

**VILLAGE OF VERNON HILLS
ORDINANCE 2024-012**

**AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES
AGREEMENT WITH ENTERTAINMENT MANAGEMENT GROUP FOR 2024
VERNON HILLS DAYS IN AN AMOUNT NOT TO EXCEED \$145,000**

WHEREAS, the 2024 Vernon Hills Days event is scheduled for July 18-21, 2024; 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 2024 Vernon Hills Days event.

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

SECTION 1: CONTRACT: That the Village Manager is authorized to execute a Contract between the Village of Vernon Hills and Entertainment Management Group, as attached as Exhibit A.

SECTION 2: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 3: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2024-012.

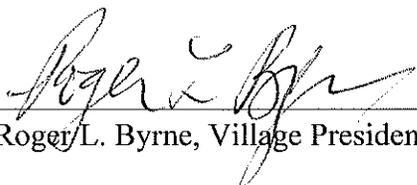
Dated this 6th day of February, 2024

Adopted by roll call vote as follows:

AYES: 6 – Takaoka, Oppenheim, Forster, Marquardt, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 – Schenk

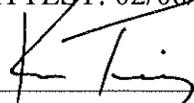


Roger L. Byrne, Village President

PASSED: 02/06/2024

APPROVED: 02/06/2024

ATTEST: 02/06/2024



Kevin Timony, Village Clerk



EXHIBIT A

Contract between the Village of Vernon Hills and Entertainment Management Group

Professional Services agreement made this date 01/11/2024, 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 \$145,000.00 {see item #7}. Please Initial ___

1. EVENT : 2024 Vernon Hills Days Please Initial KT

2. DATES OF ENGAGEMENT: July 18-21, 2024 **RAIN OR SHINE** Please Initial KT

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

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 44' Wx30'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 meals. **PURCHASER** will provide and pay for dressing room hospitality for national headliners, per band's riders. **AGENT** will provide on-site presence at the above referenced event, solely related to the musical concert portion of the event.

Please Initial KT

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... **The Boy Band Night, Alt 101, Everclear, The Gingers: Redheads That Rock, Journey former lead vocalist STEVE AUGERI, Mike & Joe**

Please Initial KT

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

{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 filed in the 19th Judicial Circuit, Lake County, Illinois.

{h} PURCHASER agrees to hold AGENT harmless from any action of any band or band member. PURCHASER shall defend, indemnify and hold AGENT, its 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), arising solely 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. AGENT shall defend, indemnify and hold PURCHASER, its officers, employees and volunteers 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), arising solely out of or based on the act or commission of AGENT, or AGENT'S employees.

{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.

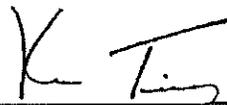
{l} AGENT shall provide to the PURCHASER a certificate(s) of insurance evidencing not less than a comprehensive general liability policy covering personal injury and death and property damage and workers compensation in an amount of not less than One Million Dollars (\$1,000,000) per occurrence. All of AGENT's contractors, agents, or consultants shall comply with the foregoing insurance requirements. The PURCHASER shall be named as an additional insured on a non-contributory basis on all policies of insurance covering AGENT for the Event or the Services provided to the PURCHASER. AGENT shall provide proof of said coverage to the PURCHASER no later than sixty (60) days prior to the Event.

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

PURCHASER shall pay a \$72,500.00 Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 03/15/2024.

PURCHASER shall pay a \$72,500.00 Final Payment to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 06/28/2024

Please Initial KT

x  Date 02/06/24

x Murray Weiner, EMG Date 01/11/2024

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

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2024-012

AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES
AGREEMENT WITH ENTERTAINMENT MANAGEMENT GROUP FOR 2024 VERNON
HILLS DAYS IN AN AMOUNT NOT TO EXCEED \$145,000

THE 6th DAY OF FEBRUARY 2024

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
6th day of February, 2024

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, 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. 2024-012 AN ORDINANCE AUTHORIZING APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH ENTERTAINMENT MANAGEMENT GROUP FOR 2024 VERNON HILLS DAYS IN AN AMOUNT NOT TO EXCEED \$145,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM FEBRUARY 6, 2024 TO FEBRUARY 16, 2024.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 6th DAY OF FEBRUARY 2024



Notary Public

