

RESOLUTION 22-23-04

A RESOLUTION APPROVING OF THE EQUIPMENT RENTAL AGREEMENT BETWEEN THE HANOVER PARK PARK DISTRICT AND CLOWNING AROUND ENTERTAINMENT, INC.

BE IT RESOLVED by the Board of Park Commissioners of Hanover Park Park District, Cook and DuPage Counties, Illinois, as follows:

SECTION ONE: That the Equipment Rental Agreement Between the Hanover Park Park District and Clowning Around Entertainment, Inc. (the "Agreement"), dated as of May 23, 2022, is hereby approved.

SECTION TWO: The President of the Hanover Park Park District is authorized to sign the Agreement on behalf of the District.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 23, 2022

APPROVED: May 23, 2022

President

ATTEST:

Secretary

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of Hanover Park Park District, Cook and DuPage Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution No. 22-23-04, enacted on May 23 , 2022, and approved on May 23, 2022, as the same appears from the official records of the Hanover Park Park District.

Secretary

EQUIPMENT RENTAL AGREEMENT BETWEEN THE HANOVER PARK PARK DISTRICT AND CLOWNING AROUND ENTERTAINMENT, INC.

This Equipment Rental Agreement is entered as of May 23, 2022 by and between the Hanover Park Park District, an Illinois park district of Cook and DuPage Counties, Illinois (the "Park District") and Clowning Around Entertainment, Inc., an Illinois corporation (the "Contractor")

- I. The Contractor hereby agrees to deliver, install, inflate, and operate the Equipment (hereinafter defined) on the Special Event Site (hereinafter defined), and to perform the Work and furnish the Services (as both terms are hereinafter defined) on the Special Event Date (hereinafter defined) during the times hereinafter set forth.

- II. Services.
 - A. Contractor shall furnish and install inflatable slide for the use of the Park District and its guests and invitees. The inflatable slide shall include a safety stair extending from the ground to a platform at the top of with at least two walled sides before sliding down either slide to a cushioned bottom before exiting. Mesh shall cover the top portion of the slide to require guests and invitees to be seated before sliding (collectively, the "Equipment").

After the Equipment is delivered, installed, and inflated (the "Work"), the Contractor shall operate the Equipment and shall furnish and keep at least one employee as an attendant to monitor the Equipment to confirm that it is and remains properly inflated (the "Services") while it is in use by the Park District and its guests and invitees on the Special Event Date (hereinafter defined).
 - B. Days and hours of Services to be performed by Contractor shall be from 4:00 p.m. to 7:00 p.m. (the "Operating Hours") on September 10, 2022 (the "Special Event Date"). Contractor and its employees and subcontractors are granted a license to perform the Work and enter upon the Special Event Site on the Special Event Date beginning 3 hours before the Operating Hours to deliver, set up and install the Equipment, and 3 hours after the Operating Hours to take down and remove the Equipment.
 - C. Location(s) of Work to be performed by Contractor on the Special Event Date shall be the Hanover Park Park District, 1919 Walnut Avenue, Hanover Park, IL 60133 (the "Special Event Site")

- III. Contractor shall at all times have sole control over the manner, means and methods of performing the Work and the Services required by this Agreement according to its own independent judgment, and is solely responsible for the direction of its employees and agents. Contractor acknowledges and agrees that it will devote such times as is necessary to produce the contracted for results. Contractor represents and warrants that Contractor owns the Equipment being furnished, has the skills and knowledge necessary to perform the Work and the Services in a safe, proper, efficient, thorough, and satisfactory manner and understands that Park District is relying on such representation in contracting with Contractor for the Work and the Services.

- IV.
 - A. Method of payment:
Contractor will be paid within 30-45 days of receipt of invoice after the Special Event Date.

 - B. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide a completed IRS W-9 form to the Park District.

- V. Contractor acknowledges and agrees that it is responsible for all expenses, including the provision the Equipment and materials related to provision of the Work and the Services..

- VI. Contractor acknowledges and agrees that it is solely responsible for its employees/agents actions in installing and operating the Equipment, and performing the Work and the Services.

VII. Insurance.

- A. Contractor agrees to provide and keep force at all times during this Agreement, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the Park District not later than seven (7) days prior to the Special Event Date.
- .B. All insurance coverage provided by Contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Contractor's insurance and shall not contribute with it.
- C. The Park District, its officers, agents, and employees are to be covered and named as additional insureds under the General Liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause.
- D. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.

VIII. Indemnification. To the extent permitted by law, Contractor shall hold harmless, defend and indemnify the Park District and its officers, officials, employees and volunteers (collectively "Park District Indemnified Parties") from and against any and all liability, loss, damage, claim, wage and hour claim, cause of action, cost and expense (including, without limitation, reasonable attorney fees, paralegal fees and costs of litigation) of every nature arising out of or in connection with the Contractor's performance of the Work, the Services, and/or the Contractor's failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Park District.

- IX. A. Contractor acknowledges and agrees that it and its employees, its subcontractors and any subcontractor's employees, are not entitled to any benefits or protections afforded employees of the Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that it, its employees, subcontractors, and subcontractor's employees, or any of them, will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be Contractor's sole responsibility and not the Park District's. Also, it is understood that Contractor and its employees are not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, Contractor will be solely responsible for its own actions, and the acts and omissions of its employees, subcontractors, and subcontractor's employees, if any. The Park District will in no way defend Contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and business; provided such services do not create a conflict of interest or interfere with the performance of the services contemplated by this agreement.
- C. Contractor agrees not to hold itself out as an employee or joint employee of the Park District to members of the public.
- D. Contractor acknowledges and agrees that it is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees, if any, employed by Contractor.

- X. Contractor acknowledges and agrees that it will comply with all applicable laws, rules and regulations promulgated by any federal, state, county, municipal, park district or any other governmental unit or regulatory body or court.
- XI. The Park District may terminate this contractual agreement in the event of contract breach or default by the Contractor. In the event of a contract breach or default by the Contractor, the Park District shall be entitled to all available remedies at law and equity and shall be entitled to cover its actual, direct, incidental, and consequential damages caused by any such breach of default, including but not limited to the recovery of the costs incurred by the Park District to procure replacement services.
- XII. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the Work and the Services in a safe, proper, efficient, thorough, and satisfactory manner and understands that Park District is relying on such representation in contracting with Contractor for the Work and the Services.
- XIII. At least ten (10) days before the Special Event Date, Contractor agrees to provide the names of any and all employees who will be on the Special Event Site to perform the attendant monitoring Services and to have each such employee execute his or her consent to a criminal background check, and that the Park District's obligations under this Agreement are contingent upon each such Contractor employee(s) successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor, or other person on behalf of Contractor to this Agreement to perform any of the Work or the Services without cross-referencing that person with the state of Illinois and federal sexual offender registries.
- XIV. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Agreement is non-assignable by Contractor.

Clowning Around Entertainment, Inc.

Hanover Park Park District

Authorized Signature of Contractor

Authorized Signature of Park District

(Print Name)

(Print Name)

(Print Title)

(Print Title)

Date _____

Date _____

