
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2022-R-110

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND PRO EM NATIONAL EVENT SERVICES FOR THE INSTALLATION AND
TAKE DOWN OF THE 82' X 131' TENT FOR THE HOLIDAY MARKET IN THE AMOUNT
OF \$36,485.40.**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2022-R-110

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a contract with Pro EM National Event Services, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 20th day of September, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 20th day of September, 2022, by the President of the Village of Tinley Park.



Village President

ATTEST:


Village Clerk

EXHIBIT 1

Pro EM National Event Services Contract

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-110, “**APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRO EM NATIONAL EVENT SERVICES FOR THE INSTALLATION AND TAKE DOWN OF THE 82’ X 131’ TENT FOR THE HOLIDAY MARKET IN THE AMOUNT OF \$36,485.40.**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September day of 20th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of September, 2022.

VILLAGE CLERK



6150 W. Howard St.
 Niles, IL 60714
 www.proem.org
 847-967-6800 Phone
 847-967-6805 Fax

Status: Reservation

Contract #: 127782-3

Event Beg: Fri 12/ 2/2022 9:10AM
 Event End: Sun 12/ 4/2022 9:10AM
 Operator: Hayden Moldenhauer
 Terms: On Account

Customer #: 42441

Village of Tinley Park
 16250 S. Oak Park Avenue
 Tinley Park, IL 60477

Event: Tinley Park Holiday Market

Ordered By: Amanda Gaus

Salesman: Hayden Moldenhauer 480-550-0629 hayden.moldenhauer@proem.org

Delivery Wed 11/30/2022 8:00AM

Amanda Gaus 708-444-5044
 North Lot of the Oak Park Avenue Train Station
 6700 S. South Street
 TINLEY PARK, IL 60477

Pickup Mon 12/ 5/2022 7:00AM

Amanda Gaus 708-444-5044
 North Lot of the Oak Park Avenue Train Station
 6700 S. South Street
 TINLEY PARK, IL 60477

EVENT DETAILS:

- >> Tinley Park's Annual Holiday Market
- >> Event 12/2-12/4

SCHEDULE:

- >> Installation: 11/30 - 12/1
- >> Installation Finish 12/1, by Noon
- >> Vender Load-in: 12/2
- >> Events: 12/2-12/4
- >> Vendor Load-out 12/4
- >> Removal: 12/5

A signed contract and 50% deposit are required to confirm reservation. Balance due on receipt.

Qty	Items Rented	Each	Price
HOLIDAY MARKET TENT			
1	25m x 40m x 3.4m Uniflex P3 Structure (82' x 131' x 11')	\$18,798.00	\$18,798.00
14	Highbay Light LED w/ Acrylic Shield Ambient Lighting for 82' x 131' tent (14-100watt Daylight 5000k LED Fixtures)	\$135.00	\$1,890.00
4	(ANC) Ambassadoor Double Glass Door	\$825.00	\$3,300.00
4	Exit Sign with Emergency Backup Village of Tinley Park Supplies Fire Extinguishers	\$135.00	\$540.00
17	(LOS) P1-P5 Sidewall Solid White 4m x 5m (13' x 16')	\$95.00	\$1,615.00
4	(LOS) P1-P5 Double Door Surround Solid White 3.4m x 5m (11' x 16') - Center Justified White Sidewall Surround for North & South double doors	\$95.00	\$380.00
5	(LOS) P1-P5 Sidewall Clear with White 3.4m x 5m (11' x 16') Clear with White sidewalls for the West side 5m bays flanking West entrance	\$95.00	\$475.00
STAGING			
1	Stage, 20' x 24' x 6"	\$648.00	\$648.00
480	Black Astro turf Stage Covering Used Black Astro turf to cover and skirt 20' x 24' stage	\$0.98	\$470.40
6	Heater - 170,000 BTU Heaters includes air ducts, diffusers, and thermostat controls. Village of Tinley Park Supplies Propane	\$450.00	\$2,700.00
TICKET TENT (Located at Train Station)			
1	10' x 10' x 7' Anchor Fiesta Frame Tent	\$220.00	\$220.00
1	Light, Par 38 White Lighting for 10' x 10' Frame Tent	\$49.50	\$49.50
1	(ANC) Standard Sidewall Solid White 7' x 20'	\$45.00	\$45.00
1	(ANC) Standard Sidewall Clear with White 7' x 10'	\$50.00	\$50.00
1	Heater - 80,000 BTU Heater includes air duct, diffuser, and thermostat control. Village of Tinley Park Supplies Propane	\$375.00	\$375.00

Qty	Items Rented	Each	Price
4	350 lb. Block & Roll Concrete Block	\$60.00	\$240.00
4	350 lb Block & Roll Concrete Block Cover	\$10.00	\$40.00
MAIN ENTRANCE TENT			
1	10' x 10' x 10' Anchor Fiesta Frame Tent	\$220.00	\$220.00
2	(ANC) Standard Sidewall Solid White 10' x 10'	\$35.00	\$70.00
1	Light, Par 38 White	\$49.50	\$49.50
4	350 lb. Block & Roll Concrete Block	\$60.00	\$240.00
4	350 lb Block & Roll Concrete Block Cover	\$10.00	\$40.00
GENERAL SERVICES			
1	Forklift - 8k Reach 42' High Reach Material Handler Forklift for tent installation & removal	\$1,750.00	\$1,750.00
1	Genie Man Lift, Electric 27'	\$295.00	\$295.00
1	Asphalt Hole Patch Filling	\$285.00	\$285.00
1	VTP Contractor License Surety Bond	\$200.00	\$200.00
1	Tenting Labor Installation of lightweight holiday decoration ornaments from the interior of 25m x 40m tent	\$500.00	\$500.00
1	Delivery & Pick-up	\$1,000.00	\$1,000.00

Accidental Damage Waiver:

Lessee accepts or declines Lessor's waiver of Lessee's responsibility for accidental damage to Lessor's equipment. Waiver fee is eight percent (8%) of contract price. See paragraph 3 of Terms and Conditions.

Initial One: _____ Accepts _____ Declines

\$18,242.70 Required Deposit to Confirm

Rental Contract

All pricing is contingent upon site inspection by Partytime-HDO Operations, LLC, a division of Pro EM National Event Services.

It is the Lessee's sole responsibility to monitor the weather conditions. As a general rule when winds reach or exceed 35 miles per hour the tent should be evacuated. The tent should never be used for any shelter during severe weather.

Lessee to provide adequate security for the protection of Lessor's equipment at all times from the commencement of installation to the completion of removal from event site.

Partytime-HDO Operations, LLC, (Pro EM National Event Services) is not responsible for damage to underground obstructions, such as sprinkler systems and septic fields, unless Lessee supplies an exact depth and location plan for all obstructions.

The event site must be cleared of obstacles that prevent the installation of tenting and equipment. Additional charges of \$35.00 per man, per hour, may apply if installation site is not ready as scheduled.

A signed copy of this agreement along with the indicated deposit are required to begin the permit procurement process. Permit price is estimated with exact amount to appear on final invoice. A minimum of four (4) weeks are required to secure tent permits.

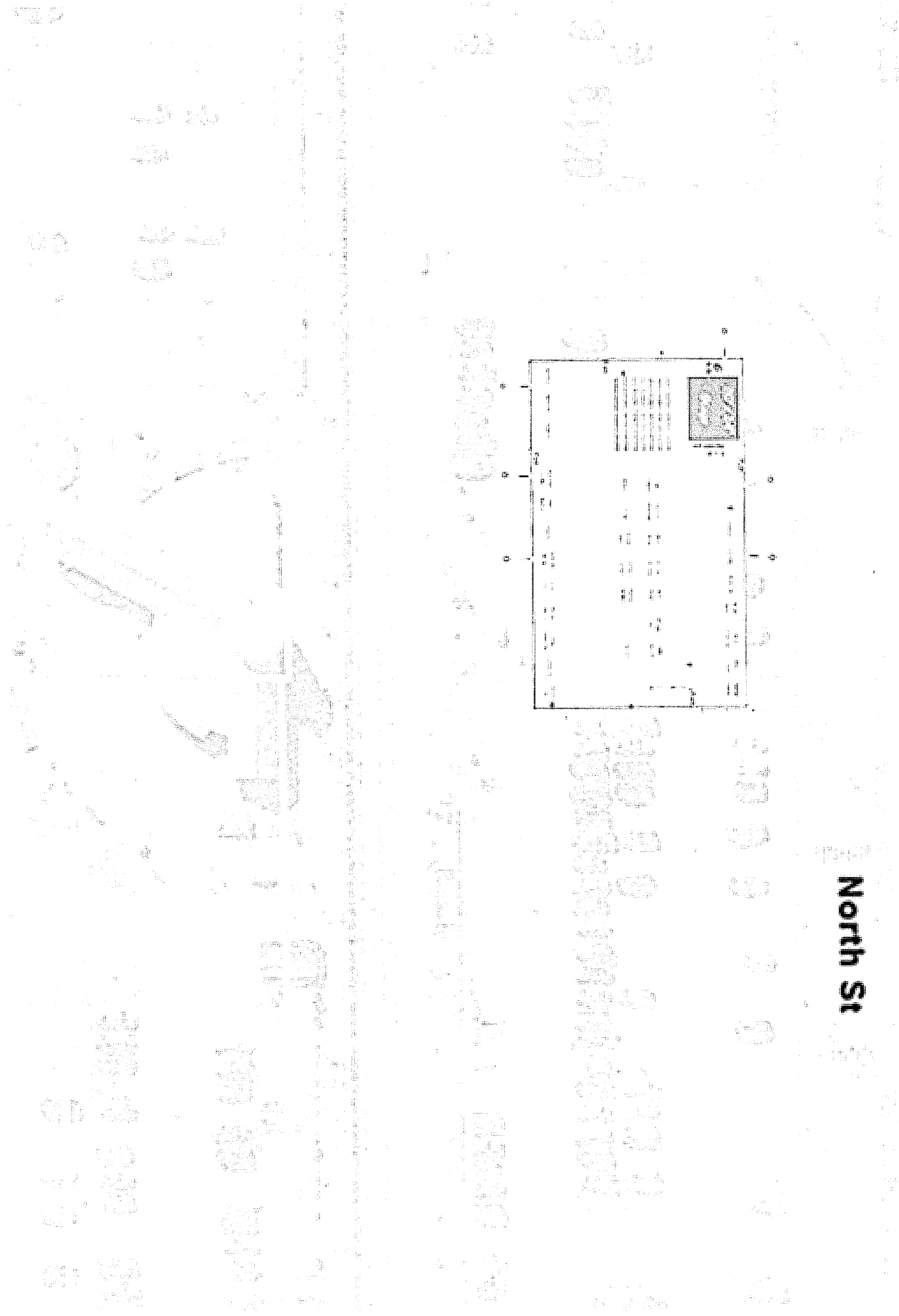
Signature: _____

Michael W. [Signature]
Village of Tinley Park

Rental:	\$36,485.40
Subtotal:	\$36,485.40
Total:	\$36,485.40
Paid:	\$0.00
Amount Due:	\$36,485.40

PRO EM National Events Services - Chicago
Terms and Conditions of Lease

1. PRO EM National Events Services ("Lessor") hereby leases to the lessee identified on the reverse side ("Lessee"), and Lessee hereby leases from Lessor, the material and equipment (collectively, "Equipment") identified on the reverse side of this agreement (this "Agreement"), subject to the terms and conditions on the reverse side, and the following terms and conditions below:
2. This is a lease agreement only and the Equipment shall remain the personal property of the Lessor at all times. Lessee shall not sublet, encumber, or dispose of said Equipment at any time. The Equipment shall not be removed from the place of installation (the "Premises") without the express written consent of Lessor, and Lessee shall not remove, cover or interfere with Lessor's identification or advertising labels attached to the Equipment at any time.
3. Lessee understands that the Equipment are temporary structures designed to provide limited protection from weather conditions, primarily sun and rain; however there may be situations, particularly those involving strong winds, rain and lightning, in which the Equipment will not provide adequate protection and may be damaged or blown over. The Equipment is not 100% waterproof. Evacuation of the Equipment to avoid possible injury is recommended when severe weather threatens an area where the equipment is erected. Individuals should leave the Equipment and not seek shelter in the Equipment during such conditions. It is best to evacuate when in doubt. It is the Lessee's responsibility to be aware of changing weather conditions and to exercise its best judgment with regard to evacuation of any Equipment. Lessee shall be responsible for the adequate security to prevent fire, theft, vandalism or other damage to the Equipment and assumes all responsibility for loss of or damage to the Equipment (unless due solely to the gross negligence of Lessor) during the period from delivery of the Equipment to removal thereof (the "Lease Period"). Lessee will immediately discontinue use of the Equipment if, at any time, the Equipment becomes unsafe or is in a state of disrepair. Lessee will immediately notify Lessor if the Equipment is unsafe or in disrepair, and until such time as Lessor has regained possession of the Equipment, Lessee agrees to take all reasonable steps to prevent injuries to any person and to any property from the Equipment. If the Equipment is blown down or damaged in any manner whatsoever due to storm, tornado, high winds or other disturbances of nature, the full rental, additions thereto, and all other charges under this Agreement shall nevertheless remain due and payable. The cost of reconstruction shall be payable by Lessee. Lessee will pay for all Equipment lost or damaged in an amount equal to, in Lessor's sole discretion, the replacement or repair cost of the Equipment; provided however, that if the Accidental Damage Waiver ("ADW") is "ACCEPTED" and initiated by Lessee (on reverse of this Agreement) and the Lessee has paid the ADW fee, the Lessor will waive any claims it may have against Lessee for accidental loss or accidental damage to the Equipment. **ADW IS NOT INSURANCE.** Notwithstanding such initialing and payment, Lessee shall remain liable for loss due to theft or vandalism and all other matters assumed above. Lessee shall provide adequate security for the protection of the Equipment. Lessee shall not make any alterations, additions, repairs or improvements to the Equipment at any time.
4. Lessee is responsible for and shall secure in a timely fashion all permits, licenses and consents and comply with government ordinances required for installation, maintenance and use of the Equipment, and solely incur the costs thereof. Lessee will provide readily accessible power outlets of sufficient capacity to safely operate the Equipment.
5. Lessee shall provide, at Lessee's sole cost and expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the Equipment, and access to such space. Prior to the time fixed for the dismantlement and removal of the Equipment, Lessee shall remove all personal property installed or placed within the Equipment by Lessee or any other party, and upon dismantlement and removal, Lessor shall have no obligation to provide protection to such personal property of Lessee or third party, or to move, remove, or dismantle such personal property or to dispose of any rubbish or refuse on the Premises not directly attributable to the removal of the Lessor's Equipment. If any such personal property is not removed as required herein, prior to the dismantlement and removal of the Equipment, Lessor may nonetheless enter the Premises, move or remove any such personal property at Lessee's sole risk and cost, and dismantle and remove the Equipment without further notice, and Lessee hereby indemnifies, protects, defends and hold harmless Lessor from any cost, expenses or liability arising therefrom. Lessor reserves the right to inspect the Equipment at any reasonable time during the Lease Period.
6. Lessor shall be permitted to drill holes in pavement, its building and disturb earth or grass areas to accommodate stakes or other anchors. Lessor shall endeavor to minimize damage to Lessee's asphalt, concrete, brick, patio, lawn, plantings, and the Premises generally. Lessor will not be responsible for delays in the event of storms, excessive winds, other weather conditions, casualty, government regulations, strikes, civil disturbances, or other matters beyond the reasonable control of Lessor. Lessor has the right to dismantle and remove the Equipment if the Equipment is threatened by weather or anything that might, in the sole opinion of Lessor, damage or destroy the Equipment. Lessor shall not be liable in any manner for injuries or damages to any persons, property or materials under or near the Equipment, including pool covers, dance floors, and staging, caused by fire from any cause, rain, hail, sleet, snow, high winds, tornadoes, floods, lightning, or other disturbances of nature or by the Equipment failing by reason thereof. Lessor shall not be liable in any manner for injuries or damages caused to persons or things falling over or coming in contact with ropes, stakes or other supports of the Equipment. Lessee assumes all risks and liability for the use and operation of the Equipment and for personal injuries and property damage arising from or incidental thereto, and Lessee shall indemnify, protect, defend, and save harmless Lessor against any and all claims, demands or causes of action of every kind arising in favor of any person including but not limited to Lessee, Lessee's guests, invitees, agents and employees of Lessor and Lessee, on account of any personal injury or death, or damage to any property, related to or growing out of incident to or resulting directly or indirectly from performance of this Agreement, and the rental of the Equipment from any cause whatsoever unless such claims, demands or cause of action arise solely through the gross negligence of Lessor.
7. Lessor shall deliver and install the Equipment at such reasonable times, as it deems appropriate for safety and scheduling. Lessee shall provide Lessor with a written plan as to the existence and location of any underground cables, pipes, conduits and any other obstructions. In the absence of such advice, Lessor shall assume that no such underground obstructions exist. Lessor may rely on and follow any oral or written directions by any member of Lessee's family or Lessee's employees or agents with respect to the delivery, installation, dismantlement or removal of the Equipment or the performance of any service called for by this Agreement.
8. If Lessee supplies any labor in connection with the installation of the Equipment, Lessee shall provide workmen's compensation for such labor meeting applicable state law requirements and general liability insurance amounts reasonably required by Lessor. Lessee shall indemnify, protect, defend and hold harmless Lessor from and against any and all claims, damages, costs and liability of any nature related to the use of such labor supplied by Lessor.
9. In the event that Lessee requests any change relating to the services to be performed or Equipment to be leased from the specifics otherwise provided, Lessor shall have the right to add or subtract such Equipment, service or servicemen as in its sole discretion as may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional Equipment, service or servicemen (or shall receive credit for any reduction thereof) at Lessor's customary charge.
10. This Agreement can be canceled by Lessee only upon delivery of written notice of such cancellation to Lessor not less than fourteen (14) days prior to the time scheduled for initial delivery of Equipment to Premises. In the event that proper notice of cancellation is given by Lessee to Lessor, on or before thirty (30) days prior to such scheduled delivery date, then Lessee's deposit shall be refunded except for such portion of the deposit as represents out-of-pocket expenditures incurred by Lessor in anticipation of the engagement. In the event that proper notice of cancellation is given less than thirty (30) days, but more than fourteen (14) days prior to such delivery date, then Lessee shall be liable in addition thereof for all incidental and consequential damages as a result of such breach, and lost profit of Lessor along with any expenses previously incurred by Lessor. Should Lessee fail to give such written notice of cancellation prior to fourteen (14) days before the scheduled delivery date, then Lessee shall be responsible for the full contract price specified in this Agreement.
11. Lessee shall pay this contract price plus such additions thereof as may be agreed upon or chargeable pursuant to the terms hereof within the period specific herein. If the balance due is not paid as provided herein, the Lessee shall be charged a Late Payment Fee of the lesser of 2% interest per thirty day month, or such maximum interest rate as may be provided by Illinois law, which fee will be added to the outstanding balance due every thirty (30) days thereafter until final payment is made. In the event that Lessee has directed that the lease charges hereunder be billed to another person or organization, and the payment is not made by such person or organization within the terms specified, Lessee shall promptly pay said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof. If account is turned over for collections, all costs, fees and charges associated with these efforts will be added to the contract and be the responsibility of the Lessee.
12. If Lessee defaults in the payment of any charges hereunder or otherwise breach any of the terms or conditions hereof, or if any execution or writ or process of law shall be issued in any action against the Lessee whereby the said Equipment might be taken or distrained, or if a proceeding in a bankruptcy, receivership or insolvency shall be instituted by or against Lessee or Lessee's property, or if Lessee shall enter into any agreement or composition with creditors, Lessor may immediately take repossession of its Equipment without any court order or any other process of law and may enter the Premises where said Equipment may be and remove the same with or without notice of its intention to do so, without liability therefrom.
13. This Agreement, together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modification to this Agreement must be in writing and signed by the duly authorized representatives of the parties, except that any agreement between the said parties as to any additional Equipment or service needed by the Lessee and the charges therefor may be made orally by an authorized representative of the parties.
14. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY LESSOR, LESSEE'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REFUND OF THE PRICE PAID BY LESSEE TO LESSOR. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES OR CLAIMS RESULTING FROM ACTS OF THE LESSOR, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE OR BREACH OF THIS AGREEMENT.
15. Lessor's rights and remedies hereunder or by law shall be cumulative, not exclusive and shall be in addition to all rights and remedies available to Lessor. Lessor's failure to enforce strictly any provision of this Agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance. Lessee irrevocably agrees that all actions arising directly or indirectly as a result or consequence of this Agreement shall be instituted and litigated only in courts having their situs in Cook County, Illinois. Lessee hereby consents to the exclusive jurisdiction and venue of any State or Federal Court having its situs in such County, and waives any objection based on forum non-conveniens.
16. In addition to all other amounts owing by Lessee to Lessor in connection with the transaction herein described, Lessee shall pay to Lessor all legal fees, costs, expenses and court costs incurred by Lessor in enforcing any of the provisions of this Agreement.



North St