

Lessee: Lincoln Park Zoo 2001 North Clark Street Chicago, Illinois 60614	Work: (312) 742 - 6420 Mobile: Home: Fax: (312) 742 - 0547 E-Mail: cwoods@lpzoo.org	Proposal No.: 037688 Date Printed: Fri, Mar 21, 2014 Page: 1 of 2 Client Of: JAW
Site Name and Address: Lincoln Park Zoo 2200 North Cannon Drive Chicago, Illinois 60614	Site: Contact: Carrie Woods Surface: Concrete Guests#: 500 & 250	Event Date(s): February 26, 2014 Event Time: 7:00PM Setup Date(s): February 26, 2014 Setup Time: PM
Delivery Instructions: Touhy E. to 94 S. to Fullerton E. to Cannon S. into Zoo.		Removal Date(s): February 26, 2014 Removal Time: PM Week No.: Week 9, 2014

Quantity	Equipment and Service	Price	Total
	Park Place - 250 Guests		
1	50' x 100' White New Century Tent on 10' Sides	3,870.00	3,870.00
18	2000 lb. Water Weight	325.00	5,850.00
1	Ambient Lighting throughout 50 x 100 tent in white tones achieved through the use of indirect perimeter uplighting	990.00	990.00
15	Sections of 10' x 20' Clear Sidewall	60.00	900.00
1	21' x 36' Wood Grain Vinyl Dance Floor	1,585.00	1,585.00
1	12' x 24' x 12" Bandstand	490.00	490.00
1	Black Astroturf to cover and skirt 12' x 24' Bandstand	310.00	310.00
1	20' x 30' White Fiesta Frame Tent (Catering)	630.00	630.00
1	Task Lighting System for 20' x 30' Tent	90.00	90.00
5	Sections of 7' x 20' White Sidewall	40.00	200.00
1	7' x 30' White Marquee	380.00	380.00
1	7' x 30' Globe Lighting	120.00	120.00
2	Sections of 7' x 20' White Sidewall	40.00	80.00
2	Sections of 7' x 10' White Sidewall	20.00	40.00

Accidental Damage Waiver (ADW)

(Initial One)

Lessee accepts or declines Lessor's waiver of Lessee's responsibility for accidental damage to Lessor's equipment.

Waiver fee is five percent (5%) of contract price. See paragraph 3 of Terms and Conditions (on reverse side).

Accepts ☐ Declines ☐

This proposal shall represent the full and complete Agreement between the parties when signed by the Lessee and returned to Partytime-HDO Productions. Notwithstanding the foregoing, the Agreement is subject to availability of the material and equipment described herein as of the date the fully executed Agreement is received by Partytime-HDO Productions. The contract price will be adjusted to reflect the addition or reduction of equipment or service.

This Agreement is subject to the terms and conditions set forth on the back page hereof, which terms and conditions are made part of this Agreement.

Lessor Partytime-HDO Productions, Inc.

Lessee _____

By _____

By _____ Date _____

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Quantity	Equipment and Service	Price	Total
<div style="border: 1px solid black; padding: 10px; margin: 10px;"> <p>TERMS: One half deposit \$8,035.00 due upon acceptance to confirm equipment and services. Balance due net 10.</p> <p>We will be pleased to charge your deposit or balance due plus a 3.5% Processing Fee to your VISA, Mastercard, Discover or 5% Processing Fee to your American Express account.</p> </div>			

ITEMIZED	15,535.00
DAMAGE WAIVER	0.00
DELIVERY	535.00
TOTAL	16,070.00
DEPOSIT RECEIVED	0.00
BALANCE	16,070.00

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Lessor Partytime-HDO Productions, Inc.

Lessee _____

By _____

By _____ Date _____



Sign and return to Partytime-HDO Productions

Partytime-HDO Productions Inc.

Terms and Conditions of Lease

1. Partytime-HDO Productions, Inc. ("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 lighting, 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.