

CONCERT AGREEMENT

This Agreement made by and between the Columbus Historic Landmarks and Preservation Commission (hereinafter "HLPC") and **Mark Croft Trio** (hereinafter "Performer").

WHEREAS, HLPC is conducting a live music concert series (hereinafter "Concert Series") to be held at the Fireman's Park Pavilion or in the oak grove between the Fireman's Park playgrounds generally located at 1049 Park Avenue in the City of Columbus (hereinafter "the Premises"), during the summer of 2024; and

WHEREAS, Performer desires to provide musical entertainment on the Premises during one of the HLPC Concert Series, dated **August 14, 2024**; and

WHEREAS, HLPC and Performer desire to enter into an agreement which will allow Performer to provide musical entertainment on the Premises during the HLPC Concert Series.

NOW, THEREFORE, HLPC and Performer do hereby agree as follows:

1. HLPC hires Performer to provide musical entertainment during one of the Concert Series events during the 2024 Concert Series. Performer shall receive the sum of \$750 for performing during the concert event. Payment shall be made by HLPC to Performer in one lump sum at the conclusion of the event. **Performance times: 6pm-8pm, 2 sets with one 10 min break**
2. On the day of the concert, Performer shall be allowed access to the Premises at 4:00 p.m. in order to set up prior to the concert. HLPC shall inform Performer of the specific site on the Premises designated for Performer. Performer shall remove all of its equipment and materials by 10:00 p.m. on the night of the concert and shall leave its space in a broom clean condition at the end of each concert.
3. HLPC reserves the right to cancel a concert based on inclement weather or for any other reason. In the event of cancellation, HLPC shall notify Performer as soon as reasonably possible.
- ~~4. Performer shall obtain and maintain third-party general liability insurance with \$1 million per injury coverage naming the City of Columbus as an additional insured or co-insured and shall deliver a certificate of insurance to HLPC prior to Performer's first appearance at a concert.~~
5. Performer shall defend, indemnify and hold harmless the City of Columbus, HLPC, its members, officers, agents and employees from and against any and all claims and damages

for injuries suffered or incurred by a person, other vendor, customer or other third party arising out of or related to Performer's negligent or intentional acts while acting as musical entertainment on the Premises during the Concert Series.

6. Notice as required by this Agreement should be sent to HLPC c/o Susan Caine, City Clerk, 105 N. Dickason Blvd., Columbus, WI 53925. Notice to the Performer shall be sent to

Mark Croft, phone number 608-469-6300.

CITY OF COLUMBUS

Date: _____

_____ print


_____ sign

Authorized Representative

PERFORMER

Date: 4/11/24

Mark Croft print

 sign

Authorized Representative