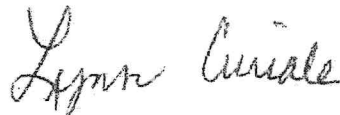


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-24-04 A RESOLUTION SEEKING TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR PRAIRIE FEST 2024 ENTERTAINMENT AND STAGE MANAGEMENT SERVICES RENDERED IN THE NOT TO EXCEED AMOUNT OF \$85,000**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 15<sup>th</sup> day of February, 2024.



Lynn Curiale, City Clerk



**Resolution #R-24-04**

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR PRAIRIE FEST 2024 ENTERTAINMENT AND STAGE MANAGEMENT SERVICES RENDERED IN THE NOT TO EXCEED AMOUNT OF \$85,000**

Passed: February 15, 2024  
Published in Pamphlet Form: February 16, 2024

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **#R-24-04**  
**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR PRAIRIE FEST 2024 ENTERTAINMENT AND STAGE MANAGEMENT SERVICES RENDERED IN THE NOT TO EXCEED AMOUNT OF \$85,000**  
Passed and approved by the City Council of the City of Wood Dale on February 15, 2024 and hereby published in pamphlet on February 16, 2024.



Lynn Curiale, City Clerk



**RESOLUTION NO. R-24-04**

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND ENTERTAINMENT MANAGEMENT GROUP FOR PRAIRIE FEST 2024 ENTERTAINMENT AND STAGE MANAGEMENT SERVICES RENDERED IN THE NOT TO EXCEED AMOUNT OF \$85,000**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, **seeks Entertainment Management Group** for the **Entertainment at Prairie Fest**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of **Entertainment Management Group**, the Mayor and the City Council find **Entertainment Management Group** is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 15<sup>th</sup> day of February 2024.

AYES: 7

NAYS: Alderman Artie Woods

ABSENT: 0

APPROVED this 15<sup>th</sup> day of February 2024.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk



Professional Services Agreement made this date 01/30/24, between The City of Wood Dale, IL. (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 **\$85,000.00** {see item #7}. Please Initial A.P.

1. EVENT : 2024 Wood Dale Prairie Fest Please Initial AP
2. DATES OF ENGAGEMENT: June 27-30, 2024 **RAIN OR SHINE** Please Initial AP
3. Location: Community Park, 655 N. Wood Dale Rd. Please Initial AP

4. **SERVICES PROVIDED:** 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. From the budget, **AGENT** will rent dressing trailer and generator to power the trailer. From the budget, **AGENT** will rent hotel rooms, ground transportation, backline, and hospitality for national headliner. **AGENT** will provide on-site presence at the above referenced event, solely related to the musical concert portion of the event. 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.

Please Initial AP

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 **Blooze Brothers, Hello Weekend, iPop, THE SMITHEREENS with guest vocalist MARSHALL CRENSHAW, Good Clean Fun, Renegade Wildflower, Alt 101, Too Hype Crew, HiFi Superstar 7th Heaven**

Please Initial AP

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

{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

Reimbursement to **AGENT** for purchased bottled water, soda and diet soda for the stage.

{c} This contract cannot be canceled unless mutually agreed upon by both parties unless **AGENT** breaches this Agreement.

{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 Acts of God, riots, strikes, labor difficulties, epidemics, pandemic, 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}. **PURCHASER** has premises liability insurance in connection with the Community Park property located at 655 N. Wood Dale Road, Wood Dale, IL.

{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 which may be invoiced by BMI or ASCAP, or any other music licensing agency regarding **PURCHASER** hosting a festival that includes live and recorded music are the sole responsibility of the **PURCHASER**.

{g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be adjudicated in the Circuit Court of the 18th Judicial Circuit Court, DuPage County, Wheaton, IL.

{h} It is agreed that **AGENT** acts as an Talent Broker to the **PURCHASER** and assumes no liability hereunder. To the fullest extent provided for by law, **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **AGENT** indemnifies, holds harmless, and defends **PURCHASER** from and against all claims arising out of the actions or inactions of **AGENT**. The **AGENT** shall provide to the **PURCHASER** a certificate of the **AGENT'S** commercial liability insurance and a certificate of insurance of any subcontractors. Said certificates of insurance must identify the following participating governmental entities as additional insured and contain the following language: The City of Wood Dale, the Wood Dale Park District and Wood Dale School District No. 7 and all officials, agents, and employees of said entities in connection with the operations of named insureds are included herein as additional insureds.

{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 \$42,500.00 Deposit to, and in the name of, ENTERTAINMENT MANAGEMENT GROUP no later than 03/08/24.**

**PURCHASER shall pay a \$42,500.00 Final Payment to, and in the name of, ENTERTAINMENT MANAGEMENT GROUP not later than 05/24/24**

Please Initial AP

x Annunzio Pulice Date   /  /  

x Murray Weiner EMG Date 01/30/24

**PURCHASER**  
The City of Wood Dale  
404 N. Wood Dale Rd.  
Wood Dale, IL 60191

**AGENT**  
Murray Weiner DBA Entertainment Management Group  
1064 Cheltenham Rd.  
Elk Grove Village, IL 60007

**Here is the final 2024 band lineup/schedule.  
No advertising of *with guest vocalist Marshall Crenshaw* until March 25th.**

**Thursday June 27**

6:00pm-7:30pm: Blooze Brothers  
8:15pm-10:00pm: Hello Weekend

**Friday June 28**

6:15pm-8:15pm: iPop  
9:00pm-10:30pm: The Smithereens with guest vocalist Marshall Crenshaw

**Saturday June 29**

3:00pm-4:15pm: Good Clean Fun  
5:00pm-6:30pm: Renegade Wildflower  
7:15pm-8:45pm: Alt 101  
9:30pm-11:00pm: Too Hype Crew

**Sunday June 30**

5:15pm-6:45pm: HiFi Superstar  
7:30pm-9:30pm: 7th Heaven

Bands	\$55,000
Production	<u>\$30,000</u>
	\$85,000 total budget