

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A RENTAL/LEASE
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND RJ RECORDING**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Lessee”) and the RJ Recording (the “Lessor”), to operate as sound vendor for the 2008 Heritage Festival, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

RENTAL/LEASE AGREEMENT

This Agreement made this _____ day of February 2008, by and between R J Recording (the "Lessor"), and the Village of Downers Grove (the "Lessee").

Lessor agrees to lease to Lessee the following equipment for use at the 2008 Heritage Festival:

All items listed on the attached RJ Recording quotation item list hereto as Exhibit A (Proposal 2006 Downers Grove Heritage Festival) 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 after 12:00 p.m. on Thursday, June 26, 2008.

2. **Rental:** The Lessee shall pay to the Lessor the sum of **\$15,600.00** for rental of the equipment. Should additional equipment be needed for enhancing the event the vendor agrees to charge the same unit price per piece of equipment. A down payment of \$2,000.00 payable after the signing of the contract, and the remaining \$13,600.00 will be due after 7:00 p.m. on June 29, 2008. The 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 2008 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:

- (1) a comprehensive general liability insurance policy providing bodily injury, personal injury and property damage coverage in the amount of \$2,000,000.00 per occurrence. Such policy shall be obtained from an insurer acceptable to Lessee, shall name Lessee as an additional insured, shall be 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.
- (2) 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 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. **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.

6. **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.

7. **Removal of Equipment:** Removal of the equipment shall not begin before 10:00 p.m. on June 29, 2008, and must be completed by 3:00 a.m. on June 30, 2008.

8. **Renewal:** With this Agreement, the parties have renewed the 2006 contract twice. Per the Village of Downers Grove purchasing policy, this is the final renewal of this lease Agreement for the 2008 Heritage Festival. Per the policy this agreement shall be made in writing and agreed upon by both parties and provided a fee increase does not exceed 2% of the original 2006 price.

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

10. **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:

R J Recording
Mr. Richard Peck
PO Box 302
Geneva IL 60134

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:

VILLAGE OF DOWNERS GROVE

BY: _____

BY: _____

TITLE: _____

Mayor Ronald L. Sandack

Subscribed to and sworn before me this
_____ day of _____, 2008.

ATTEST: _____
April Holden, Village Clerk

Notary Public



FAX TRANSMISSION

No. of Pages Including This Sheet 1

January 9, 2008

TO: Mary Scalzetti FAX: 630-434-5573 WORK: 630-434-5559 CELL 630-918-7233

FROM: Richard J. Peck FAX: 630-232-1938 VOICE: 630-232-1932 CELL: 630-542-7410

SUBJECT: 2008 Heritage Festival Sound Equipment Contract

Dear Mary,

In reference to our conversation of January 7, 2008 this is to confirm that R/J Recording & Sound agrees to hold the price per unit (Sound Equipment) per the 2006 RFP, per terms of the contract, section 23. 1 for the 2008 Heritage Festival, If additional equipment is required for the 2008 Heritage Festival, R/J Recording & Sound will provide this new equipment at the same Price per unit as quoted in the 2006 contract. We look forward to hearing from you soon!!!

Sincerely,

Richard J. Peck
Owner
R/J Recording & Sound

QUALITY SOUND SINCE 1976

J Recording

P.O. BOX 302, GENEVA, IL 60134

(630) 232-1932

FAX (630) 232-1938

EXHIBIT A
PAGE TWO.

Lot O Fun Stage

4 EV Delta-Max 1122's & 4 EV 1,000 Watt 1-18 Bins, 7,500 Watt Crown Macro-Tech Main P.A. System
Soundtracs M Series 32 Channel House Console & Midas Venice Side Car, 2 Monitor Mixes With 5 Monitors.

Fri \$450.00
Sat \$450.00
Sun \$450.00
TOTAL \$1,350.00

Fishel Park Band Shell

4 EV Delta-Max 2122 & 4 EV MTL-2 18" Bass Bins 15,000 Watt Crown Macro-Tech Main P.A. System.
Includes Yamaha PM-3000 House Console and Allen & Heath ML-5000 Monitor Mix or Similar
8 Floor Monitors and 2 Side Fills and One 2-Way Drum Fill, 200 AMP AC Distribution.

Sat \$1,500.00
Sun \$1,500.00
TOTAL \$3,000.00

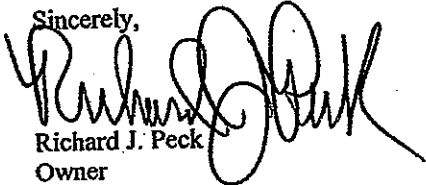
Labor

House & Monitor Engineer at Fishel Park & Friday Other Stage Set Ups(2 People)
House & Monitor Engineer at South Stage (2 People)
House Engineer & Stage Tech at East Stage (2 People)
House Engineer for Beer Garden (1 Person)
House Engineer for Lot O Fun (1 Person)
2 Assistants Going From Stage To Stage (2 People)
1 Sound Systems Manager (That's Me!) (1 Person)
11 People Total @\$450.00 Each = \$4,950.00
TOTAL LABOR \$4,950.00

Total For Sound Systems Rental \$10,650.00
Total For All Labor \$4,950.00
TOTAL \$15,600.00

The cost of each Stage and Labor will stay the same as it was in 2001, 2002, 2003, 2004 & 2005. There is no indication that there needs to be any Band Gear Rental at this time. So, there are no Band Gear Rentals on this Proposal. Please contact me if you have any questions.

Sincerely,



Richard J. Peck

Owner

R/J Recording & Sound
(630) 542-7410 Cell

QUALITY SOUND SINCE 1976

Jrecording

P.O. BOX 302, GENEVA, IL 60134

(630) 232-1932

FAX (630) 232-1938

EXHIBIT A

Proposal
2006 Downers Grove Heritage Festival

January 7, 2006

To: Mary Scalzetti

From: Richard J. Peck

Dear Mary,

Here is the Proposal for the 2006 Downers Grove Heritage Festival Sound Systems.

South Stage

6 EV Delta-Max 2122 & 6 EV MTL-2 18" Bass Bins 20,000 Watt Crown Macro-Tech Main P.A. System.
Includes Midas Verona V480/8 48X8X3 House Console and Allen & Heath ML-5000 48X16 Monitor Mix,
10 Floor Monitors and 2 Side Fills & One 2-Way Drum Fill, 300 Amp Distribution System.

Fri	\$1,000.00
Sat	\$1,000.00
Sun	<u>\$1,000.00</u>
TOTAL	\$3,000.00

East Stage

4 EV Delta-Max 2122 & 4 EV MTL-2 18" Bass Bins 15,000 Watt Crown Macro-Tech Main P.A. System.
Yamaha PM-3000 40X8X2 House Console, 4 Monitor Mixes With 6 Floor Monitors.

Fri	\$550.00
Sat	\$550.00
Sun	<u>\$550.00</u>
TOTAL	\$1,650.00

Beer Garden

4 EV Delta-Max 2122 & 4 EV MTL-2 18" Bass Bins 15,000 Watt Crown Macro-Tech Main P.A. System
Allen & Heath GL-4 24X8X3 House Console & Midas Venice Side Car, 2 Monitor Mixes With 6 Floor Monitors.

Fri	\$550.00
Sat	\$550.00
Sun	<u>\$550.00</u>
TOTAL	\$1,650.00