

Mark Croft Email Regarding Contract Concerns

----- Forwarded message -----

From: <mark@markcroftmusic.com>

Date: Wed, Feb 26, 2025 at 2:00 PM

Subject: Re: Concerts

To: Duane and Libby Gilbertson <dulib913@gmail.com>

Hi Guys,

Hope this helps. Let me know if you have any more questions or would prefer to use your own contract.

- 5b refers to the musicians and their production staff only
- No payment is expected if the artist cancels unless a suitable replacement is found/provided
- Generally speaking, very few artists carry insurance as it is cost-prohibitive for most. We will sign any hold harmless agreement given to us for this purpose.

Alternatively, some venues have been able to circumvent a need for liability insurance by obtaining a copy of the artist's vehicle insurance policy information, which we can provide.

Thanks

Mark

Sent from my iPhone

On Feb 26, 2025, at 11:38 AM, Duane and Libby Gilbertson <dulib913@gmail.com> wrote:

Hi Mark... we have the contract on the agenda for our HLPC meeting today and these were some comments Ruth found in our "packet " re. Banana's contract and is believed to be made by the city atty. Would you be able to answer of these before our meeting at 4? If not, we'll get your responses to our city guy when we hear back from you. Have a great day!

section 5b, the contract provides that the artist has control over the services of personnel and everything else. I am not sure what this entails, but it suggests that the artist has the ability to direct City staff and tell them what to do. Not sure if that is a good idea and maybe it is overthinking. Also, in section 5d, if the artist is not able to perform, it should describe if the artist still gets paid, and if so, how much? If the artist is unable to perform, there will most likely be no time to get a replacement so if the artist can't go, then perhaps no payment. The other issue is there is no language about the artist providing insurance. I am not sure what has been done in the past, but I would suggest some coverage by the artist. If insurance is a problem or is cost prohibitive, then I would suggest a hold-harmless provision where the artist holds the city harmless for anything the artist does. Staff is currently awaiting an example of performer contracts used by the Library to use as a possible template for performances.

Thanks Mark!

Libby and Ruth