

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois VILLAGE BOARD RECREATION AND COMMUNITY BUILDING COMMITTEE MEETING AGENDA

7:15 PM May 15, 2017

Or Immediately Following the Administration Finance & Legislation Committee Meeting

Call to Order

Roll Call

Public Comment (3 Minutes per person with a 30 minute meeting limitation)

Approval of Minutes:

April 18, 2017 Recreation and Community Building Committee Minutes

ACTION ITEMS

1. Consideration of a Resolution Authorizing a Facility Usage License Agreement with OneHockey, LLC.
2. Consideration of a Resolution Authorizing an Agreement with the Village of Bensenville and American Mobile Staging to Provide Stages, Sound and Lighting Equipment in the Not-to-Exceed Amount of \$13,600.00 for Libertyfest 2017

INFORMATIONAL ITEMS

Adjournment

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**May 15, 2017**DESCRIPTION:**April 18, 2017 Recreation and Community Building Committee Minutes.**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:**

Description

Upload Date

Type

DRAFT_170418_REC**5/10/2017****Cover Memo**

Village of Bensenville
Village Board Room
12 South Center Street
Bensenville, Illinois 60106
Counties of DuPage and Cook

**MINUTES OF THE RECREATION AND
COMMUNITY BUILDING COMMITTEE**
April 18, 2017

CALL TO ORDER: Trustee Jaworska called the meeting to order at 7:33 p.m.

PRESENT: Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Carmona, DeSimone, Jaworska, Majeski, O'Connell

Absent: Chairman Wesseler

Village Clerk, Ilsa Rivera-Trujillo was also present.

A quorum was present.

Staff Present: E. Summers, T. Finner, B. Flood, F. Kosman,
S. Viger, C. Williamsen

Public Comment: There was no public comment.

Approval of Minutes: The March 21, 2017 Recreation and Community Building Minutes were presented.

Motion: Trustee Majeski made a motion to approve the minutes as presented. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

Diversified Audio Group: Village Manager, Evan K. Summers, presented to the Committee a Resolution to Approve an Agreement for Sound and Lighting Equipment for Music in the Park, 2017 with Diversified Audio Group in the Amount of \$17,875.00.

There were no questions from the Committee.

Motion: Trustee O'Connell made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee Majeski seconded the motion.

All were in favor. Motion carried.

American Mobile Staging:

Village Manager, Evan K. Summers, presented to the Committee a Resolution to Approve an Agreement between the Village of Bensenville and American Mobile Staging to Provide a Stage for 11 Show Dates for Music in the Park, 2017 in the Amount of \$16,995.00.

There were no questions from the Committee.

Motion: Trustee DeSimone made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

200 X 85:

Village Manager, Evan K. Summers, presented to the Committee a Resolution Authorizing a Facility Usage License Agreement with 200 X 85, LLC.

There were no questions from the Committee.

Motion: Trustee Majeski made a motion to approve this item for placement on a future Village Board Meeting agenda for action. Trustee DeSimone seconded the motion.

All were in favor. Motion carried.

Informational Items:

Director of Recreation, Todd Finner, provided the Committee with a construction update on the Edge II rinks.

ADJOURNMENT: Trustee DeSimone made a motion to adjourn the meeting.
Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

Trustee Jaworska adjourned the meeting at 7:55 p.m.

DRAFT

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, May 2017

DRAFT

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation and Community
Events**DATE:**May 15, 2017**DESCRIPTION:**Consideration of a Resolution Authorizing a Facility Usage License Agreement with OneHockey, LLC.**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input checked="" type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:**DATE:**

May 15, 2017

BACKGROUND:

The Village has encouraged OneHockey, LLC to use the Edge Ice Arenas as one of the host sites for the 2017 - 2019 seasons.

OneHockey has been in the business of running tournaments since 2003. Currently, OneHockey operates hockey tournaments in Rochester, NY; Edmonton, Alberta; Blaine, MN; West Chester, PA; Presov, Slovakia; Wake Forest, NC; Westchester, NY; Pembroke Pines, FL; Hershey, PA; Thunder Bay, Ontario; Hamilton, New Jersey; Pompano Beach, FL and a few other Midwest locations.

OneHockey has created their own niche in the tournament business. With an increased focus on promotions, they do everything possible to make the participants feel special. Every player receives welcome gifts, players are interviewed on camera and posted to their YouTube page, red carpet treatment for the player of the game and mascots hanging with parents and players alike help to create a festival like atmosphere.

The DuPage Visitors Bureau is currently working with OneHockey to provide incentives to bring their tournament operations to Bensenville.

KEY ISSUES:

The Resolution presented approves a Facility Usage License Agreement with OneHockey, LLC. The agreement will cover any and all ice times reserved by OneHockey at the Edge over Thanksgiving weekend, Martin Luther King Jr. weekend, President's Day weekend and the final weekend of April. This license would become effective on May 23, 2017 and expire on May 22, 2019.

OneHockey will pay the Village \$335.00 per hour plus 5% Village amusement tax for all ice times throughout the 2017-18 season. In the second and final year of this agreement, all ice time charges will be subject to an additional 3% increase.

OneHockey will replace MyHockey tournaments at the Edge as the primary tournament operator. MyHockey was unable to commit to hosting its usual number of tournaments at the Edge and was unable to match the hourly rate offered by OneHockey. MyHockey cites a decline in out of state visitors to his tournament business as a reason for scaling back operations. However, he will continue to base his local operations out of two other Kane County facilities.

Staff feels that Bensenville's location offers a unique competitive advantage to attract out of state visitors over other tournament sites in the Chicago area. We are centrally located, close to O'Hare airport and downtown

Chicago is reasonably accessible. With the installation of the new floors, staff feels that the time is right to forge a new partnership with an up and coming tournament operator. OneHockey will bring a new and fresh product to the Chicago area market and take advantage of these factors.

Given the current local hotel and restaurant expansion plans, events such as OneHockey tournaments will attract out of state revenues and provide a positive impact to direct spending in Bensenville at a time when seasonal business is not typically experiencing peak demand.

ALTERNATIVES:

- This Resolution requires approval by the Village Board. Should the Board not approve the Resolution, 200 X 85, LLC will not be entitled to use the Arenas under the terms of the proposed Facility Usage License Agreement.
- Discretion of the Committee.

RECOMMENDATION:

Staff recommends approving the Resolution with OneHockey, LLC.

BUDGET IMPACT:

This Agreement will provide the Village with revenues in the form of license fees, amusement tax and increased concession sales commissions. Total resulting revenues are in excess of \$116,000.00 for license fees and amusement tax. These revenues are included in the 2017 annual budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing a Facility Usage License Agreement with OneHockey, LLC.

ATTACHMENTS:

Description	Upload Date	Type
Agreement	5/11/2017	Exhibit
Resolution	5/11/2017	Resolution Letter

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 23rd day of April, 2017, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and OneHockey, LLC, a California Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to OneHockey, LLC, (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on May 23, 2017 and shall expire on May 22, 2019.

2. Usage.

- a. **Ice Time.** In each Annual Operating Year, which is hereby defined as the time period from September 1st through August 31st of the following year, Licensee shall purchase ice time from Licensor pursuant to the schedule set forth in "Exhibit C to this Agreement. Licensee shall notify Licensor of a request for increased annual ice time prior to June 1st of each year of this Agreement.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.
- f. The License shall also authorize Licensee to the use of Licensor designated non-exclusive vendor space for the purpose of generating additional revenue. Such vendor locations shall be located in mutually agreed upon locations and shall only be permitted to sell merchandise that is not in direct competition with existing permanent vendors.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for a deposit of fifty percent (50%) of all charges due and owing the following month. The invoiced amount shall become due and owing the first day of the month following the invoice date. The remaining fifty percent (50%) of the monthly invoice shall become due prior to the first scheduled ice time of the following month.
- b. The invoiced amount shall be based upon the following hourly rate of \$335.00 per hour for the first year of the term. Thereafter, the hourly rate shall increase by three percent (3%) for each subsequent year of the License.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.

- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of the hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.
- c. Licensor reserves the right, within not less than thirty (30) days prior to scheduled ice time, and upon written, verbal or email notice, to preempt Licensee's use of the Arena. Licensor shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensor, issue refunds or credits in lieu of said ice time.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.

- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Ice will not be resurfaced until ice surface has been vacated. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, participants, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - ☐ American Athletic Union
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. Licensee vendor fees shall be waived for the two (2) vendors. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling. Products sold or given away as marketing and promotions must not be similar in nature to those sold in Licensor concession, restaurant or pro-shop.
- m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.
- n. Licensee shall notify its customers/members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor. Activities will be suspended until Licensee and its customers/members remove any and all outside food and beverage from the Arena.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, changing rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."

- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in “Exhibit C.” Requests for additional resurfacing will be honored based upon the availability of staff and equipment. No fees shall be charged for the ice resurface prior to each game.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee’s option.

9. Assumption of Risk.

Licensee, Licensee’s employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys’ fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.

- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:
Village of Bensenville
Attn: Evan Summers
12 S. Center Street
Bensenville, Illinois 60106
esummers@bensenville.il.us
(630) 594 – 1105 Fax

and

Joseph Montana
Montana & Welch, LLC
11952 S. Harlem Avenue, Suite 200A
Palos Heights, IL 60463
jmontana@montanawelch.com
(708) 448 – 7007 Fax

ii. For Licensee:


OneHockey, LLC,.
Attn: Sebastien Fortier
24312 Dale Drive
Laguna Hills, CA 92653
sebastienf@onehockey.com
(888) 784 – 6444 .1000

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

OneHockey, LLC

By: _____
Village Manager

By:  _____
Sebastien Fortier

Its _CEO_____

Attest: _____
Deputy Village Clerk

Attest: Holli Rahl _____
Secretary

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and OneHockey, LLC, a California Corporation** ("hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.
- I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.**

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME/SCHEDULE

[Attach schedule]

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the detailed ice schedule to be issued no later than August 15th of each annual operating year.

2017-18

November 23 – November 26, 2017

Thursday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)
Friday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)
Saturday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)
Sunday: 8:00 am – 4:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

January 12 – January 15, 2018

Friday: 8:00 am – 10:00 pm Jefferson East and West (unless Junior or RMU play)
Saturday: 8:00 am – 10:00 pm Jefferson East and West (unless Junior or RMU play)
Sunday: 8:00 am – 10:00 pm Jefferson East and West (unless Junior or RMU play)
Monday: 8:00 am – 1:00 pm Jefferson East and West (unless Junior or RMU play)

February 16 – February 19, 2018

Friday: 8:00 am – 10:00 pm Jefferson East and West (unless Junior or RMU play)
Saturday: 8:00 am – 10:00 pm Jefferson East and West (unless Junior or RMU play)
Sunday: 8:00 am – 10:00 pm Jefferson East and West (unless Junior or RMU play)
Monday: 8:00 am – 1:00 pm Jefferson East and West (unless Junior or RMU play)

April 27 – April 29, 2018

Friday: 8:00 am – 10:00 pm Jefferson East, West and John (unless Junior Team or RMU play)
Saturday: 8:00 am – 10:00 pm Jefferson East, West and John (unless Junior Team or RMU play)
Sunday: 8:00 am – 4:00 pm Jefferson East, West and John St (unless Junior Team or RMU play)

2018-19

November 22 – November 25, 2018

Thursday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)
Friday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)
Saturday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)
Sunday: 8:00 am – 4:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

January 18 – January 21, 2019

Friday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

Saturday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

Sunday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

Monday: 8:00 am – 1:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

February 15 – February 18, 2019

Friday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

Saturday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

Sunday: 8:00 am – 10:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

Monday: 8:00 am – 1:00 pm Jefferson East, West and John Street (unless Junior or RMU play)

April 26 – April 28, 2019

Friday: 8:00 am – 10:00 pm Jefferson East, West & John (unless Junior Team or RMU play)

Saturday: 8:00 am – 10:00 pm Jefferson East, West & John (unless Junior Team or RMU play)

Sunday: 8:00 am – 4:00 pm Jefferson East, West & John (unless Junior Team or RMU play)

Exhibit D

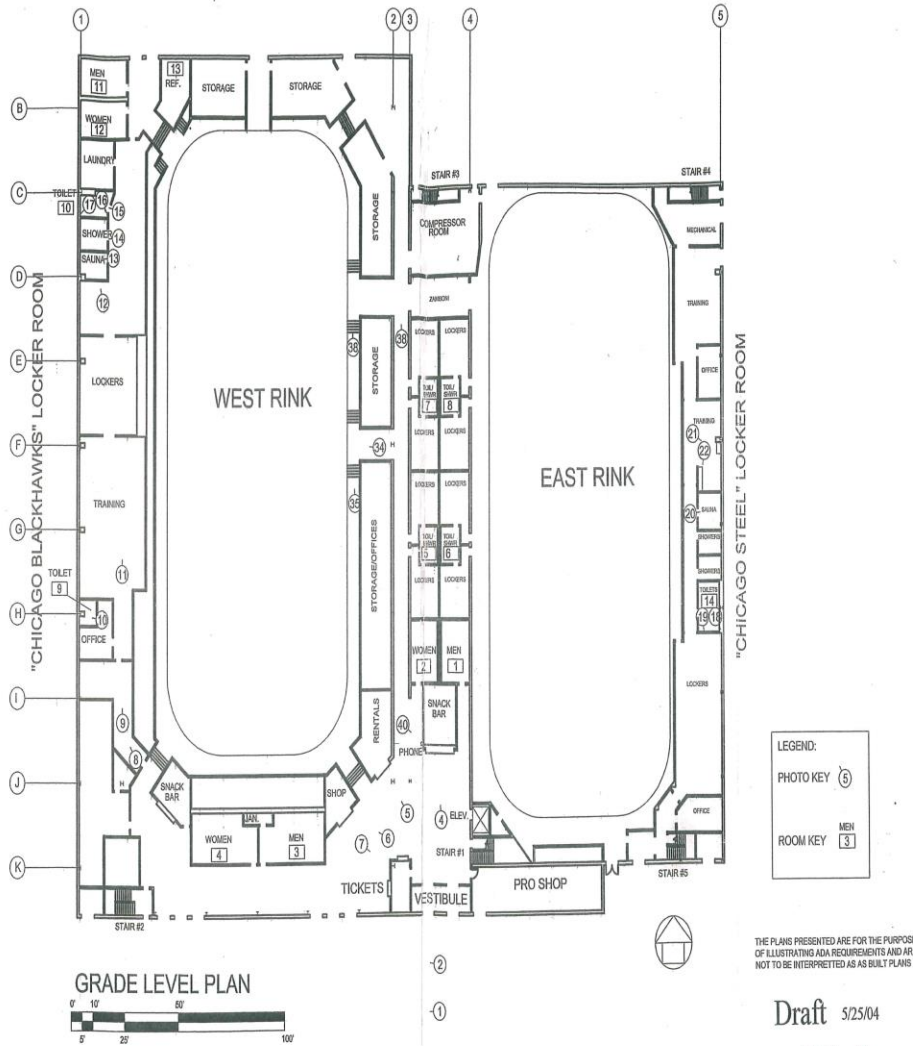
Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

<u>Rental Facility</u>	<u>Cost</u>	<u>Please check if required</u>
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day	
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	

Exhibit E

Vendor Space Designations (Please indicate your desired location)



GRADE LEVEL PLAN

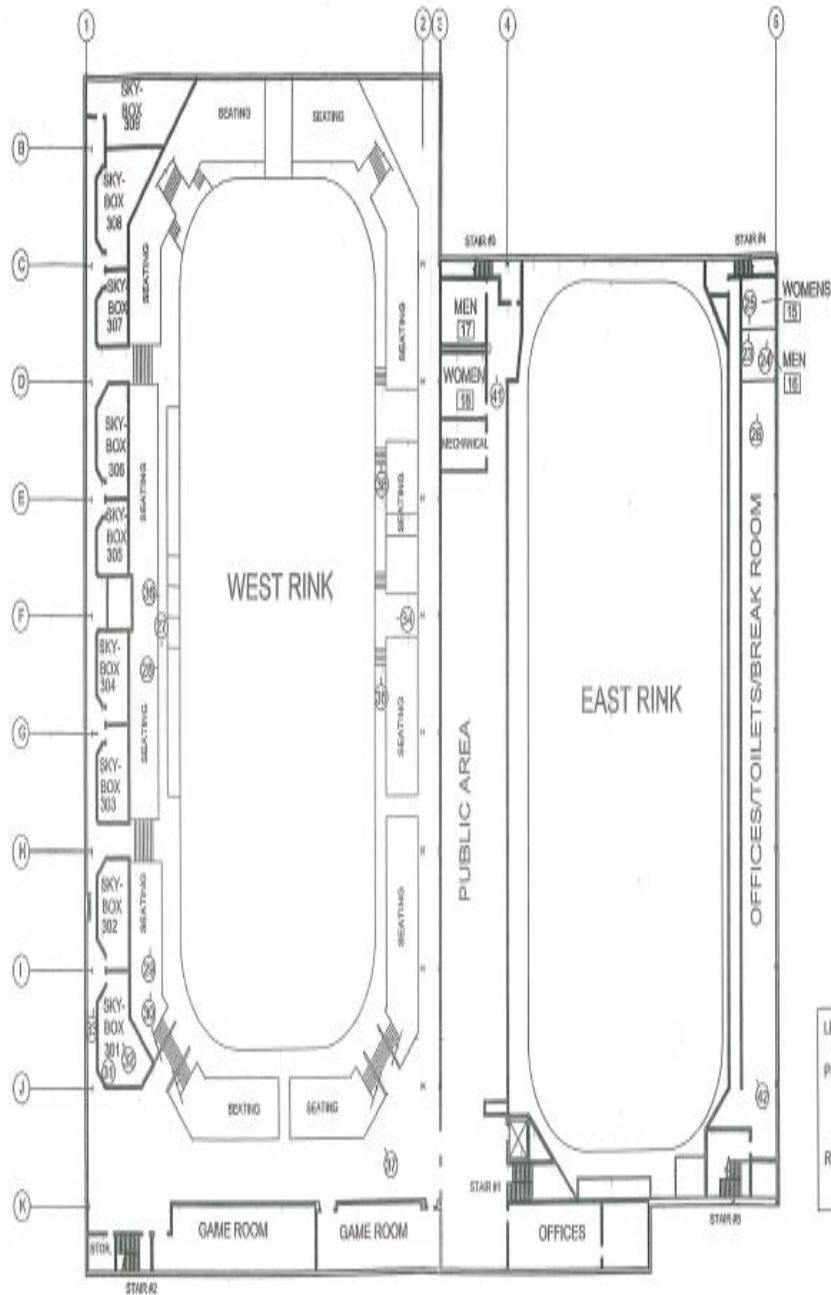


THE EDGE II ICE ARENA
 BENSENVILLE, ILLINOIS

77,264 S.F. (GRADE LEVEL)

Draft 5/25/04

X-1



UPPER LEVEL PLAN



THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

THE PLANS PROVIDED ARE FOR THE PURPOSE
OF ILLUSTRATING ADA REQUIREMENTS AND ARE
NOT TO BE INTERPRETTED AS AS BUILT PLANS



Draft 5/25/04

X-2

RESOLUTION NO.

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH ONE HOCKEY, LLC**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of attracting special events to Bensenville as well as generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, OneHockey, LLC has expressed a desire to enter into an Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the President and Board of Trustees of the Village of Bensenville have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with OneHockey, LLC.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 23rd day of May, 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Mary Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Resolution**SUBMITTED BY:**Bob Flood**DEPARTMENT:**Recreation**DATE:**May 15, 2017**DESCRIPTION:**

Consideration of a Resolution Authorizing an Agreement with the Village of Bensenville and American Mobile Staging to Provide Stages, Sound and Lighting Equipment in the Not-to-Exceed Amount of \$13,600.00 for Libertyfest 2017

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality CustomerOriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

REC

DATE:

May 15, 2017

BACKGROUND:

Formal bidding was held for firms to provide 2 stages, sound equipment, lighting and generators for Libertyfest on July 4th, 2017. On March 16th, bid results indicated that the lone bidder was American Mobile Staging. American Mobile Staging has provided the same equipment for several years and has not increased their cost of doing so since 2014.

KEY ISSUES:

Bid notifications were posted on the village website, printed in 2 publications and email solicitations were sent to 4 - 5 local stage companies inviting them to bid. AMS was the only company to follow up with questions regarding the project and were proactive in making sure that any and all bid details were agreed upon to the satisfaction of the Village. AMS also added in a portable dressing room for the musicians to prepare in, which none of their competitors have been able to provide in the past.

ALTERNATIVES:

- Re-bid the specifications and seek additional, alternate bidders
- Use the band shell at Redmond Park and only rent the sound equipment
- Arrange for purchase of all equipment for future use.
- Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the Resolution authorizing an agreement with American Mobile Staging.

BUDGET IMPACT:

The cost of \$13,600.00 was included in the 2017 annual budget for Libertyfest under account 11070110 - 577013.

ACTION REQUIRED:

Approval of the Resolution authorizing an agreement with the Village of Bensenville and American Mobile Staging to provide two stages, sound and lighting equipment for the not-to-exceed amount of \$13,600.00 for the Libertyfest celebration on July 4, 2017.

ATTACHMENTS:

Description

Upload Date

Type

Stage, sound and Lighting Signed Bid**5/9/2017****Backup Material**

**AMS Stage, Sound and Lighting Signed Contract
Resolution**

**5/9/2017
5/10/2017**

**Backup Material
Resolution Letter**

Village of Bensenville

Invitation to Bid with Specifications

2017

**Concert Stage, Sound and Lighting for
Bensenville's Libertyfest, July 4th, 2017**



BENSENVILLE
GATEWAY TO OPPORTUNITY

**Bensenville Recreation Department
735 E. Jefferson St. Bensenville, IL 60106
Phone: 630-594-1134 Fax: 630-594-1143
www.Bensenville.il.us**

LEGAL NOTICE

Official notice is hereby given that Sealed Bids will be received in the Office of the Village Clerk, 12 S. Center, Bensenville IL 60106 until 11:00 am local time on Thursday, March 16th, 2017, and then at said office publically opened and read for following:

Libertyfest Stage, Sound and Lighting Equipment

The Village of Bensenville ("Village") is seeking the complete provision of a Concert Stage, sound and lighting equipment for musical acts to perform on July 4th, 2017 at the annual Libertyfest 2017, from an established professional firm or firms with extensive experience in providing dependable and sturdy stages to municipal and private sector shows.

Plans, specifications and bid forms can be found at www.bensenville.il.us under "Business" tab; or can be requested from Robert Flood, Assistant Director of Recreation by e-mail to bflood@bensenville.il.us or by telephoning 630-594-1134; or by calling in person during Village business hours at The Edge Ice Arena, 735 E Jefferson St, Bensenville, Illinois 60106.

All bids shall be accompanied by a Bid Bond or Cashier's Check made payable to the Village of Bensenville for not less than ten percent (10%) of the bid amount.

Ilsa Rivera-Trujillo
Village Clerk

GENERAL TERMS AND CONDITIONS

1.0 CONDITIONS - Bidders should become familiar with all conditions, instructions and specifications governing their proposal. Bidders are advised to inspect the concert venue site prior to bidding. It is the Bidder's responsibility to become familiar with all site requirements and conditions. Once the award has been made, failure to have read all contract conditions, instructions and specifications of their contract is not a reason to alter the original contract or to request additional compensation. The term "Village" in these bid documents means the Village of Bensenville, Cook and DuPage Counties, Illinois.

2.0 BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a Cashier's Check, certified check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

2.3 Upon execution of the contract, the Bid deposit will be returned. Failure of the bidder to execute a contract after notification of award of contract will result in forfeiture of the Bid deposit. The Bid deposit shall be retained by the Village of Bensenville as liquidated damages and not as a penalty.

2.4 Village will return Bid deposits from unsuccessful Bidders if requested after contract is awarded by the Village Board and all documents are executed.

3.0 REFERENCES - Bidders must provide three (3) current references with their bid proposals which can be used to determine the experience and capabilities in performing this type of work. Include company name, address, contact name, telephone number and email address.

4.0 ADJUSTMENTS TO CONTRACT - The Village reserves the right to adjust the scope of work, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment is based on accepted unit prices.

5.0 MULTI-YEAR CONTRACT - Contracts with a duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

6.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES

6.1 The Bidder understands and agrees that all contract times are of the essence. Penalties will be imposed for non-completion on the set dates.

6.2 Liquidated damages owed the Village, at the Village's option, may be deducted from any payments to the Contractor, or by the calling of the performance bond or other security required by the Contract of the Contractor to secure its performance of the Contract.

7.0 MEETING BEFORE WORK BEGINS - It is mandatory that the Contractor meets with the Assistant Recreation Director or his designee(s) prior to the start of work or delivery of services for each event in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

8.0 SAFETY – While working on the Village rights-of-way and property, the Contractor shall conform to all federal, state, and local regulations and to all safety standards within the concert staging industry for the delivery and setting up of sound stages for performances and for all other services to be provided by the Contractor. These standards include wind MPH stability to winds in excess of 60 m.p.h.

9.0 TAX EXEMPT STATUS – The Village is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. No portion of the bid price shall include charges for such taxes. The Illinois State Exemption Number will be provided after the Contract is awarded.

10.0 PRICING - All pricing for goods and services included in this bid shall be good through December 31, 2017.

11.0 CONTRACT EXTENSION OPTION & ESCALATOR CLAUSE - The proposal shall provide that the Village shall have the option to extend the Contract for two (2), one-(1) year periods, with the first such extension running from January 1, 2018 through December 31, 2018; and the second extension from January 1, 2019 through December 31, 2019, with such option to be exercised by the Village on or before March 1st of each year. Such extension shall be on terms identical to those for the period through December 31, 2017, except that as to the price for each extension period there may be an adjustment for labor, material, and equipment costs not exceed the Published Chicago Consumer Price Index (CPI) for the previous twelve-month period.

SCOPE OF WORK AND SERVICES

Bidding requirements, general terms and conditions, scope of work and other special requirements are hereby made part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

Contractors will provide, set up, and remove the provided stages and equipment for the July 4th festivities at Redmond Park in 2017. This Bid requires the Contractor to: 1) furnish all equipment, materials, labor and coordination for the installation of the stage, sound and lighting on the event date, so that it will be set up, ready, and able to function no later than 2:00 p.m. on the event date; and 2) dismantle and have the equipment completely removed following the conclusion of the event. The specifications contained herein describe the minimum requirements of the Village and any omission shall not relieve the Contractor of furnishing quality service in a timely manner.

I. LIBERTYFEST STAGE SPECIFICATIONS

- The provided stage bids should include:
- 2 Separate Stages, 1 for the concert at Redmond Park and 1 for the parade announcers to be placed at the corner of York Rd and Memorial Rd
- 1 Concert Superstage, no smaller than a 32'x24'x4'
- Banner system for flanking and rear banners
- Back drop
- Skirting
- Single stair unit for stage entry
- Set up and delivery
- Stage must have stamped structural engineering showing strength and wind ratings.
- Wind rating needs to meet or exceed 60 MPH
- 1 Parade Stage Should be no smaller than 16'x16'x3', with skirting and single stair entry, set up on the south west corner of York and Memorial Roads by 9:00am on July 4th

LIBERTYFEST SOUND AND LIGHTING SPECIFICATIONS

- 42 Instrument Lighting System to fit specified stage dimensions
- Premium 4 Block sound equipment capable of producing clear, quality sound for a crowd placed approximately 20-30 acres around, including monitor rigs, boards,

delays, fully wired microphone and mic stand packages, snakes, cabling, consoles, power supplies, technicians and transportation, delivery, setup, operation and removal

- 2 Generators for Stage and Food vendors, 1 carrying 60 KW and 1 carrying 80KW

II. SETUP AND TAKE-DOWN

The Contractor shall perform the following:

- A. The Contractor's field crew will meet as agreed upon, with assigned Village personnel to go over areas of the placement for the concert stage.
- B. At the end of the show, Contractor is to remove all equipment, with removal to be completed by 11:59 p.m. on July 4th, unless specifically permitted otherwise by the Assistant Recreation Director or designee, in which case the stage must be removed no later than 12:00 noon the day following the event

III. ASSUMPTIONS AND SERVICES PROVIDED BY THE VILLAGE

The bid shall be awarded based upon the assumption that the Contractor shall furnish all equipment and man-power necessary for the delivery, set-up and removal of the stage, sound and lighting equipment without any assistance from or the presence of Village personnel on the site. However, if timely requested by the Contractor, the Village shall provide the following:

- A. At the time of set up and removal of the stage, control and direction of vehicle traffic on Village streets and public rights-of-way as may be necessary for such.
- B. Where a particular performance may have special requirements, the presence of a Village representative to provide the Contractor any information relative to such.

BIDDER INFORMATION SHEET

NAME: (PRINT) DAVE GIRARDI

SIGNATURE: 

COMPANY NAME: (PRINT)

AMERICAN MOBILE STAGING

ADDRESS: 1841 MITCHELL BLVD
SCHAUMBURG, IL 60193

TELEPHONE: 847. 584. 0350

FACSIMILE: 847. 584. 0352

EMAIL: dgirardi@ameritech.net

Please Return to: Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 South Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope plainly marked: LIBERTYFEST, CONCERT STAGE, SOUND AND LIGHTING – BID.

The Proposals must be received by **Thursday, March 16th, 2017**. It is the responsibility of the proposer to deliver its bid to the designated person at the appointed place. Late delivery of a proposal for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the proposal.

BID PRICE FORM

If this bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Price includes all aspects associated with the Contractor furnishing supervision, labor, delivery, tools, and equipment necessary to complete the planning, fieldwork, execution and removal of stages each week meeting all specifications herein.

Year	Stage Price	Sound & Lighting Price	Bid Total
2017 LIBERTYFEST	\$5,790.00	\$8,160.00	\$13,950.00
	32 X 24 STAGE 16 X 16 STAGE (10) Cable Ramps	(2) Generators (1) dressing room RV-CLASS C	
GRAND TOTAL (2017) = \$ <u>\$13,950.00</u>			

The Village Board reserves the right to reject any and all Bids or portions thereof

Signed:


Authorized Signature

Where bidder is a corporation, add:

Attest: _____
(Secretary or other authorized officer)

Date:

5/1/17

(CORPORATE SEAL)

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

These terms and conditions apply to all purchases/services and become a part of each bid.

1.0 NON-DISCRIMINATION IN EMPLOYMENT - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.

2.0 REMOVAL OR SUSPENSION OF BIDDERS - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with contract specifications;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for the length of time specified in the contract;
- D. Contractor is found guilty of collusion;
- E. Bankruptcy or evidence of insolvency is found;
- F. An employee currently serves as a Bensenville Village Board member or Bensenville employee is financially involved in the proposed work.

3.0 COMPLIANCE WITH LAW

3.1 The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

3.2 All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.).

3.3 Bidder must complete, notarize and return the Bid Compliance Page with bid.

4.0 BIDDING CONDITIONS

4.1 Bid Definitions –

- A. “Bidding documents” include the advertisement of invitation to bid, terms and conditions, scope of work/specifications, bid price form and proposed contract documents including addenda posted prior to receipt of bids.
- B. “Addenda” are written graphic instruments issued prior to execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

4.2 Bid Price Form – Prices shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked “Libertyfest, Concert Stage, Sound and Lighting – Bid.”

4.3 Late Bids – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

4.4 Withdrawal of Bids -- A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document that may be binding as to the bidder and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

4.5 Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, **post all addenda on the Village website (www.bensenville.il.us) under “Business” heading.** Addenda shall not be made less than four (4) days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and the Village does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

4.6 Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

4.7 Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. It is the bidder's responsibility to regard all addenda which will be posted on Village website at least four (4) days prior to date established for receipt of bids.

5.0 AWARD, REJECTION OR DISQUALIFICATION OF BIDS - Village staff will evaluate all properly submitted bids, and will grade and rank all bids received with respect to the criteria set forth in this invite to bid, each proposer's references, past show performances (when applicable), and the proposed fee. The Village will then select the top preferred bidder, with whom a contract, on a form to be provided by the Village, will be negotiated.

The Village Board has the ultimate authority to approve any proposal and to authorize execution of the negotiated contract.

Submitted Bids are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting bids. Issuance of this bid does not obligate the Village to pay any costs incurred by a respondent in its submission of a bid or making any necessary studies or design for the preparation of their bid, or for procuring or contracting for the services to be furnished under this bid.

The Village reserves the right to accept the bid that is, in its judgement, the best and most favorable to the interests of the Village and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted in the invite to bid process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their bids.

5.1 Responsibility of a bidder is determined by taking the following into consideration:

- A. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- B. The ability, capacity and skill of the Bidder to perform the Contract to provide the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. The quality of performance of previous contracts of services;
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract of service;

- F. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- G. The number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to bid;
- I. The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. The financial resources of the Bidder;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration; and
- O. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness; and,
- P. Any other evidence of Bidder's responsibility as determined by the Village.

5.2 The Village may reject any and all Bids, and may re-advertise for new bids.

5.3 The following may be cause for disqualification of a submitted Bid:

- A. Prices excessively high and/or exceed monies available for the intended purchase;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in conformance to the required format; or qualification
- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;
- H. Bidder fails to submit required information, literature, samples or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign Bid; and
- K. Bidder is prohibited by local, state or federal law from entering into public contracts.

5.4 Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.

5.0 NOTICE OF AWARD – After the acceptance and award of the bid, and upon receipt of a purchase order executed by the proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

6.0 VILLAGE SUPERVISION - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as “additions” and safety duties are to be determined by bidder awarded with the contract.

7.0 SAFETY/LOSS PREVENTION PROGRAM – The Village may request that the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

8.0 VENUE – The parties hereto agree that for the purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

9.0 INJURY TO PERSONS AND DAMAGE TO PROPERTY

10.1 Contractor is responsible for all injury to person and property damage caused by their work performed for this contract. The Contractor shall defend, indemnify, and hold harmless the Village for all liability related to such injury and damage claims under the Scope of Work of this contract caused by bidder, hereunder.

10.2 If damage exists before work begins (i.e. sidewalk, driveway cracks) it is recommended that contractor notify Assistant Director of Recreation prior to starting work. Take pictures of preexisting damage before beginning. This is for the Contractor’s protection.

11.0 VILLAGE INSURANCE REQUIREMENT – Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed.11/85) with the Village of Bensenville named as additional insured; and

- 2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- 3) Insurance Services Office Business Auto Liability coverage form CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- 4) Workers' Compensation as required by the Labor Code of the State of Illinois

B. Minimum Limits of Insurance Contractor shall maintain limits no less than:

- 1) Commercial General Liability \$1,000,000 combined single limited per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$2,000,000 or a project specific aggregate of \$2,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

- 1) Workers' Compensation and Employers' Liability Coverage - The insurer agrees to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.
- 2) All Coverages- Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

D. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

E. Verification of Coverage - Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

12.0 SUBCONTRACTING, ASSIGNMENT - The Contractor shall not assign all or any portions of the Contract, nor shall the Contractor subcontract any portion of the contract, except as may be expressly approved in writing by the Village. The Contractor shall remain fully liable for all portions of the Contract executed by any subcontractor and for all claims and liabilities arising therefrom as if such portions of the contract were performed by the Contractor itself.

13.0 ASSUMPTION OF LIABILITY - Contractor assumes liability for all injury to or death of any person or persons, including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed by contractor for the purpose of this agreement.

14.0 INDEMNITY-HOLD HARMLESS PROVISION - To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or as a direct consequence of the performance of this work by the Contractor, American Mobile Staging, its employees, their subcontractors, resulting from work performed under this Agreement, except for those claims that arise out of the sole legal cause of the Village of Bensenville, its agents, or employees. The Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising out of the work performed under this agreement.

15.0 DEFAULT - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- If the contractor/vendor fails to make delivery of materials or to perform the services within the time specified herein or any extension hereof; or
- If the contractor/vendor fails to make progress so as to endanger performance of the contract; or

- If the contractor/vendor fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

16.0 PAYMENT - Fifty percent (50%) of the Contract price will be submitted to the Village Board for approval for payment upon the execution of the Contract, with the remaining fifty percent (50%) of the Contract price being submitted for approval for payment upon the conclusion of the event on July 4th, 2017. Vendors' payments are submitted for approval at regular Village Board meetings which typically occur on the second and fourth Tuesdays of the month. Payment are typically made by check and issued the same week as payout approval. Payments are not submitted for Village Board approval until the appropriate Village staff has accepted the product or service to be delivered, or work performed under contract.

17.0 PAYMENT WITHHELD - The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the contractor to make payments properly to subcontractors or for material or labor;
- D. Damage to other contractors' tools, materials, work or equipment;
- E. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

18.0 LIENS – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

19.0 NO JOINT VENTURE OR EMPLOYMENT RELATIONSHIP - For all purpose of any Contract between the Village and Contractor, the Contractor shall be an independent contractor, and no such Contract shall be deemed as creating a joint venture or employment relationship between the Village and the Contractor, its employees and agents, or any subcontractor.

The undersigned, duly authorized to execute this Invitation to Bid on behalf of the Bidder, affirms that the Bidder understands and agrees to the foregoing terms and conditions.

Bidder:

American mobile staging
Bidder Name

By: [Signature]
Signature
VP
Title

5/1/17
Date

(If corporation) Attest:

Signature

Title

(Corporate Seal)

**VILLAGE OF BENSENVILLE
BID COMPLIANCE CERTIFICATION**

I, Dave Girard, having been first duly sworn, depose and
(owner/authorized company representative)
state as follows:

American Mobile Staging ("Contractor"), having submitted a proposal
for:
(Name of Company)

to the Village of Bensenville, hereby

certifies that said Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
4. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
5. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).
6. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: [Signature]
(Officer or Owner of Company stated above)

Title: VP

SUBSCRIBED AND SWORN to before me

this 1 day of may, 2016.



√	Submittal Checklist – Bid Packet must be returned in its entirety
	Bidder Information Sheet
	Bid Price Form
	Addenda Number Acknowledged, if applicable
	References
	Contractor's Certification's if Applicable
	Bid Security of 10%
	Signature Page
	Bid Compliance Page
	Copy of Submittal Checklist

AWARDED CONTRACTOR REQUIREMENTS	
Payment Bond, if applicable	N/A
Certificate of Insurance	Due upon execution of Contract
Certificate of Compliance	Due upon execution of Contract
Executed Contract with Authorized Signatures	Due upon acceptance of Bid

Village of Bensenville
12 S Center St.
Bensenville, IL 60106
P: (630)766-8200

Request for Proposals – References sheet
2017 Music in the Park Staging

Stage Provider Business Name: AMERICAN MOBILE STAGING
Contact Person: DAVE GIRARDI
Mailing Address: 1841 MITCHELL BLVD
City, State Zip: SCHAUMBURG, IL 60193
Telephone Number: () 847.584.0350
Fax Number: () 847.584.0352

REFERENCES

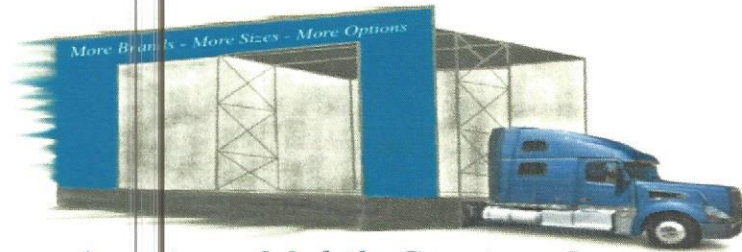
Organization: VILLAGE OF BENSENVILLE
Contact person: BOB FLOOD
Mailing Address: 12 SOUTH CENTER
City, State Zip: BENSENVILLE, IL 60106
Telephone Number: () 224.254.8207
Fax Number: () —
Length of Association: 10 YEARS

Organization: ENTERTAINMENT MANAGEMENT GROUP INC.
Contact person: MURRAY WEINER
Mailing Address: 1064 CHELTENHAM ROAD
City, State Zip: ELK GROVE VILLAGE, IL 60007
Telephone Number: () 847.364.6400
Fax Number: () —
Length of Association: 10 YEARS

Organization: NORRIDGE PARK DISTRICT
Contact person: MARK DESOLVO
Mailing Address: 4631 N. OVERHILL
City, State Zip: NORRIDGE, IL 60706
Telephone Number: () 708.457-1244 EXT #2
Fax Number: () —
Length of Association: 10 YEARS

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 Bensenville
Attn. Bob Flood
12 South Center
Bensenville, IL 60106

Dear Bob,

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

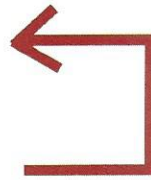
Thank you again for choosing American Mobile Staging, Inc.

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 **4/13/2017**.
2. Between American Mobile Staging, Inc. ("AMS") and **Village of Bensenville** ("customer").
3. To provide services, personnel and/or equipment for **Bensenville 4th of July 2017**.
4. The services shall be provided by American Mobile Staging, Inc. to customer from: **7/4/2017** to **7/4/2017**.
5. All personnel and equipment shall be returned to AMS by **7/5/2017**.
6. Customer agrees to pay to AMS a total fee of: **\$13600.00**
7. A non-refundable deposit shall be paid with the execution of this contract in the amount of: **\$6800.00**
8. With the balance due prior to set up: **7/4/2017** In the amount of: **\$6800.00**
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 Bensenville
Attn. Bob Flood
12 South Center
Bensenville
IL 60106
Phone: 224-254-8207
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:



Signature
Required.

Schedule A Services to be Provided And Amendments

Year: 2017 Invoice # 8433
 Date Out: 7/4/2017
 Date In: 7/4/2017
 Show: Bensenville 4th of July 2017

Stages come with:	Stage	1	2	3	4
Banner Bars.....	Yes				
Sound Wings.....	Yes				
House Mix Site....					
Drum Riser.....					
Back Drop.....	Yes				
Monitor Mix Site..	Yes				
Skirting.....	Yes	Yes			
Extra Stair Units..					

SERVICES PROVIDED

1. 48 Inst Lighting System
- 2.
- 3.
- 4.
5. 1 SL-250 B Stageline New Generation
6. 1 16'X10'X3' Mix/Stage
7. (This 16x10 Stage is for Parade route only)
- 8.
9. 4 Block Sound System with monitor rig
10. (3) Delays arrive on July 4th only
11. (2) Wireless delays arrive on July 4th only
12. 20 Feet of cable ramp.
13. One mobile home dressing room
14. (1) 60 KW for vendors
15. (1) 80 KW generators

Discount:

Sub Total \$13,600.00

Total Equipment: \$13,600.00

Amendments:

16. Client to supply (3) 4 x 8 risers for delay stacks.
17. Client must supply tent for mixing board and decking to level the ground.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.

Amendment Total:

Expenses:

Total Expenses:

LABOR

DATE	Crew	RATE	OT	OT TOTAL	TOTAL
------	------	------	----	----------	-------

Total Labor:

Total Labor:

Total Expenses:

Trucking:

Total Equipment: \$13,600.00

Amendments:

On Site Additions:

Total: \$13,600.00

Payments:

Balance Due: \$13,600.00

Customer,

On behalf of:



Signature
Required.

Schedule B

Additional Terms, Conditions and Change Orders

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

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.

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 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 invitees.

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 5 of contract agreement.

Customer,

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.

 Signature Required.
- I accept onsite labor. _____ I decline onsite labor _____.
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' WengerStage	(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-250 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.

Customer,

on behalf of:



Signature
Required.

RESOLUTION NO.
A RESOLUTION APPROVING A PURCHASE ORDER FOR
STAGING, SOUND AND LIGHTING EQUIPMENT
AT LIBERTYFEST, 2017

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates parcels of land commonly known as Redmond Park and operates a parade as well as a music concert celebration commonly known as Libertyfest on July 4th each year; and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license an agreement to provide for stages, sound and lighting equipment to be used during Libertyfest; and

WHEREAS, an organization known as American Mobile Staging, an Illinois based company, seeks the bid with the VILLAGE for execution of the stage, sound and lighting equipment agreement pursuant to the terms and conditions as expressed in contract contained within; and

WHEREAS, American Mobile Staging has expressed a desire to continue the previous Agreement for providing said equipment in accordance with the terms and conditions as expressed in the agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, Village President Frank DeSimone and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with American Mobile Staging
NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

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

SECTION TWO: The Village President is hereby authorized to execute a purchase order and agreement in the not to exceed amount of \$13,600.00 with American Mobile Staging to provide all stage, sound and lighting equipment scheduled for Libertyfest, 2017.

Payment is to be made in two installments. First installment of \$6,800.00 upon signing of the contract, and the second installment of \$6,800.00 on July 4th, 2017.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the Village President and Board of Trustees of the Village of Bensenville, Illinois this 16th day of May, 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____