



ENGAGEMENT AGREEMENT

Fox Valley 920-739-7177

Green Bay 920-964-5483

P.O. Box 5171 De Pere, WI 54115

www.BananasEntertainment.com

PLEASE SIGN AND RETURN THIS COPY AND ANY APPLICABLE DEPOSIT BY MAY 25, 2022

A COPY WILL BE RETURNED FOR YOUR FILES

1. AGREEMENT made this **11** day of **May 2022** between **SHOTGUN JANE** dba: **SHOTGUN JANE** (herein referred to as Artist) and **TOWN OF CORTLAND** (herein referred to as Purchaser)
2. LOCATION, DATE, TIME OF PERFORMANCE: **CORTLAND COMMUNITY PARK, CORTLAND, IL**
SATURDAY AUG 06, 2022
8:00 PM - 11:00 PM
3. PERFORMANCE DESCRIPTION: **FESTIVAL**
4. CONTRACT PRICE **\$2,800 (TWO THOUSAND EIGHT HUNDRED DOLLARS)**
- a. **\$500** deposit made payable to **Bananas Entertainment LLC** upon signing of contract.
- b. Balance of **\$2300** is payable by one of the following options.
- (1) On date of performance: FESTIVAL CHECK UPON COMPLETION Payable to: SHOTGUN JANE
Please DO NOT pay ARTIST with a check made out to Bananas Entertainment. Personal checks are not acceptable on date of performance.
- (2) Prior to date of performance: Anytime you would prefer to prepay or make additional payments, please forward a check payable to Bananas Entertainment LLC. Please indicate the Artist name and the date of the engagement. We will issue a receipt to both parties showing total paid and current balance due. Any payments made by credit card are subject to a 4% merchant fee.
Prepayments by check cannot be made within 7 days of performance date as to allow sufficient time for receipt notification.
- 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. **SHOTGUN JANE** will arrive **240** 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 **20** feet wide **16** 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. **SHOTGUN JANE** 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. AGENT PROVISIONS:
- a. Bananas Entertainment LLC, is acknowledged to have performed upon signing of this agreement and shall not be liable for the default of the Purchaser or the non-performance of the Artist. Artist shall forward commission due to Bananas Entertainment LLC, within seven days of receipt.
- b. If Artist is rebooked into this or any establishment/event owned or controlled by the Purchaser within 366 days from completion of this performance, Artist shall be liable for payments to Bananas Entertainment LLC, commission at the rate due and owing or paid for previous engagement.
7. SPECIAL PROVISIONS:
- PURCHASER WILL PROVIDE COVERED STAGE AREA AND PRODUCTION. PERFORMANCE ADDRESS IS 70 S LLANOS, CORTLAND. ANY FOOD OR BEVERAGE HOSPITALITY GREATLY APPRECIATED. THANK YOU! - - ENCLOSED RIDER IS PART OF CONTRACT - PLEASE SIGN AND RETURN. POWER REQUIREMENT 50 AMPS. STAGING 20' X 16' BAND APPRECIATES CHANGING ROOM, COMPLIMENTARTY BEER, WATER AND SODA. THANK YOU, Cell Phone: (630) 452-6775, Email: dcorson73@gmail.com**
8. If any provisions hereof are determined to be void by court of competent jurisdiction, the remaining provisions hereof shall remain in full force.
9. 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.
10. We acknowledge and confirm that we have read and approve the terms and conditions set forth in this contract.
11. Commencement of engagement as described in this agreement is deemed to be an acceptance of all the terms by Purchaser and Artist.

| FOR OFFICE USE ONLY | |
|---------------------|--------------|
| Date Received | |
| \$500 | |
| Deposit Amount | Check Number |

Purchaser Signature

Artist Signature

81-3865623

Purchaser: TOWN OF CORTLAND

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

DOUGLAS CORSON
59 S SOMONOK ROAD; PO BOX 519
CORTLAND IL, 60112

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