

B. Contractor's Scope of Work

Contractor shall provide all services and timely pay all associated fees related to planning, programming, operation, management and follow up of all Event activities including but not limited to support and accommodation of fundraising activities being conducted by the City at the Event. Contractor shall implement a viable business plan to ensure the overall sustainability of the Event for, at a minimum, the term of this contract.

Action and Payment Deadlines

Contractor shall provide payment to the City for services within 30 days of the Event. Any additional profit sharing as approved shall also be paid within ~~30 days~~ 3 months of the Event.

Guiding Principles for Department Sponsored Special Events

Contractor agrees to cooperate and support furtherance of the City's Guiding Principles for Sponsored Special Events as follows:

Events should include a revenue or profit sharing dimension.

Any charges should be market-based event fees as appropriate.

Events should be compatible with the neighborhood.

Event production vendors, if any, and food vendors should be local vendors first.

Marketing and Publicity

Contractor shall create an advertising and marketing plan. Such plan shall be subject to City approval and shall be implemented by Contractor. The Contractor and the City staff will meet by March 2012, to coordinate marketing efforts. The City shall have approval authority ~~must approve~~ over all marketing materials prior to their distribution. All forms of Event signage, marketing materials, and associated advertising shall recognize the City of Park Ridge.

Revenue Sharing

~~Contractor shall abide by a revenue sharing arrangement as agreed upon by both parties. (to be determined)~~ The Contractor will establish an internal fund balance equal to one full year's expenses. In any given year that fund balance goal is set at that year's total expenses. After that goal is met and the Contractor has paid all expenses for the operation of the Event, the Contractor will distribute to the City half of any funds over and above such expenses. This will be supported by providing a copy of the Contractor's certified financial records for the Event as set forth in the following paragraph. Compensation of any kind whatsoever to officers, employees or families of the Contractor shall not be deemed an Event expense.

THE CITY WILL NOT BE LIABLE FOR ANY OF THE CONTRACTOR'S COSTS, EXPENSES, LOST PROFITS OR ANY TYPE OF DAMAGES UNDER THIS CONTRACT.

Financial Records

The City has a responsibility to the community to ensure that monies raised in the name of a City event are professionally managed and reflect the goals of the Event. To that end, within ~~45 days~~ 3 months of the event, the Contractor shall provide the City for its review financial records that follow standard accounting practices including but not limited to actual expense by category and final gross/net revenue totals by category.

C. City's Responsibilities

Risk Management

The City's Risk Manager's role is to manage the risk exposure to the City only. The Contractor is required to retain its own Risk Manager for the purpose of managing the risk exposure to the Contractor.

Advertising

The City will provide, at no cost to Contractor, some advertising for the Event through the City social media applications, and City website. The Contractor and the City staff will meet by March 2012 to coordinate marketing efforts.

D. Fees, Costs and Deposits

Contractor agrees to ~~timely~~ pay for the following within 30 days of invoice by the City:

City's actual direct and indirect Service Costs (approximate and subject to change)

City water \$125

Environmental Health Permits \$600

Temporary Liquor License Fees

Fire Department \$4,250

Police Department \$8,400

Public Works Department \$7,000

E. Supervision of Volunteers

The Contractor shall supervise and manage and have sole responsibility for all persons, including but not limited to, volunteers and independent contractors who participate in the Event. The Contractor shall exercise its bona fide best efforts to assure that all such volunteers sign statements indicating that they understand and agree that they are functioning as volunteers on behalf of the Event, that they waive any right to recourse against the City for any damage or injury that may occur to them or their family or their property in any way relating to the Event. The