

PERFORMANCE CONTRACT

Agreement made between the undersigned.

The Promoter:

Mr. **Luděk Strašák** on behalf of the **Mestske kulturni stredisko (Town Cultural Center)** in **Namest nad Oslavou**, IC: 18127746, located in Namest nad Oslavou, Masarykovo namesti 100 (Czech Republic), VAT number: CZ 18127746

and

The Artist:

Rumbaristas

Represented by Mr. Piet Decoster, on behalf Via Láctea vzw, located in Rue Beyaert 57 - 7500 Tournai – Belgium, ID: BE125-451-569, VAT: Be 0860.673.080

the Artist declares that he is not a payer of value added tax (VAT);

the Artist is tax domiciled in Belgium.

Here in after named respectively as «Promoter» and «Artist», it is agreed that:

1. The Artist, composed of n. 5 persons on the road including 4 artists and 1 tour manager, agrees to appear as known for n. 2 performances (afternoon, evening) held 31st July (Saturday) in **Namest nad Oslavou** (Czech Republic) as a part of Folk Holidays Festival 2021.
2. For the above-mentioned performances, The Promoter grants the Artist an artists' fee corresponding to the total amount **1500 EUR** net of any taxes (brutto 1764,71 EUR). For the booking fee, The Promoter grants the Artist the total amount **500 EUR** net of any taxes.
3. The Promoter grants the Artist international travel cost **1000 EUR**.
4. The Promoter will arrange and pay, in addition, local transport from Prague/Vienna/Katowice to Namest (arrival July 30, 2021) and back to Prague/Vienna/Katowice on day of departure (August 1, 2021).
5. The Promoter will arrange, in addition, catering and accommodation for 5 people in 3*** hotel: 1 single room and 2 double rooms for 2 nights .
6. The Promoter will effect the payment of the sum here above mentioned - point n. 2, 3 - by electronic bank transfer as follows:
 - payment of **3000 EUR** will be paid to the Artist no later than 5.8. 2021

Bank details:

Name of Bank: : ING Belgie nv

Bank address: ING Belgie nv, Oudenaardestraat 2, 8570 Anzegem-Vichte, Belgium

Account holder: Via Lactea vzw 57, rue Beyaert, 7500 Tournai, Belgium

IBAN: BE53 3850 4355 2053

Swift/BIC: BBRUBEBB

7. The Promoter will arrange and pay sound, lights and backline according to the rider.
8. All shows of the Folk Holidays festival will be recorded by the Promoter – the purpose is only the festival's archive. Every usage for public is under permission of the Artist.
9. Cancellation by Force Majeure: If the performance(s), object of this contract, cannot take place in whole or in part due to any reason considered by International Law as a Force Majeure or any other event beyond the Promoter's and The Artist's control, neither party shall have the obligation to fulfil the original contract and both parties will be exempted from their obligations. Each party shall bear its own expenses and no damages shall be claimed. In the case that money was advanced to The Artist by The Promoter, it should be returned to The Promoter in the shortest delay.

10. Covid 19 article

The Promoter is responsible for paying all expenses related to Covid 19 to enter the territory of the Czech Republic:

- including Mandatory tests to The Artist by the country where the concert is held or when returning to Estonia.
- any official documents required by The Promoter to enter in the country where the concert takes place.

The Artist has the right to cancel this contract in the following situations:

- If The Artist thinks that there is a High Risk of Covid 19 even if the local government allows it.
- If The Artist thinks that there is a High Risk in Travel by Plane.
- If The Artist must self-isolate on return to Estonia, or in the country where the concert takes place.

The Promoter is entitled to unilaterally change the date of the festival or, if necessary, to cancel the festival without a refund, should the objective impossibility of holding the festival on the original date still persist due to the reasons consisting in prolongation of the emergency measures associated with the state of emergency declared by the Czech Government in reaction to Covid-19 pandemic. In case the festival date is changed the Artist will do everything within his power to accept the new date provided there is no Pryor engagement to the date in question, in that circumstance The Artist will work together with the Promotor to accommodate a new date to perform the concert.

If a new date cannot be found and/or in case of the cancellation according to this article by both The Artist or The Promoter, The Artist will refund the money installment already received at that time deducting the travel expenses already incurred.

Invoking rights of the parties mentioned in this paragraph shall exclude both the party's liability for any damage caused to the other party as such change or cancellation merely represents the exercise of rights of the parties expressly mentioned herein.

11. The present contract of agreement is valid if sent by email 1 scan copy of it is to be signed for acceptance and returned within May 31, 2021.

12. The file with rider, including the request for backline, the stage plan is an attachment to the contract.

This simple contract will be published in the Register of Contracts under Act No. 340/2015Sb. on the Register of Contracts. The publication will be provided by the Promoter.

Read, approved and undersigned.

In: Náměšť nad Oslavou

In: Tournai

Date: 20.05.2021

Date: 20.05.2021

The Promoter: Luděk Strašák

The Artist: Piet Decoster

(Stamp and readable signature)

(Stamp and readable signature)