

COUNCIL WORKSHOP ITEM

ITEM: 2001 Heritage Festival Stage Rental
DATE: January 25, 2001
PREPARED BY: Mary Scalzetti, Community Events Coordinating Team
PURPOSE: Approval of selected vendor – Stages for the 2001 Heritage Festival

DISCUSSION:

The Community Events Commission, at their January 8, 2001 meeting approved the selection of North Park Rental Service Inc., as the stage vendor for the 2001 Heritage Festival. The original quote includes four stages; however, the Lot o' Fun stage will most likely be rented thru Woodridge Park District at a much lower cost, as in 1999 and 2000. It can not be confirmed until April 1, but we have the stage on hold. Also, the Beer Garden stage will be replaced by a 60' x 90' tent with a 20' x 20' platform stage underneath. This will keep the stage operational and offer shelter to attendees should the festival experience rain as in the previous year. This change is a cost savings of \$544.00. The total cost for all stages from North Park will be \$11,719.69.

Seven companies received our RFP, and North Park Rental was the only company returning a bid. We have used North Park Rental the last two years and have received excellent product and service.

ATTACHMENT:

Quote presentation
Contract

RECOMMENDATION:

Approval of North Park Rental Services Inc., as the vendor providing stages at the 2001 Heritage Festival.

The following stage sizes were to be quoted:

EAST STAGE 30' x 20' BEER GARDEN STAGE 40' x 20'
 LOT O' FUN STAGE 32' x 16' SOUTH STAGE 40' X 24'

	Original Request	Revised Request
North Park		
East Stage (30 x 20 covered stage)	\$3,412.50	\$3,412.50
includes 8' x'10' monitor and 12' x'12' Sound Mix site		
Sound Wings (\$120.75 per pair)	\$120.75	\$120.75
Beer Garden Stage (40 x 20 covered stage)	\$3,780.00	\$3,433.50
includes 12' x 12' monitor & 12' x12' Sound Mix site		
Sound Wings (\$120.75 per pair)	\$120.75	\$120.75
Lot O' Fun Stage (32' x 16' Showmobile)	\$2,205.00 *	\$2,205.00 *
includes 12' x 12' Sound Mix site		
2 lift crank 16' Grd support - lighting	\$250.00 *	\$250.00 *
Sound Wings (\$120.75 per pair)	\$120.75 *	\$120.75 *
South Stage (40' x 24' covered stage)	\$3,963.75	\$3,963.75
includes 12' X 12' monitor & 16' x 16' Sound Mix site		
Sound Wings (\$120.75 per pair)	\$120.75	\$120.75
late night tear down charges	\$704.71	\$547.69
total contract price	\$14,798.96	\$14,295.44
*if using park district for Lot O'Fun Stage	\$12,223.21	\$11,719.69

Events Chicago

No quote returned

Super Stage & Lighting

Equipment already booked on the requested dates

Live Technologies

Equipment already booked on the requested dates

Custom Design

unable to supply equipment based on budget estimates

KCM Productions

No quote returned

Quality Concerts

No quote returned

Stage Rental Agreement

January 24, 2001

Lessor: North Park Rental
Illinois Corporation
9624 North Second Street
Machesney Park, IL 61115

Lessee: Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

Lessor and Lessee agree that Lessee shall rent Lessor's Stage on the terms set forth herein:

1. Term of Agreement: This lease shall be for the event described herein shall commence set up date and terminate upon completion of work on the strike date.

Event: Heritage Festival
Downers Grove, IL

Set up Date: June 20, 2001 (Beer Garden- June 21, 2001)

Performance Date: June 22,23,24 2001

Strike Date: June 24, 2001 at 10:00pm

2. Fee: Lessee shall pay the Lessor the sum of Eleven Thousand Five Hundred Ninety Eight and 94/100 (\$11,598.94) for the rental of the stage during the term of this lease, as follows:

- (\$2899.74) deposit upon execution of this contract.
- Balance of (\$8699.20) Due June 21, 2001

3. Lessor's Obligations. Lessor will provide the following at lessor's expense

- 1- 32' x 20' Stage with genie roof.
- 1- 8' x 10' Covered monitor
- 1- 12' x 12' Covered sound mix
- 2- 8' x 4' Sound wings
- 1- 40' x 20' Stage with genie roof.
- 1- 12' x 12' Covered monitor
- 1- 16' x 16' Covered sound mix
- 2- ~~12~~ x 4' Sound wings
- 1- 60' x 90' All White Canopy (grade A)
- 1- 20' x 20' Stage
- 1- 12' x 12' Sound mix
- 30- Canopy lights
- 1- 8' x 4' soundwing

4. Lessee's Obligations: Lessee shall provide the following at Lessee's expense
- Men responsible to raise and lower roof at all times necessary including inclement weather.
 - Bobcat needed to raise and lower center poles on canopy.
 - accommodations for June 20th and June 24th
5. Lessor's Authority: Lessor shall have the right to determine the amount, if any, of lighting and/or sound equipment which may be hung from the roof of the stage. Lessor shall have the right, in its sole discretion, to stop, cancel or postpone any performance due to actual or impending weather conditions which threaten the safety of Lessor's equipment and/or crew. In such event, Lessor shall not be liable to Lessee for any damages, direct or consequential, arising from such stoppage, cancellation or postponement, and Lessee shall not be entitled to a refund of any deposits or payments made to Lessor. All risk of cancellation due to actual or impending weather conditions is to be borne by Lessee.
6. Insurance: Lessor shall, prior to the set up date, provide Lessee with certificates of insurance demonstrating the following coverage for the Event
- A comprehensive general liability insurance policy providing bodily injury, personal injury and property damage (broad form) coverage in the amount of \$1,000,000 per occurrence shall. Such policy shall be obtained from an insurer acceptable to Lessee; shall name lessee as an additional insured; shall be in effect during the term of this agreement; and shall not be canceled or altered without giving Lessor thirty (30) days prior written notice thereof. Such policy shall insure against all losses sustained by any person, firm or corporation, including Lessee, as a result of the acts of Lessor, it's employees, agents, independent contractors or others connected in any way with it.
 - Workmen's compensation insurance in the statutory amount and employer's liability coverage in the amount of \$500,000 per occurrence, to cover Lessors employees and which policies shall be obtained from an insurer acceptable to Lessor and shall be in effect during the term of this agreement and which shall not be canceled or altered without giving Lessee thirty (30) days written notice thereof.

Presentation of the required certificates of insurance is a condition precedent to Lessee's obligations hereunder. In the event Lessors fails to provide the insurance certificates provided herein on or before the set up date, Lessee may declare the contract void.

7. Indemnification: Lessee shall indemnify, defend and hold Lessor, it's officers, agents, members and employees harmless from all claims and demands for injuries, damage or death, received by any person, firm or corporation resulting from or relating in any way to Lessee's use of Lessor's stage at the event described above, except those arising from Lessor's, Lessor's agents or employee's, negligence or intentional acts.
8. Licenses, Permits, Copyrights: Lessee shall pay for and obtain, at its sole expense, all licenses, permits and consents which are required under applicable state and federal law for the use of copyrighted music, materials, equipment, devices or performing rights, or

for the use of any trademarks or tradenames used in connection with the presentation of the performances and represents and warrants that nothing contained in the performances or in any other way connected with its activities hereunder violates or infringes any copyright, right of privacy or other statutory or common law right of any person, firm or corporation.

9. Lessor Not Liable: Lessor shall not be responsible or liable for any damage or injury that may happen to property belonging to Lessee or to the property belonging to Lessee's contractors or others in any way connected with it, or for any other damages of any kind or nature, for any cause whatever, prior, during or subsequent to the term of this agreement; and Lessee hereby expressly releases Lessor from and agrees to defend and indemnify Lessor, its officers, agents or employees against any and all claims for such loss, damage or injury to persons, property or otherwise, unless such claim's arise from Lessor's, or Lessor's agents or employee's, intentional negligent conduct.
10. Relationship Between Parties: Lessor is retained by Lessee only for the purposes set forth in this agreement and Lessee's relationship to Lessor at all times shall be that of Lessee. Lessee shall not at anytime be considered as an employee, agent or partner of Lessor; shall not be entitled to participate in or receive any benefits extended to the regular employees of Lessor, and shall not incur any debt or liability of any kind in the name of Lessor.
11. Cancellation; Liquidated Damages: If Lessee fails, for any reason whatsoever, to present the event described in this agreement in its entirety, Lessee agrees to reimburse the Lessor for all expenses incurred, including, but not limited to, cost of personnel and vehicle rental fee. In addition, there shall be a cancellation fee of 50% of the total amount set forth in contract as a fee, which the parties agree in advance is a reasonable approximation of damages which would be difficult to ascertain.
12. Remedies: No right or remedy conferred upon Lessor by this agreement or by law is exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy hereunder or by law provided and may be exercised without exhausting and without regard to any such right or remedy.
13. Entire Agreement: This instrument contains the entire agreement between the parties and may not be changed or added to really but only by agreement in writing signed by the parties.
14. Non-Waiver: The failure of either party to require performance by the other party of any provision of this agreement shall in no way affect the full right to require such performance thereafter. A waiver of a breach of any provision in this agreement shall not be held to be a waiver of any succeeding breach of provisions or as a waiver of the provision itself.
15. Choice Of Law: The laws of the State of Illinois shall govern all questions regarding the negotiation and performance of this agreement.

16. Notices: All notices regarding defaults or breaches under this agreement shall be properly given in writing and either delivered personally or sent by registered or certified mail, postage prepaid, to agent (s) whose signature (s) appears on this agreement.
17. Unforeseen Difficulties: If any reason, such as war, fire, act of God, weather, public or governmental authority or any cause beyond the control of the party, shall prevent less than all performances, the remaining performances shall be presented and all remaining terms of this agreement shall remain in effect.

North Park Rental Services, Inc.

By: Todd Sallinger

By: _____

Its: Vice President
(LESSOR)

Its: _____
(LESSEE)