Finance Director to make a deposit payment of \$20,000 after Board approval of this Ordinance.

Dated this 4th day of February, 2020

Adopted by roll call vote as follows:

AYES: 5 - Oppenheim, Marquardt, Koch, Schultz, Byrne

NAYS: 0 - None

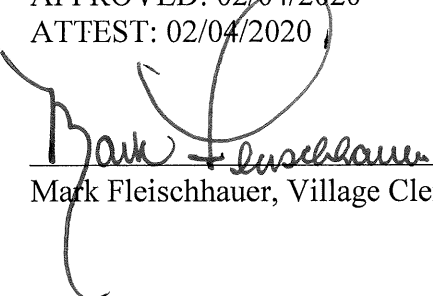
ABSENT AND NOT VOTING: 2 - Takaoka, Brown

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 02/04/2020

APPROVED: 02/04/2020

ATTEST: 02/04/2020

  
\_\_\_\_\_  
Mark Fleischhauer, Village Clerk

Professional Services agreement made this date 01/02/2020, between Village of Vernon Hills (hereinafter referred to as **PURCHASER**) and Murray Weiner dba Entertainment Management Group, a sole proprietorship, (hereinafter referred to as **AGENT**)

The **PURCHASER** hereby engages the **AGENT** to perform the professional services hereinafter provided, upon all of the terms and conditions herein set forth. The budget for such services shall not exceed \$89,500.00 {see item #7}. Please Initial MF

1. EVENT : 2020 Vernon Hills Summer Celebration Please Initial MF

2. DATES OF ENGAGEMENT: July 16-19, 2020 **RAIN OR SHINE** Please Initial MF

3. Location: Century Park, 1002 Lakeview Pkwy, Vernon Hills, IL Please Initial MF

4. **SERVICES PROVIDED:** Duties will include meeting with **PURCHASER** staff as necessary, will contact the bands (or representatives) listed under item #5 on behalf of **PURCHASER**, will negotiate band performance fees, will contract the bands on behalf of **PURCHASER**, will schedule band load-ins and load-outs, and will provide on-site monitoring of sound, lighting, and staging personnel. From the budget, **AGENT** will disperse all band deposits, band final payments, stage fees, sound and lighting fees, and **AGENT** booking and stage management fees. From the budget, **AGENT** will arrange for, provide and pay for, a 32'Wx24'D stage with roof system, a full sound system and lighting system to meet all bands' specifications, all technicians, laborers, and stage crew. **AGENT** will pay for national headliner hotel rooms, backline, ground transportation, and hospitality. **AGENT** will provide on-site presence at the above referenced event, solely related to the musical concert portion of the event.

Please Initial MF

5. With **PURCHASER** approval and acceptance of the special provisions listed under item #6, **AGENT**, on behalf of **PURCHASER**, shall contract the following listed bands... **HenneBerry, HiFi Superstar, Jefferson Starship, Mike & Joe, Fuel** Please Initial MF

6. **SPECIAL PROVISIONS:** Please Initial MF

{a} If engagement(s) are canceled due to inclement weather, **AGENT**, bands, staging company, and production company, will receive full compensation.

{b} To be provided by purchaser:

Power and electrician

Ice/cooler with bottled water for the stage.

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} **FORCE MAJEURE:** If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith. If band is present and able to perform and show is canceled, for any reason, **PURCHASER** shall be liable for total compensation for all services.

{e} In no event shall **AGENT** be held liable for any personal injury to any performer or for damage or injury to any person caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment. **PURCHASER** must have premises liability insurance.

{f}. No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior written permission of the **AGENT**. Any licensing fees invoiced by BMI or ASCAP or any other music reporting agency, to the **PURCHASER** regarding musical performances of any band are the responsibility of the **PURCHASER**, as the holder of the event.

{g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.

{h} It is agreed that **AGENT** acts as a Talent Consultant and assumes no liability hereunder. **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **PURCHASER** shall defend, indemnify and hold **AGENT**, it's officers, and employees harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on bodily injury, breach of contract, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

i) **INDEPENDENT CONTRACTOR**: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{j} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{k} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached **ARTIST** riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. **PAYMENT**: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

**PURCHASER** shall pay a \$20,000.00 Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 02/07/2020.

**PURCHASER** shall pay a \$69,500.00 Final Payment to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 07/03/2020

Please Initial     

x *Mark Flanagan* Date 2/4/20

x *Murray Weiner, EMG* Date 01/02/2020


**PURCHASER**  
Village of Vernon Hills  
Vernon Hills. IL

**AGENT**  
Murray Weiner dba Entertainment Management Group  
PO Box 91766  
Elk Grove Village, IL 60007  
312-218-0734 SS# 329-36-1921

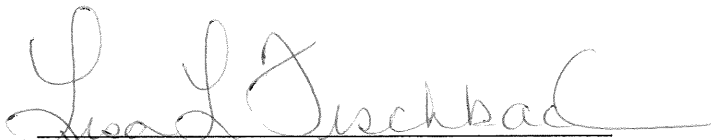
AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2020-019 - AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH ENTERTAINMENT MANAGEMENT GROUP FOR 2020 SUMMER CELEBRATION IN AN AMOUNT NOT TO EXCEED \$89,500.

  
\_\_\_\_\_  
Mark Fleischhauer  
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 18<sup>TH</sup> DAY OF FEBRUARY 2020

  
\_\_\_\_\_  
Notary Public

