



Mark Croft
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P.O. Box 5171 De Pere, WI 54115

bananasentertainment.com

PLEASE SIGN AND RETURN THIS COPY BY FEBRUARY 15, 2024
A COPY WILL BE RETURNED FOR YOUR FILES

1. AGREEMENT made this **13** day of **February 2024** between **MARK CROFT** dba: **MARK CROFT** (herein referred to as Artist) and **SAUK COUNTY PARKS AND RECREATION** (herein referred to as Purchaser)
2. LOCATION, DATE, TIME OF PERFORMANCE:
WHITE MOUND COUNTY PARK
S7995 WHITE MOUND DRIVE
HILLPOINT , WI 53937
WEDNESDAY JUNE 12, 2024
06:00 PM - 08:00 PM
3. PERFORMANCE DESCRIPTION: **PUBLIC OUTDOOR**
4. CONTRACT PRICE: **\$600 (SIX HUNDRED DOLLARS)**
 - a. **\$0** deposit payable online via the customer portal (customers.bananasentertainment.com) OR via check (payable to **Bananas Entertainment LLC**) due 14 days after contract approval
 - b. **Balance of \$600** is payable via CASH OR CHECK TO THE ARTIST DAY OF PERFORMANCE. Checks should be made payable to: **MARK CROFT**. Please DO NOT pay the artist with a check made out to Bananas Entertainment.
 - c. If this engagement is an outdoor event, Artist shall receive full payment rain or shine.
 - d. If engagement is cancelled by Purchaser, deposit is non-refundable.
 - e. Cancellation by Purchaser within 90 days of performance date will result in liability for entire contract price.
5. ARTIST-INDEPENDENT CONTRACTOR
 - a. **MARK CROFT will arrive 45 minutes prior to contract starting time.** Access to the staging area needs to be clear to allow enough time for equipment set-up, sound check, and change of attire. **A staging area of 12 feet wide 8 feet deep is needed to accommodate equipment.** Grounded electrical outlets near staging area are necessary for quality sound and lighting. At times it is not feasible for artist to begin set-up until performance area is cleared by event staff. **If purchaser requests an early set-up, a separate charge will apply.**
The Artist will not be responsible for make-up time if this situation (or any other) impedes access to the staging area, delaying set-up.
 - b. MARK CROFT shall at all times have complete supervision, direction, and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means, and details of the performance of services to fulfill the engagement requirements.
 - c. The Artist executes this agreement as an independent contractor, not as an employee of the Purchaser. Responsibility for appropriate payments payroll taxes and charges under applicable federal and local law will be assumed by the Artist(s).
 - d. The agreement of Artist(s) to perform is subject to detention, severe sickness, accidents, or any other legitimate conditions beyond their control.
6. SPECIAL PROVISIONS: **IN CASE OF RAIN OR INCLEMENT WEATHER, DECISION TO CANCEL PERFORMANCE WILL BE MADE NO LATER THAN 4PM. IF PERFORMANCE IS CANCELLED BEFORE 4PM, ARTIST WILL BE PAID \$200.00. IF PERFORMANCE IS CANCELLED AFTER ARRIVAL AT VENUE, ARTIST WILL BE PAID IN FULL. ARTIST WILL PROVIDE PA SYSTEM. The stage would be set up in the grassy area next to the White Mound Office Building. - Act Size For Job: Duo**
7. If any provisions hereof are determined to be void by court of competent jurisdiction, the remaining provisions hereof shall remain in full force.
8. This engagement agreement and any accompanying rider is the entire agreement of the parties and may not be altered or amended unless agreed upon by both parties and Bananas Entertainment LLC.
9. We acknowledge and confirm that we have read and approve the terms and conditions set forth in this contract.
10. Commencement of engagement as described in this agreement is deemed to be an acceptance of all the terms by Purchaser and Artist.

Purchaser Signature NOT YET SIGNED

Purchaser: SAUK COUNTY PARKS AND RECREATION
SAMANTHA MITTLESTEADT
S7995 WHITE MOUND DRIVE
HILLPOINT WI, 53937

Artist Signature NOT YET SIGNED

Artist: dba MARK CROFT
c/o Bananas Entertainment LLC
P.O. Box 5171
De Pere, WI 54115

