



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Funding Allocations Schedule of the Visitors Cultural Commission for FY13/14 and the Related Funding Agreements
Presenter:	Chris Minick, Finance Director Dr. Anne Becker, Cultural Commission Chair

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (07/15/13)		Government Services
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$89,400	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

Annually, the City budgets funds to promote the arts and cultural events in the City from the proceeds of the hotel/motel tax. Groups supporting the arts and culture within the community submit funding requests for grants to support their programs on an annual basis. The Cultural Commission meets annually to hear presentations from these groups and recommend funding allocations based on those presentations and the programs identified for funding. The Cultural Commission heard those presentations May 13, 2013.

Two new groups applied for funding this year: Water Street Studios and the St Charles Arts Council. Additionally, the Heritage Center has requested to be funded outside of the Cultural Commission process and the Government Operations Committee has recommended approval of that request. Presuming that the City Council approves the request, the money traditionally allocated to the Heritage Center can be re-allocated to other groups. The attached funding allocation schedule reflects removal of the Heritage Center from the funding requests.

Dr. Anne Becker, Chairman of the Cultural Commission, will make a brief presentation.

Attachments: *(please list)*

Cultural Commission Recommended Funding Allocations Schedule for FY 13-14
Funding Agreements

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve funding allocations schedule of the Visitors Cultural Commission for FY13/14 and the related funding agreements.

<i>For office use only:</i>	<i>Agenda Item Number: 4b</i>
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**City of St Charles, Illinois
St Charles Cultural Commission
Funding Allocations Schedule
Fiscal Year 2013-2014**

Funded Groups	2012/2013 Funding	Suggested Allocation 2013/2014	Change
Fox Valley Repertory	\$ 7,500	\$ 9,250	\$ 1,750
St Charles Singers	\$ 11,000	\$ 14,250	\$ 3,250
Preservation Partners	\$ 9,000	\$ 10,750	\$ 1,750
St. Charles Heritage Center	\$ 33,250	-	\$ (33,250)
Fox Valley Concert Band	\$ 4,500	\$ 7,150	\$ 2,650
Steel Beam	\$ 9,400	\$ 12,250	\$ 2,850
Fine Line Creative Arts Ctr	\$ 7,000	\$ 9,250	\$ 2,250
Sculpture in the Park (Park Foundation)	\$ 2,500	\$ 6,250	\$ 3,750
St Charles Arts Council	\$ -	\$ 15,250	\$ 15,250
Water Street Studios	\$ -	\$ 5,000	\$ 5,000
Norris Cultural Arts Center	\$ 5,250	-	\$ (5,250)
Total Allocations	\$ 89,400	\$ 89,400	\$ -

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the The Fine Line Creative Arts Center, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Center,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Center shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Arts Center, the City agrees to pay to the Arts Center, the amount of Nine Thousand Two Hundred Fifty dollars and no/100 cents (\$9,250) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Center assists the City in obtaining shall be treated as a separate matter.

III. The Arts Center will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Center is an independent contractor and has no authority to bind the City in any matter. The Arts Center further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Center shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Center will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Center and not used or otherwise subject to pending contract requirements of the Arts Center shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2013.

THE FINE LINE CREATIVE ARTS CENTER

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Fox Valley Concert Band, an Illinois not-for-profit corporation, (hereinafter referred to as the "the Band,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Band shall devote its exclusive energies to provide volunteer adult community concert band entertainment in accordance with the presentation of St. Charles based artists.

II. In consideration of the foregoing services provided by the Band, the City agrees to pay to the Band, the amount of Seven Thousand One Hundred Fifty dollars and no/100 cents (\$7,150.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Band assists the City in obtaining shall be treated as a separate matter.

III. The Band will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Band is an independent contractor and has no authority to bind the City in any matter. The Band further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Band shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Band will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Band and not used or otherwise subject to pending contract requirements of the Band shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2013.

**FOX VALLEY
CONCERT BAND**

CITY OF ST. CHARLES

By: _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Fox Valley Repertory Theater Group, an Illinois not-for-profit corporation, (hereinafter referred to as "the Theater,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Theater shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Theater, the City agrees to pay to the Theater, the amount of Nine Thousand Two Hundred Fifty dollars and no/100 cents (\$9,250.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Theater assists the City in obtaining shall be treated as a separate matter.

III. The Theater will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Theater is an independent contractor and has no authority to bind the City in any matter. The Theater further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Theater shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Theater will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Theatre and not used or otherwise subject to pending contract requirements of the Theatre shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of
, 2013.

**FOX VALLEY REPERTORY THEATER
GROUP**

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Preservation Partners of the Fox Valley, an Illinois not-for-profit corporation, (hereinafter referred to as "the Preservation Partners,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Preservation Partners shall devote its exclusive energies to promote a quality image of St. Charles by providing historic restoration services desired by the City.

II. In consideration of the foregoing services provided by the Preservation Partners, the City agrees to pay to the Preservation Partners, the amount of Ten Thousand Seven Hundred Fifty dollars and no/100 cents (\$10,750.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Preservation Partners assists the City in obtaining shall be treated as a separate matter.

III. The Preservation Partners will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Preservation Partners is an independent contractor and has no authority to bind the City in any matter. The Preservation Partners further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Preservation Partners shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Preservation Partners will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Preservation Partners and not used or otherwise subject to pending contract requirements of the Preservation Partners shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2013.

PRESERVATION PARTNERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St Charles Parks Foundation, an Illinois not-for-profit corporation sponsoring the Sculpture in the Park Event, (hereinafter referred to as "the Sculpture,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Sculpture shall devote its exclusive energies to promote a quality image of St. Charles by providing various art forms in the City.

II. In consideration of the foregoing services provided by the Sculpture, the City agrees to pay to the Sculpture, the amount of Six Thousand Two Hundred Fifty and no/100 cents (\$6,250.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Sculpture assists the City in obtaining shall be treated as a separate matter.

III. The Sculpture will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Sculpture is an independent contractor and has no authority to bind the City in any matter. The Sculpture further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Sculpture shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Sculpture will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Sculpture and not used or otherwise subject to pending contract requirements of the Sculpture shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2013.

ST CHARLES PARKS FOUNDATION

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Singers, an Illinois not-for-profit corporation, (hereinafter referred to as "the Singers,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Singers shall devote its exclusive energies to providing subscription series concerts and benefit concerts for worthy causes.

II. In consideration of the foregoing services provided by the Singers, the City agrees to pay to the Singers, the amount of Fourteen Thousand Two Hundred Fifty dollars and no/100 cents (\$14,250.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Singers assists the City in obtaining shall be treated as a separate matter.

III. The Singers will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Singers is an independent contractor and has no authority to bind the City in any matter. The Singers further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Singers shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Singers will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Singers and not used or otherwise subject to pending contract requirements of the Singers shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of _____, 2013.

ST. CHARLES SINGERS

By: _____
President

CITY OF ST. CHARLES

By: _____
Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the St. Charles Arts Council, an Illinois not-for-profit corporation, (hereinafter referred to as "the Arts Council,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Arts Council shall devote its exclusive energies to provide various art forms within the City of St. Charles.

II. In consideration of the foregoing services provided by the Arts Council, the City agrees to pay to the Arts Council, the amount of Fifteen Thousand Two Hundred Fifty dollars and no/100 cents (\$15,250.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Arts Council assists the City in obtaining shall be treated as a separate matter.

III. The Arts Council will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Arts Council is an independent contractor and has no authority to bind the City in any matter. The Arts Council further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Arts Council shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Arts Council will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Arts Council and not used or otherwise subject to pending contract requirements of the Arts Council shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of
, 2013.

ST. CHARLES ARTS COUNCIL

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, the Steel Beam Theatre, an Illinois not-for-profit corporation, (hereinafter referred to as "the Theater,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, the Theater shall devote its exclusive energies to provide performances and exhibits of a cultural nature within the City of St. Charles.

II. In consideration of the foregoing services provided by the Theater, the City agrees to pay to the Theater, the amount of Twelve Thousand Two Hundred Fifty dollars and no/100 cents (\$12,250.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which the Theater assists the City in obtaining shall be treated as a separate matter.

III. The Theater will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. The Theater is an independent contractor and has no authority to bind the City in any matter. The Theater further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. The Theater shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. The Theater will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to the Theatre and not used or otherwise subject to pending contract requirements of the Theatre shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of
, 2013.

STEEL BEAM THEATRE

CITY OF ST. CHARLES

By _____
President

Mayor

AGREEMENT FOR SERVICES

WHEREAS, the City of St. Charles, hereinafter referred to as "the City," is desirous of promoting and developing an awareness of art, history and culture; and,

WHEREAS, the City has determined it would use the "Municipal Hotel Operators' Occupation Tax," hereinafter referred to as "the tax," to pay for services from groups promoting these activities; and,

WHEREAS, Water Street Studios, an Illinois not-for-profit corporation, (hereinafter referred to as "Water Street Studios,") can provide those services desired by the City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. In consideration of the promises, terms and conditions set forth, Water Street Studios shall devote its exclusive energies to provide various art forms within the City of St. Charles.

II. In consideration of the foregoing services provided by Water Street Studios, the City agrees to pay to Water Street Studios, the amount of Five Thousand dollars and no/100 cents (\$5,000.00) for the period beginning May 1, 2013 and ending April 30, 2014. Payment shall be made on a quarterly basis, subject to deductions by the City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any grants which Water Street Studios assists the City in obtaining shall be treated as a separate matter.

III. Water Street Studios will not enter into any relationship, contractual or otherwise, which will subject the City to any liability. Water Street Studios is an independent contractor and has no authority to bind the City in any matter. Water Street Studios further agrees to indemnify and hold harmless the City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against the City with respect to the collection of the special tax provided for by the St. Charles Municipal Code, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax."

IV. Water Street Studios shall maintain records of all of its activities for the period of at least seven years, which records shall upon request be subject to inspection and copying by the City or its designated agent at the City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

V. This agreement shall terminate on April 30, 2014, and the consideration therefore may be renewed by a written instrument executed by both parties.

VI. Water Street Studios will abide by City's policy for externally funded organizations.

VII. Upon termination of this agreement, any funds paid to Water Street Studios and not used or otherwise subject to pending contract requirements of Water Street Studios shall be returned to the City.

VIII. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving a ten-day written notice upon the other party.

IX. The foregoing is the entire agreement made by a between the parties hereto and has been examined by each of the said parties.

X. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this ____ day of
, 2013.

WATER STREET STUDIOS

CITY OF ST. CHARLES

By _____
President

Mayor