

**Village of Downers Grove
2002 Heritage Festival
June 28-30**

Additional setup/breakdown.

- ❖ Tents on south curb of West Curtiss (Area 7) and in the lot of Downers Grove National Bank cannot be set in place until after 8:00 pm on Thursday.
- ❖ In addition to tents for Car Show (Area 11) to be erected on Saturday night AFTER 10:45 pm, 20x30 tent on north edge of Fishel Park (Area 10) needs to be moved adjacent to other 20x30 in front of stage.
- ❖ At 5:30 pm on Sunday, both 20x30 tents in Fishel Park (Area 10) need to be taken down and removed from park.

**2002 Heritage Festival
Tents, Tables, etc. Equipment List
Braun Tent and Event**

Item #	Item	Size	02 Quantity	02 Unit Price	02 Extended Price
1	Frame Tent	10' x 10'	52	\$100.00	\$5,200.00
2	Frame Tent w/4 walls	10' x 10'	6	\$140.00	\$840.00
3	Frame Tent	10' X 20'	3	\$210.00	\$630.00
4	Frame Tent	15' x 15'	4	\$218.00	\$872.00
5	Frame Tent	20' x 20'	2	\$260.00	\$520.00
6	Frame Tent	20' x 30'	22	\$390.00	\$8,580.00
7	Frame Tent	20' x 40'	2	\$520.00	\$1,040.00
8	Risers	4x4x12"	9	\$20.00	\$180.00
9	Risers	4x8x8"	10	\$30.00	\$300.00
10	Risers	4x8x16"	13	\$30.00	\$390.00
11	Dividing Curtain	8'x30'	4	\$30.00	\$120.00
12	4 Globe Chandelier Style Light		2	\$50.00	\$100.00
13	40' String w/6 Globe Lights		35	\$45.00	\$1,575.00
14	Single Globe Light		6	\$15.00	\$90.00
15	Round Tables	4-ft	162	\$6.50	\$1,053.00
16	Banquet Tables	6' x 36"	12	\$6.40	\$76.80
17	Banquet Tables	8' x 36"	114	\$6.50	\$741.00
18	Banquet Tables	8'x18"	1	\$6.30	\$6.30
19	Folding Chairs		1136	\$0.85	\$965.60
	Helium Tank - donated		1	\$0.00	\$0.00
	Flying Inflatable Man - donated		1	\$0.00	\$0.00
					Fee for setup & breakdown
					REVISED total contract price
					\$25,779.70
	signature verifying agreement:				
	company:	Braun Event & Tent Rental			
	date:	5/15/2002			

RENTAL/LEASE AGREEMENT

This Agreement made this 14th day of May 2002, by and between Braun Event and Tent Rental (the "Lessor"), and the Village of Downers Grove (the "Lessee").

Lessor agrees to lease to Lessee the following equipment for use at the 2002 Heritage Festival:

All items listed on the attached Braun Event and Tent Rental item list attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as the "Equipment").

In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by, Lessor and Lessee agree as follows:

1. **Set Up of Equipment:** The equipment shall be set up according to schedule which will be documented after joint meeting between Braun Event and Tent Rental and the Village of Downers Grove on or by Thursday, May 23, 2002.
2. **Rental:** The Lessee shall pay to the Lessor the sum of \$25,779.70 for rental of the equipment. A \$3,000 deposit shall be due upon execution of this Agreement. The remaining balance of \$22,779.70 shall be due after 10:00 a.m. on June 30, 2002. The final check shall be picked up at the Heritage Festival Information Booth.
3. **Ownership and Use:** The Equipment shall at all times be the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest in the leased property, except for the right to use it for 2002 Heritage Festival.
4. **Insurance:** Lessor shall, prior to the set up date, provide Lessee with a certificate of insurance demonstrating the following coverage for the event:
 - A) a comprehensive general liability insurance policy providing bodily injury, personal injury and property damage coverage in the amount of \$1,000,000.00 per occurrence. Such policy shall be obtained from an insurer acceptable to Lessee, shall name Lessee as an additional insured, shall be in effect during the entire term of the agreement, and shall not be canceled or altered without giving Lessor thirty (30) day prior written notice thereof.
 - B) workmen's compensation insurance in the statutory amount and employer's liability coverage in the amount of \$500,000 per occurrence. Such policy shall be obtained from an insurer acceptable to Lessee, shall name Lessee as an additional insured, shall be in effect during the entire term of the agreement, and shall not be canceled or altered without giving Lessor thirty (30) day prior written notice thereof.
5. **Indemnity:** Lessor shall indemnify and hold harmless Lessee for any and all causes of actions arising from the rental of the equipment.
6. **Inspection:** The agents of the Lessor may, at any time, enter upon Lessee's premises for the purpose of inspecting the Equipment and the manner in which it is being used.
7. **Repair/Replace:** Lessee agrees that in the event any Equipment is defective or becomes unsafe or in disrepair, Lessee will immediately notify Lessor. Lessor agrees that it will replace or repair the within a reasonable time period. At Lessee's option, Lessee may request that the contract price be adjusted to reflect the cost of the defective equipment, instead of requesting replacement or repair.

8. **Removal of Equipment:** Removal of the equipment shall not begin before 10:00 p.m. on June 30, 2002, and must be completed by 4:00 a.m. on July 1, 2002.

9. **Renewal:** Lessee has the option to renew this lease for the 2003 Heritage Festival, provided such agreement shall be made in writing and agreed upon by both parties and provided a fee increase does not exceed 2%.

10. **Termination:** Lessee shall have the right to terminate this lease upon ten (10) day written notice to Lessor.

11. **Notices:** All notices regarding defaults or breaches under this agreement shall be properly given in writing and either delivered personally or sent registered or certified mail, postage pre-paid to:

12.

Mr. Tim O'Day
Braun Event and Tent Rental
1040 W Fullerton Avenue
Addison IL 60101

Mayor Brian Krajewski
Village of Downers Grove
Community Events
801 Burlington Avenue
Downers Grove IL 60515

11. **Choice of Law:** The laws of the State of Illinois shall govern all questions regarding this Agreement.

12. **Entire Agreement:** This Agreement constitutes the entire agreement between Lessor and Lessee, superceding all other written or oral representations and understandings not included herein. No additional terms or conditions in Lessor's forms shall be of any effect.

In witness whereof the parties have executed this agreement.

LESSOR:

BY: _____

TITLE: _____

Subscribed and sworn to
before me this ____ day
of _____, 2002.

Notary Public

VILLAGE OF DOWNERS GROVE

BY: _____
Mayor

ATTEST: _____
Village Clerk