Trio Ellas

Type Reference Date 4/20/2017 Bill

Original Amt. 5,250.00 Balance Due 5,250.00

4/25/2017 Discount

Payment 2,625.00

Check Amount

2,625.00

Checking

50% Down Payment for RR Days Performance J

2,625.00

PRODUCT SSLT103

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

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Western DuPage Chamber of Commerce, Inc.

Trio Ellas Date

4/20/2017

Type Reference Bill

Original Amt. 5,250.00 Balance Due 2,625.00

7/5/2017 Discount

Check Amount

Payment 2,625.00 2,625.00

2939

Checking

50% Down Payment for RR Days Performance J

2,625.00

#### PERFORMANCE AGREEMENT

This contract (the "Agreement") made and entered into this 24th day of April, 2017 (the "Execution Date").

#### BETWEEN:

Western DuPage Chamber of Commerce c/o David Sabathne (the "Purchaser")

#### -and-

Trio Ellas

Stephanie Amaro de Abad, Nelly Cortez, and Suemy Gonzalez (Individually and collectively the Performer')

#### BACKGROUND:

- A. The Performers are professional entertainers known as Trio Ellas; and
- B. The Purchaser wished to engage the Performer and is willing to undertake to do so, subject to the terms and conditions as follows:
- C. IN CONSIDERATION OF and as a condition of the Purchaser hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Agreements made by the Performer must be signed and approved by any of the group members listed above. Any payments by check or money order should be made out to Trio Ellas.

The Performer's business address is as follows:

#### Business Address of the Performer

Address: 31171 Calle Del Campo Telephone: (562) 233-2730 Telephone: (562) 686-2234 Email: trioellas@hotmail.com

#### Address of the Purchaser

Address: 306 Main Street, West Chicago, IL 60185 Telephone: (630) 231-3003 Email: team@westerndupagechamber.com

#### Venue

The place of performance (the" Venue") is located at:

Name:

Address: 479 W. Forest Avenue, West Chicago, Illinois 60185 Telephone: (630) 231-3003

#### **Performance**

The entertainment to be provided by the Performer is generally described as Traditional Mariachi, classic romantic tunes with a fresh contemporary twist (the "Performance").

#### Date and Time of the Performance

The date of the Performance is Saturday July 8 and Sunday 9, 2017. The Venue will be available for set-up and sound check on Sunday and Sunday prior to performance. The Performer will play 4 set/s on these dates approximately as follows:

| Set                            | Start Time | <b>Ending Time</b> |
|--------------------------------|------------|--------------------|
| Saturday 7/8 (1) 45 minute set | 6:30pm     | 8:00pm             |
| Sunday 7/9<br>Parade           | 12:30pm    | TBD                |
| Sunday 7/9<br>Meet & Greet     | 3:00pm     | 3:30pm             |
| Sunday 7/9 Set 1               | 4:30pm     | 5:15pm             |
| Sunday 7/9 Set 2               | 5:30pm     | 6:15pm             |

#### Payment

In full consideration for all services rendered by the Performer at the Performance, The Purchaser agrees to pay the Performer a fixed fee of \$5,250.00 US Dollars (the "Fee"). Hotel accommodations (2 rooms), 3 round trip flights and per diem included.

#### **Deposit**

The Purchaser will pay to the Performer \$2,625.00 US Dollars as a deposit (the "Deposit") by April 30, 2017. If the Purchaser fails to provide the Deposit promptly by April 30, 2017 the Performer may cancel this Agreement without further obligation.

#### **Overtime Rate**

If and when agreeable to the Purchaser and the Performer, the time of the Performance may be extended at the hourly overtime rate of \$900.00. US Dollars, to be paid prior to the overtime period.

#### Performer Expenses

The Performer agrees that the Fee is inclusive of all expenses, holiday entitlements, traveling expenses to and from the Venue and covers any payment whatsoever due to other members of the group or unit, except as expressly provided in this agreement. If accommodations are deemed necessary Purchaser-will provide and pay for suitable lodging.



#### Payment of Balance

Promptly after the last set on the final date of the Performance, the Purchaser will pay to the Performer any outstanding balance of the Fee in cash, money order, or certified check.

#### Cancellation

The Performer reserves the right to cancel this Agreement without obligation upon notice to the Purchaser prior to June 5, 2017. In the event the Performer cancels the Performance under the terms of this section, the Deposit will be returned to the Purchaser promptly. The Purchaser reserves the right to cancel this Agreement without obligation upon notice to the Performer prior to June 5, 2017. In the event of said cancellation, the Deposit will be returned promptly. Cancellation by the Purchaser for any reason later than June 5, 2017 will result in forfeit of the Deposit. Cancellation by the Purchaser later than July 5, 2017 will

require payment of the balance owing to the Performer.

#### Non-performance by the Purchaser

Those obligations of the Purchaser that are to be performed prior to the Performance of the Performer are conditions precedent which must be performed in full by the Purchaser before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Purchaser cancels or postpones any performance without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Purchaser will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Purchaser will forfeit any Deposit already paid to the Performer.

#### Sound and Lighting Systems

The Performer will use the sound and light systems provided by the Purchaser. The Purchaser will provide and compensate personnel to operate as lighting technician and sound engineer. The Performer will designate a representative who will have sole authority in mixing and controlling all sound equipment during the Performance and during each rehearsal. Notwithstanding the above, the adjustment of the volume and sound level of any equipment will be at the sole discretion of the Purchaser. If an adequate Sound system is not available the Trio will provide one at an additional fee of \$150.00.

#### **Security Deposit**

The Performer will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance.

#### Force Majeure

Neither the Performer nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Purchaser.

#### Sickness and Accidents

The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. Failure to meet its obligations under this section will result in the Performer returning any and all outstanding deposits to the Purchaser.

#### **Key Personnel**

The Purchaser agrees that any changes in key personnel prior to the date of the Performance are at the sole discretion of the Performer. The Performer agrees that any key personnel changes will be made in good faith and will reflect the spirit and intent of this Agreement.

#### Indemnification

The Performer is responsible only for its own conduct. The Performer will be compensated by the Purchaser for any and all damage done to the Performer's equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds the Performer harmless for any and all property damage or personal injury that results

approvals, licenses and variances necessary for the Performance.

#### Security

The Purchaser will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises.

The Purchaser is also responsible to ensure that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

#### Governing Law

The Purchaser and the Performer submit to the jurisdiction of the courts of the State of California for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

This Agreement will be enforced or construed according to the laws of the State of California.

#### **Mediation and Arbitration**

If a dispute will arise under the terms of this Agreement, the party claiming the dispute will have 10 days to notify the other party. The party not claiming the dispute will have 30 days to remedy the dispute. In the event that the dispute is not remedied within this time period, then any party at its option will have ten (10) days to submit the dispute to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the statutory rules of that program. If such services are not available, the dispute will be submitted to arbitration in accordance with the laws of the State of California.

The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

#### Covenant of Good Faith and Fair Dealing

The Purchaser and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

#### Miscellaneous Terms

Time is of the essence in this Agreement. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision

The Exclusive nature of this agreement prohibits Performer from entering into another agreement to perform within 50 miles of the Purchasers performance location for 30 days prior to and 30 days following the scheduled performance date

reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by the Performer or to the Performer by ; the Purchaser, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Purchaser's successors and assigns. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Purchaser for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

The Purchaser will be responsible for providing suitable power and electricity for the Performance.

It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Purchaser will control the scheduling of the Performance. The Performer is not an employee of the Purchaser. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other purchasers. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Performer and the Purchaser have duly affixed their signatures under hand and seal on this 24th day of April, 2017.

| of April, 2017.                |                          |
|--------------------------------|--------------------------|
| Western DuPage Chamber of Comm | merce c/o David Sabathne |
|                                | Trio Ellas               |
|                                | Date                     |



# Trio Ellas

31171 Calle Del Campo San Juan Capistrano, Ca 92675 (562) 233-2730

Invoice

TO: Western DuPage Chamber of Commerce c/o David Sabathne

306 Main Street

West Chicago, Il 60185

Phone: 630 231-3003

| Quantity                                | Description   | Discount | Unit Price | Total      |
|---|---|----------|------------|------------|
| 4                                       | Railroad Day: Three 45 minute sets Parade and workshop. |          |            | \$5,250.00 |
| ********                                | Sound System  |          | \$150.00   | N/A        |
|   |   |          |            |            |
|   |   |          |            |            |
| *************************************** |   |          |            |            |
| *******************                     |   |          |            |            |
| *************************************** |   |          |            |            |

| Total:                       | \$5,250.00 |
|------------------------------|------------|
| Deposit Due April 30, 2017 : | \$2,650.00 |
| Balance Due July 9, 2017 :   | \$2,650.00 |



Make all checks payable to TRIO ELLAS Credit cards and Paypal accepted
Please indicate your name and date of event on your check
THANK YOU FOR YOUR BUSINESS!

LOUL

Alex Macaluso

Date 7/5/2017 Type Reference Bill

Original Amt. 800.00 Balance Due 800:00

7/5/2017 Discount

Payment 800.00

Check Amount

800.00

Lost In Time-Band

Checking

PRODUCT SSLT103

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

800.00

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4040

Reid Spears

Date 7/5/2017 Type Reference

Original Amt. 1,750.00

**Balance Due** 1,750.00

7/5/2017 Discount

Check Amount

Payment 1,750.00 1,750.00

1,750.00

PRODUCT SSLT103

Checking

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

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# 2017 PERFORMANCE CONTRACT

Thank you for agreeing to be part of West Chicago's Railroad Days

| Special Event:  | Railroad Days, West Cl   | nicago.  | •  |  |
|---|--|--|--|--|
| Performer(s)/Group Name:  | BILLY ELTON  |  |  |  |
| Address: 24656 Generation Driv  | Y6   | CityPlainfield   | St. IL   | Zip 60585  |
| Phone Number:815/782-6646   |  |  |  |  |
| Email Address:InsdOutRS@aol.com   |  |  |  |  |
| I hereby state that I, Reid Spears<br>the PERFORMER or PERFORMING GROUP,<br>PERFORMING GROUP, I hereby agree to   | herein after referred to as  | PERFORMER OF PERFORM   | HING GROUP. As   | esentative for<br>PERFORMER OF   |
| Contracted For:   | West Chicago Railroad  | Days   |  |  |
| Date(s) & Time(s):  | Friday, July 7th   |  |  |  |
| Duration of Performance:  | appx: 8:30-10:30ppm  |  |  |  |
| # of Performances:  |  |  |  |  |
| Location:   | 479 W, Forest Avenue,  |  |  |  |
| Set Up Time:  | Load In 7pm/ Set up: ar  |  |  |  |
| Payment Agreement:  | \$1,750 check paid by C  | hamber + ends water  | 2 food linkste   | Reid Spears  |
| It is further agreed and understood<br>PERFORMER OF PERFORMING GROUP TH   | AT the following terms and   | conditions shall apply:  | 25% (24)   |  |
| 1. You must arrive at Venue at least 90 minutes otherwise stated, our events opers 3. Performer or Performing Group, so bouted 4. Performer or Performing Group, so bouted 4. Performer or Performing Group, so bouted 5. After the close of the event, the Performer of Performer or performing injury was caused by the negligence of William of Performer or Performer or Performer of Performer or Performer or Performer or Performer or Performer or DuPage Chamber of Commerce.  8. In the event The Western DuPage Chamber of Performing Group, or where appropriate to perform and the performed to the additional materials that will be used 11. This contract should be returned to the additional materials that will be used 12. Performer or Perf | the rain or shine.  Ind by the undersigned, shall fur by the undersigned hereby egre licego from any and all liability g groups or its agents, arising of estern DuPage Chamber of Con- its or PERFORMING GROUP will be lish all transportation needed to rmance at the time(s) specified our of Commerce becomes disport shall be immediately termina all or national catastrophe, which plicable, reschedule at a later of that The Western DuPage Che ed to promote West Chicago Re dress listed below within five (5) ommerce - Attn: David Sabathne   | nish all equipment and suppli-<br>bes to release, discharge, and<br>for any personal injury or los<br>ut of, or in connection with, the<br>nmerce.  responsible for the complete of<br>fulfill this contract.  shall be cause for termination<br>bleased with the conduct of the<br>ted by the Western DuPage of<br>the causes cancellation of the easte.  The causes cancellation of the easte.  The cause of commerce may use the cause of the cause of commerce may use the cause of commerce may use the cause of the caus | es incidental for the desired hold harmless the sof equipment or all agreement unless clean up of their desired on of this agreement he PERFORMER of County Chamber of event, cancel the persent their likeness in | e service provided. b Western DuPage for any damage to ss such damage or esignated area.  In by The Western or any members of Commerce. orformance without |
| By: David Sabathne  | THE COURT WAS ARREST TO A COURT OF THE COURT | Date:  |  | entritural.  |

Paid Cash of \$650.00 Larry Mann from Band Voyage for performance on 7/7/17

Recard by; & 150

Paid Cash to JEFF PIVILIPE of
fortunate Sows Band for performance
on 7/8/17 West Chicago Railroad Days

Amount #165000 One Thousand Saf Hundred Trifty

by Da Sattle

to sign Alaman Privilege

,

# **UTC**

#### UNITED TALENT COORDINATORS

P.O. Box 38
Lombard, Illinois 60148
(630) 279-ROCK (7625) FAX: (630) 279-5776
www.unitedtalentchicago.com
joey@unitedtalentco.com

Issuance Of Contract: 5/10/2017

#### ENGAGEMENT CONTRACT

| It is hereto agreed that the PURCHASER hereby engages A | ARTIST and ARTIST | hereby agrees to perform s | said engagement, | and to be bound by |
|---|-------------------|----------------------------|------------------|--------------------|
| all terms and conditions set forth herein.              |                   |                            |                  |                    |

| 1. Purchaser: Fred Brennan | (herein referred to as PURCHASER) |
|----------------------------|-----------------------------------|
|----------------------------|-----------------------------------|

1a. Special Provisions Purchaser:

In the event of inclement weather artist is to be paid in full or be provided with a covered area to perform under. Artist to send UTC contracted commission.

Artist: THE FORTUNATE SONS / Jeff Philippe (herein referred to as ARTIST) [Creedence Clearwater Revival Tribute]
www.fortunatesons.com

2a. Special Provisions Artist:

Artist requests bottled water, pop, and juice at no cost to Artist. If paying the band via check please make payable to Jeff Philippe.

3. Engagement Date: Saturday, Jul 8 2017

3a. Billing: Festival act

4. Venue of Engagement: WEST CHICAGO RAILROAD DAYS, Pioneer Park: 479 W. Forest Ave., West Chicago, IL 60185

5. Admission: Purchaser Option

6. Time: 1-90 min. set between 7pm - 8:30pm

7. Wage: \$1150 FLAT

(a) Wage shall be paid by PURCHASER to ARTIST by Cash or Company Check upon completion of engagement unless otherwise stated in line 1a.

8. AGENT PROVISIONS: The percentage of commission is included in the gross price of this engagement. Artist agrees that present or future employers can withhold commissions due UNITED TALENT COORDINATORS.

(a) Artist hereby agrees to pay United Talent Coordinators a commission of: 10%

9. Sound provided by: Purchaser

9b. Sound Check: Line Check

10. Equipment load in: 2 Hrs. Prior To Show

9a. Sound Tech provided By: Purchaser

9c. Lights provided by: Purchaser

11. ARTIST/LEADER: The person herein above as ARTIST shall at all times exercise complete supervision, direction, and control over the services of all personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirement. ARTIST shall use all efforts to conform to rules and policies of this establishment, and shall be liable for penalties from above wages for flagrant abuse of said rules.

(a) ARTIST'S obligation hereunder are subject to prevention by sickness, accident, acts of God, labor disputes, or any other cause beyond control of ARTIST. If a performer is unavailable to perform, Leader shall arrange for a replacement.

(b) ARTIST is not an employee of PURCHASER, and executes this contract as an independent contractor.

12. Commencement of engagement is deemed to be an acceptance of all terms stated herein by PURCHASER and ARTIST. This agreement may not be changed or altered except by an instrument in writing by both parties. PURCHASER and/or ARTIST shall not have the right to transfer or assign this agreement to any third party.

13. UNITED TALENT COORDINATORS acts only as an employment agent between artist and purchaser and assumes no liability or claims hereunder this contract.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.

| Fred Brennan |       | an .      |     | Jeff Philippe       |
|--------------|-------|-----------|-----|---------------------|
|              |       | (Signatur | re) | (signature)         |
|              | , x W |           | ·   | Artist FEIN or SSN# |

Pioneer Park: 479 W. Forest Ave. West Chicago IL 60185 C/O United Talent Coordinators P.O. Box 38 Lombard, IL 60148-0038 PAID EASINT & FRANK LIVINGSTONE & KASHMIR.
BAND FOLL PERFORMANTE ON 7/E/17
VICTO EN TARORAN ROAD DAYS

AMOUNT \$3000. OF THERE TIXOUSAND AND 00/100

BY FRED PROM

TO SIGN LALL LIVINGSTON



# 2017 PERFORMANCE CONTRACT

Thank you for agreeing to be part of West Chicago's Railroad Days

| Performer(s)/Group Name: KASHMIR  Address: 2942 45° St  |
|---|
| Address: 2942.45° St. City Highland St. JN Zip 46322.  Phone Number: 219-805-1180. 'Event Day' Phone Number: same  Email Address: kashmirfrank@comcast.net. Fax Number:  I hereby state that I, Frank Livingston. (please print), am an authorized representative for the PERFORMER or PERFORMING GROUP, herein after referred to as PERFORMER or PERFORMING GROUP, As PERFORMER or PERFORMING GROUP, Livingston. (please print), am an authorized representative for the PERFORMING GROUP, herein after referred to as PERFORMER or PERFORMING GROUP, As PERFORMER or PERFORMING GROUP, Livingston. (please print), am an authorized representative for the PERFORMING GROUP, herein after referred to as PERFORMER or PERFORMING GROUP, As PERFORMER or PERFORMING GROUP, As PERFORMER or PERFORMING GROUP, Herein after referred to as Performence appx; 9-10:45ppm.  # of Performances: 1. performance. 479 W. Forest Avenue, West Chicago, IL 60185.  Set Up Time: 1. Load In 6pm/. Set up. appx. 7pm.  Payment Agreement: \$3,000 check paid by Chamber + soda, water, & food tickets  It is further agreed and understood between the Western DuPage Chamber/Railroad Days representative and PERFORMER or PERFORMING GROUP THAT the following terms and conditions shall apply:  1. You must arrive at Venue at least 90 minutes prior to the start of the event, or by prior arrangement with the Special Events Coordinator.  2. Unless otherwise stated, our events operate rain or shine.  3. Performer or PERFORMING GROUP THAT the following terms and conditions shall apply:  1. You must arrive at Venue at least 90 minutes prior to the start of the event, or by prior arrangement with the Special Events Coordinator.  2. Unless otherwise stated, our events operate rain or shine.  3. Performer or Performing Group or its agents, arising out of, or in connection with, this agreement unless such damage or injury was caused by the negligence of Western DuPage Chamber of Commerce.  5. After the close of the event, the PERFORMING GROUP with personation needed to fulfill this contract.  6. |
| Phone Number:   |
| Email Address: kashmiffrank@comcast.net   |
| I hereby state that I, Frank Livingston   |
| the PERFORMING GROUP, I hereby agree to the following terms and conditions as contained in this contract:  Contracted For:  West Chicago Railroad Days  Date(s) & Time(s):  Saturday, July, 8th.  Duration of Performance:  # of Performances:  Location:  479 W. Forest Avenue, West Chicago, IL 60185.  Set Up Time:  Load In 6pm/. Set up: appx 7pm.  Payment Agreement:  \$3,000 check paid by Chamber + soda, water, & food tickets.  It is further agreed and understood between the Western DuPage Chamber/Railroad Days representative and PERFORMING GROUP THAT the following terms and conditions shall apply:  You must arrive at Venue at least 90 minutes prior to the start of the event, or by prior arrangement with the Special Events Coordinator.  Unless otherwise stated, our events operate rain or shine.  Performer or PERFORMING GROUP bound by the undersigned hereby agrees to release, discharge, and hold harmless the Western DuPage County Chamber and the City of West Chicago from any and all liability for any personal injury or loss of equipment or for any damage to the property of the performer or performing groups or its agents, arising out of, or in connection with, this agreement unless such damage or injury was caused by the negligence of Western DuPage Chamber of Commerce.  Atter the close of the event, the PERFORMING GROUP will furnish all transportation needed to fulfill this contract.  PERFORMER or PERFORMING GROUP will furnish all transportation needed to fulfill this contract.  PERFORMER or PERFORMING GROUP will furnish all transportation needed to fulfill this contract.  PERFORMER or PERFORMING GROUP will furnish all transportation needed to fulfill this contract.  PERFORMER or PERFORMING GROUP, this agreement shall be immediately terminated by the Western DuPage County Chamber of Commerce.  In the event The Western DuPage Chamber of Commerce becomes displeased with the conduct of the PERFORMER or any members of the PERFORMING GROUP, this agreement shall be immediately terminated by the Western DuPage County Chambe |
| Date(s) & Time(s):  Saturday, July, 8th.  Duration of Performance:  # of Performances:  1. performance.  1. performance.  Location:  479 W. Forest Avenue, West Chicago, IL 60185.  Set Up Time:  Load In 6pm/. Set up: appx. 7pm.  Payment Agreement:  \$3,000 check paid by Chamber + soda, water, & food tickets.  It is further agreed and understood between the Western DuPage Chamber/Railroad Days representative and PERFORMER or PERFORMING GROUP THAT the following terms and conditions shall apply:  You must arrive at Venue at least 90 minutes prior to the start of the event, or by prior arrangement with the Special Events Coordinator.  Unless otherwise stated, our events operate rain or shine.  PERFORMER or PERFORMING GROUP, so bound by the undersigned, shall furnish all equipment and supplies incidental for the service provided.  PERFORMER or PERFORMING GROUP bound by the undersigned hereby agrees to release, discharge, and hold harmless the Western DuPage County Chamber and the City of West Chicago from any and all liability for any personal injury or loss of equipment or for any damage to the property of the performer or performing groups or its agents, arising out of, or in connection with, this agreement unless such damage or injury was caused by the negligence of Western DuPage Chamber of Commerce.  After the close of the event, the PERFORMER or PERFORMING GROUP will furnish all transportation needed to fulfill this contract.  Failure to commence or conclude a performance at the time(s) specified shall be cause for termination of this agreement by The Western DuPage Chamber of Commerce.  In the event The Western DuPage Chamber of Commerce becomes displeased with the conduct of the PERFORMER or any members of the PERFORMING GROUP, this agreement shall be immediately terminated by the Western DuPage County Chamber of Commerce.  In the event The Western DuPage Chamber of Commerce becomes displeased with the conduct of the performance without  |
| Duration of Performance:  appx: 9-10:45ppm.  # of Performances: Location:  1. performance.  479 W. Forest Avenue, West Chicago, IL 60185.  Set Up Time:  Load In 6pm/. Set up: appx. 7pm.  Payment Agreement:  \$3,000 check paid by Chamber + soda, water, & food tickets.  It is further agreed and understood between the Western DuPage Chamber/Railroad Days representative and PERFORMER or PERFORMING GROUP THAT the following terms and conditions shall apply:  1. You must arrive at Venue at least 90 minutes prior to the start of the event, or by prior arrangement with the Special Events Coordinator.  2. Unless otherwise stated, our events operate rain or shine.  3. Performer or Performing Group, so bound by the undersigned, shall furnish all equipment and supplies incidental for the service provided.  PERFORMER or PERFORMING GROUP bound by the undersigned hereby agrees to release, discharge, and hold harmless the Western DuPage County Chamber and the City of West Chicago from any and all liability for any personal injury or loss of equipment or for any damage to the property of the performer or performing groups or its agents, arising out of, or in connection with, this agreement unless such damage or injury was caused by the negligence of Western DuPage Chamber of Commerce.  5. After the close of the event, the PERFORMER or PERFORMING GROUP will turnish all transportation needed to fulfill this contract.  7. Failure to commence or conclude a performance at the time(s) specified shall be cause for termination of this agreement by The Western DuPage Chamber of Commerce.  8. In the event The Western DuPage Chamber of Commerce becomes displeased with the conduct of the PERFORMER or any members of the PERFORMING GROUP, this agreement shall be immediately terminated by the Western DuPage County Chamber of Commerce.  9. In the event of a natural disaster or regional or national catastrophe, which causes cancellation of the event, cancel the performance without  |
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| payment to performing group, or where applicable, reschedule at a later date.  10. Performer or Performing group agrees that The Western DuPage Chamber of Commerce may use their likeness in any brochures or other promotional materials that will be used to promote West Chicago Railroad Days.   |
| 11. This contract should be returned to the address listed below within five (5) day of receipt:  Western DuPage Chamber of Commerce - Attn: David Sabathne – 306 Main Street, West Chicago, IL 60185   |
| By:Authorized agent for the PERFORMER or PERFORMING GROUP   |
| Date:   |
| By: David Sabathne  |

|                                       | Received \$500.00 Cash for           |
|---------------------------------------|--------------------------------------|
|                                       | performance of Girl & the Coang Band |
|                                       | 7/7/17 X Co May                      |
|                                       | X CM May                             |
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PAID OUT \$1160.00 (ONE THOUSAND - ONE HUNDRED - ONE AND GO DOLLARS AND OF/X
TO SEMANDO PEREZ AND ESSO BAND
FOR PERFORMANCE AT 2017 RAIL ROAD DA



## 2017 PERFORMANCE CONTRACT

Thank you for agreeing to be part of West Chicago's Railroad Days

| Special Event:   | Railroad Days, West Chicago  |
|--|--|
| Performer(s)/Group Name:   | ESSO   |
| Address: 211/ N 1/1  | City At . St L. 7in Louis  |
|  | 623 (Event Day' Phone Number: 773-655-7623   |
|  | glive @ gmail com Fax Number:  |
|  | (please print), am an authorized representative for herein after referred to as PERFORMER or PERFORMING GROUP. As PERFORMER or the following terms and conditions as contained in this contract:   |
| Contracted For:  | West Chicago Railroad Days   |
| Date(s) & Time(s):   | Sunday, July 9th   |
| Duration of Performance:   | аррх: 7:45-9:30рт  |
| # of Performances:   | 1 performance  |
| Location:  | 479 W. Forest Avenue, West Chicago, IL 60185   |
| Set Up Time:   | Load In 6pm/ Set up: appx 7pm  |
| Payment Agreement:   | \$1150 check paid by Chamber + soda, water, & food tickets   |
| 1. You must arrive at Venue at least 90 minu 2. Unless otherwise stated, our events opera 3. Performer or Performing Group, so bout 4. PERFORMER or PERFORMING GROUP bound in County Chamber and the City of West Chamber | nd by the undersigned, shall furnish all equipment and supplies incidental for the service provided, by the undersigned hereby agrees to release, discharge, and hold harmless the Western DuPage cleago from any and all liability for any personal injury or loss of equipment or for any damage to groups or its agents, arising out of, or in connection with, this agreement unless such damage or estern DuPage Chamber of Commerce.  R or PERFORMING GROUP will be responsible for the complete clean up of their designated area. It is all transportation needed to fulfill this contract.  Immance at the time(s) specified shall be cause for termination of this agreement by The Western or Commerce becomes displeased with the conduct of the PERFORMER or any members of all or national catastrophe, which causes cancellation of the event, cancel the performance without plicable, reschedule at a later date.  Is that The Western DuPage Chamber of Commerce may use their likeness in any brochures or ad to promote West Chicago Railroad Days.  Idress listed below within five (5) day of receipt:  Date:  D |
| By: David Sabathne   | Date: _5/3/2017  |
| wy. David Oddannie   | *** *** *** **** ****  |

4th Point ELLEN Kus

Opening Act - Thursday 7/4/17

55 277-58-5615

500 00

X Elen B Fur

PRODUCT SSLT103

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

C80736 CORDKO4 12/31/20 15:26 -60-

Western DuPage Chamber of Commerce, Inc. Carton Craft

Date Type Reference 7/19/2017 Bill

Original Amt. 1,750:00

Balance Due 1,750.00

7/19/2017 Discount

Check Amount

Payment 1,750.00 1,750.00 2966

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PRODUCT SSLT103 USE WITH 91863 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

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C80736 GROKO4 12/31/20 15:26 -37-

American Mobil Staging, Inc. Type Reference Date 2/9/2017

Original Amt. 4,500.00 **Balance Due** 4,500.00

2/9/2017 Discount

Payment 2,250.00 2,250.00

Check Amount

2,250.00

Checking

PRODUCT SSLT103

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

C80736 CERDKO4 12/31/2014 15:26 -179-

Western DuPage Chamber of Commerce, Inc.

American Mobil Staging, Inc.

Date 2/9/2017 Type Reference

Bill

Original Amt. 4,500.00 **Balance Due** 2,250.00 7/5/2017 Discount

Payment 2,250.00

2933

**Check Amount** 

2,250.00

Checking:

2,250.00

PRODUCT SSLT103

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

C80736 (KDK04 12/31/20 15:26 -70-

<u>American Mobile Staging Inc.</u> 1841 Mitchell Blvd. Schaumburg, IL. 60193





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

#### ATTENTION NEW ADDRESS

Western DuPage Chamber of Commerce Attn. Dave Sabathne 306 Main Street West Chicago, IL 60185

#### Dear Dave

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.

# Schedule A Services to be Provided And Amendments

| Year: 2017 Date Out: 7/6/2017 Date In: 7/9/2017 Show: Rail Road Days 2017  SERVICES PROVIDED  1. 2. 3. 4. | Invoice # | 8296                     | So<br>Ho<br>Di<br>Ba<br>M<br>SI<br>Ex | anner B<br>ound W<br>ouse Mi<br>rum Ris<br>ack Dro<br>onitor M<br>kirting<br>xtra Sta | Stage ars ings ix Site er p Mix Site ir Units | 1<br>Yes<br>Yes<br>Yes |          | 3 4       | )( |
|---|-----------|--------------------------|---------------------------------------|---|---|------------------------|----------|-----------|----|
| 5. 1 SL-250 A Stageline New Generation 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. Discount:                      |           |                          | LABOR<br>Date                         | Crew  | RATE  | <u>o</u> I             | OT TOTAL | TOTAL     |    |
| Sub Total  Total Equipment:   |           | \$4,500.00<br>\$4,500.00 |                                       |   |   |                        |          |           |    |
| rotal Equipment.  |           | ψ4,000.00                |                                       |   |   |                        |          |           |    |
| Amendments:<br>16.  |           |                          |                                       |   |   |                        |          |           |    |
| 17.<br>18.  |           |                          |                                       |   |   |                        |          |           |    |
| 19.   |           |                          | Total La                              | hor   |   | ~                      |          |           | -  |
| 20.   |           |                          | Total La                              |   |   |                        |          |           | ₹  |
| 21.   |           |                          | Total Lab                             |   |   |                        |          |           |    |
| 22.   |           |                          | Total Exp                             |   | <b>::</b>                                     |                        |          |           |    |
| 23.   |           |                          | Trucking<br>Total Equ                 |   | nt:   |                        |          | \$4,500.0 | 0  |
| 24.   |           |                          | Amendm                                |   |   |                        |          | + .,      | ~  |
| 25.   |           |                          | On Site A                             |   | ns:   |                        |          |           |    |
| Amendment Total:  |           | V Sur                    | Total:                                |   |   |                        |          | \$4,500.0 | 0  |
| Expenses:   |           |                          | Payment                               | s:  |   |                        |          |           |    |
|   |           |                          | Balance                               | Due:  |   |                        |          | \$4,500.0 | 0  |
| Total Expenses:   |           |                          |                                       |   |   | _                      |          |           | ر  |

Customer, President

On behalf of hamber of Commerce

alf Ofhamber of Commerce 306 Main St. West Chicago, IL 60185



# Schedule B Additional Terms, Conditions and Change Orders

|     | Change to contract   | Fee | Approved By: |
|-----|--|-----|--------------|
| 1.  |  |     |              |
| 2.  |  |     |              |
| 3.  |  |     |              |
| 4.  | The state of the s |     |              |
| 5.  |  |     |              |
| 6.  |  |     |              |
| 7.  |  |     |              |
| 8.  |  |     |              |
| 9.  |  |     |              |
| 10. |  |     |              |

#### 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 warrants 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 it transported by customer. Customer shall return all equipment to AMS in the same condition as delivered to Customer, except for normal weer 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 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 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 hamiless from any and all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this

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.

Western DuPage
Chamber of Commerce
306 Main St.
OWEST CUSTOMER,
OWEST CHAMBER OF COMMENTS.
OWEST CHAMBER OF COMMENTS.
OWEST CHAMBER OF COMMENTS.



#### 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.
- 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   |

| l accept onsite labor | . I decline onsite labor | (x) | Required |
|-----------------------|--------------------------|-----|----------|
|-----------------------|--------------------------|-----|----------|

- 6. The customer understands and agrees not to cover, hide or remove the AMS logo or phone number on any rented stage.
- 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.
- 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
2. 16/X16/X3' American Mobile Mix/Stage
3. 24/X16/X4' Superstage
4. 28/X14/X3' Century Stage
5. 32/X24/X3' Superstage Stage
6. SL100 24/X20'X5' Stageline Stage
7. 32/X20'X4' Superstage Stage
8. 32/X24/X4' Superstage Stage
9. SL-250 Stageline New Generation
9. SL-250 Stageline Stage
9. SL-250 Stageline New Generation
9. SL-250 Stageline Stage
9. SL-250 Stageline New Generation
9. SL-250 Stageline New Generation
9. SL-250 Stageline Stage
9. SL-250 Stageline Sta
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5, Proident

- 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 falls 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.

Western DuPage Chamber of Commerce 306 Main St. Wester Micego, IL 60185



<u>American Mobile Staging Inc.</u> 1841 Mitchell Blvd. Schaumburg, IL. 60193

SERVICES PROVIDED

**Total Expenses:** 





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

#### ATTENTION NEW ADDRESS

Western DuPage Chamber of Commerce Attn. Dave Sabathne 306 Main Street West Chicago, IL 60185

| 1.     |  |     |           | -          |
|--------|--|-----|-----------|------------|
| 2.     |  |     |           | Ĭ          |
| 3.     |  |     |           | - 1        |
| 4.     |  |     |           | 1          |
|        | 1 40'x24' Century Front Row Stage  |     |           | 1          |
| 6.     |  |     |           |            |
| 7.     |  | **  |           |            |
| 8.     |  |     |           | 1          |
| 9.     |  |     |           | 3          |
| 10.    |  |     |           | 1          |
| 11.    |  |     |           | - 1        |
| 12.    |  |     |           | 4          |
| 13.    |  |     |           | 1          |
| 14.    |  |     | Sub Total |            |
| 15.    |  |     |           | 7          |
|        | Discount:  |     |           |            |
|        | AND THE RESIDENCE OF THE PROPERTY OF THE PROPE | 127 |           | \$4,500.00 |
|        | Total Equipment:   |     |           | \$4,500.00 |
| 16.    |  |     |           |            |
| 17.    |  |     |           |            |
| 1.5.5  |  |     |           |            |
| 18.    |  |     |           |            |
| 19.    |  |     |           |            |
|        |  | *** |           |            |
| 20.    |  |     |           |            |
| 21.    |  |     |           |            |
| 22.    |  |     |           |            |
| 23.    |  |     |           |            |
|        |  |     |           |            |
| 24.    |  |     |           |            |
| 25.    |  |     |           |            |
| —Ar    | mendment Total:  |     |           |            |
| $\geq$ |  |     |           | ==         |
|        |  |     |           | 1          |
|        |  |     |           | X4         |
|        |  |     |           |            |

Invoice No. 8296

Date Stamp: 2/8/17

Year: 2017 Date Out: 7/6/2017

Date In: 7/9/2017

Show: Rail Road Days 2017

DATE Crew RATE OT OT TOTAL TOTAL

**Total Labor:** 

**Total Labor:** 

**Total Expenses:** 

Trucking:

**Total Equip:** 

\$4,500.00

ST.....

Amendments:

On Site Additions:

Total:

\$4,500.00

Payments:

\$2250.00

**Balance Due:** 

\$2250.00

Santo lanno Jr.

Date Type Reference 6/30/2017

Original Amt. 750.00 Balance Due 750.00 7/5/2017 Discount

Check Amount

Payment 750.00 750.00

750.00

Checking

PRODUCT SSLT103 USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

C80736 (IKDK04 12/31/2) 15:26 -65-

David J. Sabathne' Type Reference Date 6/30/2017 Bill

USE WITH 91663 ENVELOPE

Original Amt. 750.00 Balance Due 750.00

7/5/2017 Discount

1/)

Payment 750.00 750.00

Check Amount

Checking

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

750.00

C80736 CRDK04 12/31/200 15:26 -69-

RJ Recording

Date Type Reference
7/5/2017 Bill

Original Amt. 8,500.00 Balance Due 8,500.00 7/5/2017 Discount

Payment 8,500.00 8,500.00

Check Amount

8,500.00

Checking

PRODUCT SSLT103 USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

C80736 ORDKO4 12/31/200 15:26 -62-

4004

Gen Power Inc.

Date 7/11/2017

Type Reference

Original Amt. 6,587.50

Balance Due 6,587.50

7/18/2017 Discount

Check Amount

Payment 6,587.50 6,587.50

Checking

6,587.50

PRODUCT SSLT103

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

C80736 CBDK04 12/31/20 15:26 -39-



#### EQUIPMENT RENTAL AGREEMENT

Contract # RSA2322-SH 7/3/2017 Date: 444 RANDY ROAD • CAROL STREAM • IL 60188-2120 (630) 462-7770 • 1-800-436-7697 • (630) 462-7444 fax Lessee Purchase Order No. This Agreement made and entered into on date shown above, by and between Gen Power Inc. (hereinafter referred to as "Lessor") and Dave Sabathne Western Dupage Chamber of Commerce Ordered By: Lessee: 630-231-3003 (O)/ 630-675-5368 Cell Phone: 306 Main St. Billing Address: Email: City, State, Zip: West Chicago, IL. 60185 (Hereinaster referred to as "Lessee") WITNESSETH: In consideration of the mutual agreements herein contained, Lessee and Lessor agree as follows: The equipment is to be used at or near the following.... Dave Sabathne Lyman & Brown Site Contact Name: Delivery Address: 630-675-5368 Cell Location Phone #: City, State, Zip: West Chicago, IL. 60185 Ploneer Park Directions/Location: Customer Return: Customer Pick-up: 10-Jul-17 5-Jul to 9-Jul Pickup Date: 5-Jul-17 Use Date: Delivery Date: Under the "CONDITIONS OF LEASE" printed on the reverse side of this agreement which are hereby made part hereof, the Lessor hereby leases to the lessee all equipment named and identified in the following equipment specifics, for use at such location, at such rental rate for approximately such time as is herein stated: and shall furnish such equipment free on board at Lessor's Branch listed above in good operating condition with all necessary tools peculiar to the equipment and not standard, including tanks, extra cable, crew and accessories as listed below. Equipment fuel tank(s) shall be topped off with the appropriate fuel upon return of equipment, and Lessee to be charged and pay for the amount of fuel required to match delivered quantity, as marked on the delivery and pickup form. This agreement includes all terms and conditions listed on the delivery and pickup form. SINGLE SHIFT (up to 50 hrs.) X DOUBLE SHIFT (51 to 100 hrs.) TRIPLE SHIFT (101+ hrs.) Rental Usage: Estimated days per week running: 1 2 3 4 5 6 7 Estimated hours of usage:(per day) 1-10 11-20 21-24 1 Week Estimated Rental Period: \$4.50 Fuel charges per gallon: Fuel pricing may change due to market conditions. Monthly: 28 Days Daily: 24 hrs. Weekly: 3-7 Days Per hour/Total Delivery/Pick Up Charges Included CERTIFICATE OF INSURANCE REQUIRED PRIOR TO DELIVERY Environmental Fee: Included RATES Month Week Serial No. Voltage Description Unit No. Qty 60 kW Generator (Stage) 1 1 60 kW Generator (Stage) 150 kW Generator (Food) 1 **Light Towers** 2 Distribution to handle supplied layout. Event Cost: \$6385.00 Plus Fuel Oil & filter charge will be prorated dependent upon run time hours used at end of rental The Lessor and Lessee for themselves, their successors, executors, administrators and assigns, hereby agree to full performance of the covenants herein contained. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written Lessee: Gen Power, Inc. Lessor: Scott D. Harbaugh Printed Name: Scott Harbaugh Printed Name Rental Manager Title: 7/3/2017 Date:

The use of Biodiesel reduces performance, increases fuel consumption and the frequency of maintenance.

The use of Biodiesel is prohibited and is subject to all charges related to restoring the fuel system to its original condition.

Nicole

4374

Party Central -Warehouse

Date Type Reference
7/11/2017 Bill

Original Amt. 5,225.98 Balance Due 5,225.98 7/14/2017 Discount

**Check Amount** 

Payment 5,225.98 5,225.98

Checking

PRODUCT SSLT103 USE WITH 916

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

5,225.98

C80736 CIRDK04 12/31/203 15:26 -51-

### Party Central-Warehouse

163 Covington Dr. Bloomingdale, II 60108 630-893-4311 Phone

www.partycentral.org

630-893-4127 Fax

Invoice #: 498955-2 Invoice Date: Mon 7/10/2017 Event Beg: Wed 7/ 5/2017 Event End: Mon 7/10/2017

Status: Closed

Operator: Thomas Calandra

Customer#: 4049

**WESTERN DUPAGE CHAMBER** 

630-231-3003 Phone

**306 MAIN STREET** 

West Chicago, IL 60185

630-231-3009 Fax

Job Descr: Railroad Days 2017!

|       | Event End Date | Status   | Part#   | Items  | Key  | Qty |
|-------|----------------|----------|---|--|--|-----|
| \$3   | Mon 7/10/2017  | Returned | NGULAR  | TABLE 8' X 30" RECTAN  | TABLE8   | _   |
| \$2   | Mon 7/10/2017  | Returned | G   | CHAIR, BLACK FOLDING   | CHAIRBL  |     |
| \$2   | Mon 7/10/2017  | Returned | LUE/WHITE   | FRAME TENT 12'X12' BL  | FRM1212BW  |     |
| \$2   | Mon 7/10/2017  | Returned | S SUBJECT TO DAMAGE AND/OR COLLAPSE<br>SEE AGREES TO HOLD LESSOR HARMLESS<br>LURE OR DEFECT OF TENT WHETHER OR<br>ALSO AGREES TO HOLD LESSOR<br>YSTEM LINES OR ANY UNDERGROUND<br>ING THE CANOPY, FRAME OR POLE TENT. | AME OR POLE TENT RENTED IS GUSTS EXCEED 15 MPH. LESSI DAMAGE RESULTING FROM FAIL ISTALLED BY LESSOR. LESSEE ANY DAMAGE TO SPRINKLER SY AGED BY LESSOR WHEN STAKI | WHEN WINDS OR OF THE PORT OF T |     |
| \$3   | Mon 7/10/2017  | Returned |   | GLOBELIGHT 6 ON CO   | GLOBE6   | . 1 |
|       |                |          | SE SUBJECT TO DAMAGE AND/OR COLLAPSE SEE AGREES TO HOLD LESSOR HARMLESS ILURE OR DEFECT OF TENT WHETHER OR ALSO AGREES TO HOLD LESSOR LYSTEM LINES OR ANY UNDERGROUND KING THE CANOPY, FRAME OR POLE TENT.            | GUSTS EXCEED 15 MPH. LESS<br>DAMAGE RESULTING FROM FAII<br>ISTALLED BY LESSOR. LESSEE<br>ANY DAMAGE TO SPRINKLER S   | WHEN WINDS OR OF FOR INJURY OR DO NOT UNIT WAS INSTAURT.   | 3   |
|       | Mon 7/10/2017  | Returned | trail   | send 4 - stakes for cust to  | MR   | 4   |
| \$    | Mon 7/10/2017  | Returned |   | STAGE SECTION 4'X8'  | STAGE48  | 3   |
|       | Mon 7/10/2017  | Returned |   | STAGE LEG 24" HIGH   | STAGELEG24   | 18  |
| \$3   | Mon 7/10/2017  | Returned | r   | 500 WATT SPOT LIGHT  | PAR56  | 8   |
| \$    | Mon 7/10/2017  | Returned | RETE  | TENT WEIGHT CONCRI   | TENTWEIGHT to secure atm mach  | 3   |
| \$1   | Wed 7/12/2017  | Returned | VHITE   | SIDEWALL 10' SOLID W   | SWS10W   | 12  |
| \$    | Mon 7/10/2017  | Returned | OR BOTTL  | COOLER, 150QT CANS   | COOLER150  | 2   |
| \$7   | Mon 7/10/2017  | Returned | IGH PEAK  | FRAME TENT 10X10 HI  | FRM1010WP  | 7   |
| \$1,8 | Mon 7/10/2017  | Returned | S SUBJECT TO DAMAGE AND/OR COLLAPSE SEE AGREES TO HOLD LESSOR HARMLESS ILURE OR DEFECT OF TENT WHETHER OR ALSO AGREES TO HOLD LESSOR SYSTEM LINES OR ANY UNDERGROUND KING THE CANOPY, FRAME OR POLE TENT.             | MAME OR POLE TENT RENTED IS<br>R GUSTS EXCEED 15 MPH. LESS<br>DAMAGE RESULTING FROM FAI<br>NSTALLED BY LESSOR. LESSEE<br>ANY DAMAGE TO SPRINKLER S               | WHEN WINDS OR<br>FOR INJURY OR D<br>NOT UNIT WAS IN:<br>HARMLESS FOR A   | 2   |
|       | Mon 7/10/2017  | Returned |   | NAVITRAC END 30'X15'   | END3015WV  | 4   |
|       | Mon 7/10/2017  | Returned | WHITE   | NAVITRAC MID 30'X10'   | MID3010WV  | 10  |
| \$1   | Mon 7/10/2017  | Returned | WALL WHI  | NAVITRACK 15' SOLID  | SWS15NTW   | 14  |
| \$1   | Mon 7/10/2017  | Returned | D WHITE   | NAVITRAC 8'X10' SOLII  | SWS10NTW   | 15  |
| \$1   | Mon 7/10/2017  | Returned | H STAND<br>CLEAN OR A \$25.00 CLEANING CHARGE WILL  | GRIDDLE 36"X20" WITH<br>ST BE RETURNED EMPTY AND C   | GRIDDLEDLX EQUIPMENT MUST BE ADDED.  | 2   |
| \$1   | Mon 7/10/2017  | Returned |   | TABLE 6' ROUND   | TABLE72  | 12  |
|       |                | Sold     | ( YARDIPATIO AREA ONLY, PICK-UP WILL BE<br>: PLEASE LEAVE EQUIPMENT IN YARD OR ON   | WO DAYS AFTER YOUR EVENT:  | IDEL-ZONE 1 DELIVERY WILL B  | 1   |
|       |                |          |   | DATEAM/PM  | DELDA  |     |
|       |                |          |   | DATEAM/PM  | P/UP D   |     |
| \$    |                | Pulled   |   | 20LB PROPANE TANK  | PROPANE20  | 2   |

**Delivery and Pickup** 

Delivery: Wed 7/ 5/2017

Contact: Pioneer Park

Pickup Date: Mon 7/10/2017

Phone:

Used at Address: 479 w forest ave ; WEST CHICAGO, IL 60185

Invoice #: 498955 WESTERN DUPAGE CHAMBER

Delivery Notes: Please Bring 3 sets of poles to hang banners

this year (6 poles)

event 7/6 - 7/9 pickup 7/15

fax 231-3009

No counters

**Rental Contract** Rental w/ 10% Disc: \$5,180.85 This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM! Sales: \$41.98 If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made. If this is a reservation, a reservation cancellation fee up to 1/2 of the total amount may be charged if reservation is cancelled within 72 hours of the scheduled "time and date out". I certify that I have read and agree to all terms of this contract. Subtotal: \$5,222.83 Party Central Sales Tax: \$3.15 \$5,225.98 Total: Paid: \$0.00 Signature: **Amount Due:** \$5,225.98 WESTERN DUPAGE CHAMBER

Western Durage Chamber of Commerce, me.

Lakeshore Recycling Systems Type Reference Bill Date 7/11/2017

Original Amt. 4,500.00 Balance Due 4,500.00 7/14/2017 Discount

Check Amount

Payment 4,500.00 4,500.00

Checking

PRODUCT SSLT103

USE WITH 91663 ENVELOPE

Deluxe Corporation 1-800-328-0304 or www.deluxe.com/shop

4,500.00

C80736 (TKDK04 12/31/26) 15:26 -53-



## INVOICE

**Hoving Pit Stop** 1655 Powis Road West Chicago, IL 60185 Tel: (630) 377-7000 Fax:(630) 377-7462

Western Dupage Chamber of Commerce 306 Main St West Chicago, IL 60185

Invoice #:

164621

Invoice Date: Jul 06, 2017

Page #:

PO Number:

| Transaction Date | Туре   | Charge Code/ Description   | Rate      | Quantity | Amount                     |
|------------------|--------|--|-----------|----------|----------------------------|
| Jul 05, 2017     | Period | (1) Western Dupage Chamber of Commerce 479 W Forest Ave Rail Road Days West Chicago, IL 60185  Special Event Special Event (Jul 05, 2017 - Jul 05, 2017) Invoice Total | \$ 109.76 | 41.00    | \$ 4,500.00<br>\$ 4,500.00 |

Due to increases in the costs of operating our businesses, including with respect to insurance, labor, disposal rates and environmental compliance, your next invoice may reflect a rate increase.

| Current     | 30-60   | 60-90   | 90-120  | 120+    | Project Balance Due |
|-------------|---------|---------|---------|---------|---------------------|
| \$ 4,500.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 4,500.00         |

TEAR OFF HERE AND RETURN LOWER PORTION WITH YOUR PAYMENT





Western Dupage Chamber of Commerce

Customer #:

001665 - 000001

Invoice #:

164621

Invoice Date:

Jul 06, 2017

PO Number:

**Hoving Pit Stop** 1655 Powis Road West Chicago, IL 60185

| Please Write in Amount of Payment Enclosed |
|--|
| 15%  |
|  |
|  |
|  |
|  |

| Credit Card:_ | _/_  |     |    | <br> | <br> | <u></u> | <br> | لــا | ر | <br>_]. | _/. | _/_ | _/_ |       | _/_ |      |      | Ex   | o: _ |      | _ | Security Code: |  |
|---------------|------|-----|----|------|------|---------|------|------|---|---------|-----|-----|-----|-------|-----|------|------|------|------|------|---|----------------|--|
| Card Holder's | s Na | ame | e: |      |      |         |      |      |   | <br>    |     | c   | rec | dit ( | Car | i Bi | lled | to a | ddr  | ess: |   |                |  |