



THIS CONTRACTOR AGREEMENT (the “Agreement”), made and effective as of the **1st of January 2026** (the “Effective Date”), by and between the **Village of Lombard** (“Client”), and **Sunrise Communications, Inc. d/b/a SunCom.TV** (the “Contractor”).

1. **Engagement of Contractor.** The Client hereby appoints and engages Contractor as its independent contractor, and Contractor hereby accepts the appointment and engagement by the Client with respect to the matters specified in paragraph 3 and Exhibit A for the compensation specified in paragraph 4 and Exhibit B hereof (“Engagement”).
2. **Term and Termination.**
 - 2.1. **Initial Term and Renewal Terms:** This Agreement shall have an initial term commencing on the Effective Date and ending on the date immediately preceding the first (1st) anniversary of the Effective Date (the “Initial Term”), subject to Sections 2.2 and 2.3 below. This agreement shall then automatically renew for terms of one (1) year each (referred to individually as a “Renewal Term”), unless their Agreement is terminated sooner: (a) by operation of law; or (b) under Sections 2.2 or 2.3 of their Agreement. For purposes of this Agreement: (i) the Initial Term and each Renewal Term are hereinafter sometimes referred to collectively as the “Term”.



- 2.2. **Termination by Client:** In addition to its ability to terminate their Agreement pursuant to Section 2.1 above, the Client shall have the right to terminate their Agreement at any time (a) if Contractor fails to perform any material term of their Agreement and such non-performance is not cured within thirty (30) business days of written notice by the Client of such failure of performance; or (b) upon sixty (60) days' notice for any reason or no reason.
- 2.3. **Termination by Contractor:** In addition to the contractor's ability to terminate their Agreement pursuant to Section 2.1 above, the Contractor shall have the right to terminate their Agreement (a) at any time if the Client fails to perform any material term of their Agreement and such non-performance is not cured within thirty (30) business days of written notice by Contractor of such failure of performance by the Client; or (b) upon sixty (60) days' notice for any reason or no reason.
3. **Activities of Contractor.** During the Term of their Agreement, Contractor shall provide consulting services described in Exhibit A (the "Services").

 - 3.1. **Manner of Performance.** The parties acknowledge and represent that Contractor is free from the control and direction of the Client and the Contractor retains all control over their activities and the operations of their business, except as required to meet their obligations under their Agreement. The Contractor has the right to determine their hours and days of operations, the location of their operations, as well as their strategies for effectively and competently performing the Services, so long as the same are consistent with their obligations hereunder and except as



may be limited in Exhibit A.

- 3.2. **Physical Assets.** Except as provided below in their Subsection and except as may be set forth in Exhibit A, the Contractor shall provide all physical assets needed for performing the Services under their Agreement at their own expense, including but not limited to, providing their own computers, internet service, printers, telephones and related equipment, paper, and other office supplies. To the extent necessary to perform the Services under their Agreement, the Client may require the Contractor to use Client-owned physical assets.
- 3.3. **Contractor's Conduct.** The Contractor shall perform the Services in an ethical and professional manner and refrain from any conduct that is or could be detrimental to the Client's reputation or integrity. Contractor and its employees shall perform the Services in accordance with applicable legal and regulatory requirements and meet the standard of quality ordinarily expected with competent and technical professionals in Contractor's field of expertise.
4. **Compensation and Expenses.** As full and complete compensation for any and all services that Contractor will provide to the Client and for the covenants provided in paragraph 5 hereof, the Client shall pay Contractor such fee or amounts as set forth in Exhibit B attached hereto. Such compensation shall be payable within thirty (30) days after receipt by the Client of a written invoice for Contractor's services or when applicable pursuant to the Local Government Prompt Payment Act (50 ILCS 505/). Invoices shall be submitted by the Contractor to the Client on a monthly basis, and shall provide a description of



services rendered.

5. Covenants.

5.1. Confidential Information.

5.1.1. The Contractor acknowledges that the Client's business depends, in part, upon the possession of confidential, proprietary and trade secret information related to Client operations which is not generally known to others, and that the Client's success and security requires that their information remains proprietary to the Client. The Contractor recognizes that, by virtue of the Contractor's relationship with the Client, and to assist the Contractor in adequately performing the Services, the Contractor will be granted otherwise prohibited access to such information. their information (hereinafter referred to as "Confidential Information") includes, without limitation: information and electronic and hard-copy records consisting of, identifying, containing, describing, or reflecting (in whole or in part) the Client's security information, personal employee information, draft documents or non-public documents, account information, software, data, passwords, performance evaluations, and similar matters of a non-public nature.

5.1.2. The Contractor will not, except as required pursuant to a court subpoena, disclose or use during or subsequent to the Term of their Agreement, any Confidential Information. All Confidential



Information and all records and equipment and other materials relating in any way to Confidential Information, and all other Client property, will be and remain the sole property of the Client during and after the Term of their Agreement.

5.1.3. Upon termination of their Agreement or upon the Client's request (whichever is earlier), the Contractor will promptly return to the Client (or, at the Client's sole option, destroy) all Confidential Information and all materials and all copies or tangible embodiments of materials involving Confidential Information, and all other Client property, in the Contractor's possession or control. The Contractor agrees to represent in writing to the Client upon the termination of their Agreement that they have complied with the provisions of their Section 5.2.

5.2. **Non-Solicitation.** During the Restricted Period, the Contractor shall not, directly or indirectly recruit, solicit or induce, or attempt to recruit, solicit or induce, any employee, agent, representative or other business relationship, the Client to terminate their, her or its employment relationship or otherwise cease their, her or its business relationship(s), as applicable, with the Client, or otherwise interfere with the business relationship(s) between the Client and/or any such individual or entity.

5.3. **Remedies.** Contractor agrees and acknowledges that any violation of Section 5 of their Agreement will cause irreparable damage to the Client, the exact amount of which it will be impossible to ascertain and, for that reason, Contractor agrees that the Client shall be entitled to injunctive



relief restraining any violation or threatened violation of Sections 5 of their Agreement (without bond or security upon any actual or threatened breach of such provisions), such right to be cumulative and in addition to all other remedies available by reason of such violation. Contractor agrees and acknowledges that the covenants set forth in their Section 5 are reasonable with respect to duration and scope, and are necessary to protect the Company's legitimate business interests.

6. **Independent Contractor.** Contractor and the Client understand and acknowledge that Contractor's relationship with the Client is that of an independent contractor and nothing in their Agreement is intended to or should be construed to create a partnership, joint venture or employment relationship. Contractor further acknowledges that Contractor will not be treated or regarded as a Client employee under the laws or regulations of any government or governmental agency. The Client shall not withhold from Contractor's compensation any amounts for income taxes or other similar assessments. To the extent necessary, each party shall report payments hereunder to all governmental agencies as those paid to an independent contractor, and in no event shall the Client treat or report amounts paid to Contractor as amounts paid to an employee. Neither the Client nor the Contractor shall in any way become obligated for the debts or expenses of the other, unless otherwise agreed in writing. Contractor shall have no right to bind, speak for or contract on behalf of the Client. Neither party shall have any liability or obligation of any kind for claims brought upon the other as a result of either party carrying out the terms of their Agreement. Furthermore, the Contractor agrees and acknowledges that he shall have no right to unemployment compensation by virtue of the independent



contractor relationship created hereunder.

Because Contractor is an independent contractor, the Client shall not be obligated to provide Contractor with any benefits provided to employees of the Client, including, but not limited to, health and life insurance and participation in employee benefit plans and Contractor shall not be eligible to participate in such employee benefit plans. Each party shall retain full control, authority and discretion at all times with regard to the hiring, firing and working conditions of the parties' respective employees or other personnel, subject only to the provisions of their Agreement. Each party shall remain solely responsible and liable for compliance with all local, state and federal laws and regulations, and any contractual obligations related to the employment of such parties' respective employees or other personnel. Each party shall remain solely responsible and liable for the payment of all wages, fringe benefits, payroll related taxes and premiums, and expense reimbursement related to the employment of such parties' respective employees or other personnel.

7. **Ownership of Work.**

All work generated or prepared by Contractor on behalf of the Client pursuant to their Agreement shall be owned by and the property of the Client. All work performed under their Agreement shall be considered work for hire, all rights under the Copyright Act are the exclusive rights of the Client, and each production and duplicate, if within the scope of Services, shall bear a legally sufficient notice that the Client is the sole owner of the copyright (**i.e., Copyright**



[year], CLIENT. All rights reserved.)

8. **Insurance.**

Contractor will secure and maintain commercial general liability, workers' compensation, employer liability, and excess liability during the Term of their Agreement, and upon request, will provide the Client with a certificate of insurance which names the Client, its officers, agents and employees as additional insureds. The commercial general liability insurance policy shall be in the minimum amount of \$1,000,000.00. The workers' compensation insurance shall be in the statutorily-required amount. The remaining policies of insurance shall be in commercially reasonable amounts.

9. **Indemnification.**

Contractor agrees to defend, indemnify and hold harmless the Client, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therewith), arising out of the performance of Contractor's Services under their Agreement to the Client.

10. **Miscellaneous.**

10.1. **Ability to Contract.** Contractor has due authority to execute their Agreement and perform their obligations hereunder, and does not have any obligation to any other party that is inconsistent with their obligations under their Agreement, and the Contractor shall not, in the performance of



their Agreement, breach any obligations that they may have to others including, without limitation, any obligations under restrictive covenant or confidentiality agreement.

- 10.2. **Successors; Assignment.** Contractor's rights under their Agreement shall not be transferable by assignment or otherwise. The Client may assign its rights under their Agreement.
- 10.3. **Modification and Severability.** To the extent that the terms set forth in their Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable by a court of competent jurisdiction for any reason, such term, word, phrase, clause or sentence will be modified in such manner so as to achieve the intention of the parties in entering their Agreement and rendering the Agreement, as modified, legal and enforceable under applicable laws. If, however, a court of competent jurisdiction finds that any such term, word, phrase, clause or sentence cannot be so modified and thus made enforceable, or otherwise declines for any reason to do so, such term, word, phrase, clause or sentence shall be deemed severed from their Agreement and of no force and effect, and the balance of their Agreement will not be affected thereby, the balance being construed as severable and independent.
- 10.4. **Amendment.** This Agreement may not be amended or modified except by a written instrument executed by the Client and Contractor.
- 10.5. **Governing Venue and Law.** This Agreement shall be governed by the laws of the State of Illinois, without regard to the conflict of law principles, rules



or statutes of any jurisdiction. In the event of a legal action filed or brought by either party relating to the validity, interpretation, construction, performance, enforcement and remedies of, or relating to, their Agreement, and the rights and obligations of the parties hereunder, each of the Client and the Contractor hereby agree that it and they now and forever waives any and all rights to a trial by jury, irrespective of the law principles, rules or statutes of any jurisdiction or of the nature of the cause of action. The Circuit Court of DuPage County and the Federal District Court in the Northern District of Illinois shall have exclusive jurisdiction over all proceedings related to their Agreement. The Client and Contractor irrevocably and unconditionally consent and submit itself and himself/herself to the jurisdiction of such court(s) for the purposes of any such suit, claim or other legal proceeding and waive and will not plead or claim in any such court that venue is improper or that such suit, claim or other legal proceeding has been brought in an inconvenient forum.

- 10.6. **Notice.** Notices given pursuant to their Agreement shall be in writing and shall be deemed given when actually received (whether via U.S. mail, email, courier service or hand delivery).
- 10.7. **No Waiver.** No waiver by either party at any time of any breach by the other party, or compliance with, any condition or provision of their Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.
- 10.8. **Headings.** The headings herein contained are for reference only and shall



not affect the meaning or interpretation of any provision of their Agreement.

10.9. **Entire Agreement.** This Agreement and the documents to be delivered pursuant hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written.

10.10. **Survival.** Contractor's obligations under paragraph 5 and the Client's obligation to pay Contractor amounts previously earned and direct expenses incurred up to the time notice is made, shall survive the termination of their Agreement.



IN WITNESS WHEREOF, the parties hereto have executed their Agreement as of the day and year first above written.

Contractor:

Sunrise Communications, Inc. d/b/a SunCom.TV

By: _____ Date: _____

Client:

Village of Lombard

By: _____ Date: _____



EXHIBIT A

CONTRACTOR SERVICES

Contractor shall provide the following exclusive services to the Client:

1. Audio-visual production services of Client Council meetings and other public meetings and events as assigned.
 - a. The Client shall provide Contractor with a list of dates, times and locations of such meetings and events, and the Client shall ensure timely access and provide operable audio-visual equipment for Contractor's use for public meetings held at Client location. The Client shall provide an annual list of such meetings and events, which may be amended from time to time by the Client, upon not less than forty-eight (48) hours advance notice to the Contractor.
 - b. Contractor shall be responsible for all production logistics.
2. **Base Services:** Contractor shall provide on-site audio-visual production services for public meetings. For purposes of their Agreement, a meeting is one which does not exceed four (4.5) hours on a single date. A single meeting of less than four (4.5) hours but extends past midnight shall be considered a single meeting. Base Services include the meeting time up to three (3) hours, plus sixty (60) minutes pre-production time and thirty (30) minutes for post on-site operations which include scheduling the meeting on the cable channels and uploading and posting to YouTube or other services.

Additional services listed below are excluded from base services. The Client



shall compensate the Contractor for Base Services as set forth in Exhibit B to their Agreement.

3. **Additional Production Services:** Additional Production Services shall include performing audio-visual production services which exceed the four (4.5) hour limitation for Base Services, and shall include performing audio-visual services for off-site (not at Client location) meetings and events. The Client shall compensate the Contractor for Additional Services as set forth in Exhibit B to their Agreement.
4. **Communication Services:** Program productions onto the cable channels and YouTube or other services as directed by staff. The Client shall compensate the Contractor for Additional Services as set forth in Exhibit B to their Agreement using the Production Hourly Rate.
5. **Off-Site Services:** Contractor shall provide off-site audio-visual production services as requested by the Client pursuant to Section 2 of their Exhibit A, and the Client shall compensate Contractor for such off-site services as Additional Services as set forth in Exhibit B to their Agreement. "Off-site" shall mean at a location other than the Client Village Hall Board Room. All off-site meetings or events shall be produced with audio-visual equipment and other necessary equipment provided by the Contractor. Off-site video will consist of a single, fixed video camera, minimal audio utilizing a mounted microphone and a single remote microphone. Contractor shall provide one (1) operator for a total production of three (3) hours, plus one (1) set-up hour and one (1) hour of breakdown.



Contractor shall provide editing to include a single title, a single end graphic and up to four (4) lower third graphics. The off-site meeting or event will not be edited beyond simple edits to clean up the start and finish of the event. Additional pre- or post-production will be billed under the general hourly rate specified in Exhibit B to their Agreement, including production time and on-site work as well as pre- and post-production off-site work beyond that which is noted in their paragraph.



6. **Use of Client Equipment.** For Base Services and Additional Services which occur at the Client location, Contractor will use the Client's production equipment. Use of Client equipment shall be for the direct or indirect support of meetings or as otherwise directed by the Client. Contractor will use Client equipment solely for the Services provided under their Agreement, unless otherwise agreed in writing by the Parties.



EXHIBIT B

Compensation:

1. **Base Services:** The Client will compensate Contractor \$350.00 per meeting.
2. **Additional Services:**
 - a. **Extended Meeting Hourly Rate:** \$85.00 per hour, billed in 30-minute increments.
 - b. **Additional On-Site Meetings:** \$350.00 per meeting, plus Extended Meeting Hourly Rate if applicable using Clients equipment.
 - c. **Off-Site Meetings/Events:** \$450.00 per on-site, off-site meeting, or event that Contractor supplies equipment, plus Extended Meeting Hourly Rate of \$85 per hour if applicable.
 - d. **Clerical Hourly Rate:** \$55.00 per hour, billed in 30-minute increments.
 - e. **Technical Hourly Rate:** \$85.00 per hour, billed in 30-minute increments.
 - f. **System Integration Services Rate:** \$125 per hour, billed in 30-minute increments. Their rate shall only apply to the design, integration, maintenance, and repair of clients facilities.
 - g. **Cancellation Policy:** The full event rate will be charged for any event not canceled at least 48 hours before its scheduled start time.