

Bella Concerts GmbH Ottakringer Str. 132/1, AT-1160 Vienna

1. This contract is between

**Ida Nielsen**

c/o

**Marmelade Productions**

**Cortinavej 18b**

**DK-8660 Skanderborg**

**CVR# 33926618**

herein called **Producer**

and,

**Centrum kultury a vzdělávání Moravská Ostrava, p.o. – klub Parník**

**Sokolská třída 26/175**

**CZ-702 00 Moravská Ostrava**

**EU VAT: CZ68917066**

represented by **PhDr. Pavla Filáková**

herein called **Purchaser**

shall constitute an agreement to present **Ida Nielsen & the Funkbots**

The producer reserves the right to change the line up in the event of any reason beyond the control of the Producer including, but not limited to, illness, force majeure

2.	Date	place	number of sets	total
	08th Nov. 2021	club Parnik Ostrava Ticket: 400, + 500,- CZK capacity : 100	1 set of 90 minutes	Euro 3.300.- net & free of all taxes


3. Purchaser agrees to pay and provide for:

- **Producer Fee of € 2.805- net & free of all taxes**
- **Agency Fee of € 495.- net & free of all taxes**
- **hotel with breakfast: 6 single rooms, \*\*\*\* for 2 nights (arrival Nov. 07<sup>th</sup>) and 1 additional single room, \*\*\*\* for 1 night – hotel needs to be approved by management**
- **local ground transport (between hotel and venue)**
- **catering, backline and technical requirements as per attached rider**
- **1 secure parking slot for 1 Van at hotel and venue**

3.a. The purchaser will transfer the agency fee of Euro 495.- net & free of all taxes to the following account no later than November 09<sup>th</sup>, 2021.

**Bank Details:**

in the name of: **Bella Concerts GmbH**

bank & bank adr.: 

IBAN: 

BIC/Swift: 

3.b. The purchaser will transfer the producer fee of Euro 2.805.- net & free of all taxes to the following account no later than November 09<sup>th</sup>, 2021.

Producer bank details tba, separate invoice will be provided.

SIGNED:  
(For The Purchaser)

SIGNED:  
(For The Producer)



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#### **4. LOCAL TAXATION/COPYRIGHT**

Purchaser or his associates warrant that he or they will be liable to pay on top of the confirmed total fee any and all expenses related to local copyright into the appropriate societies, as well as all local taxes and withholding taxes that may arise in connection to any fees and/or per diems payable to the Producer or his band under this agreement and only with respect to this agreement. This has to be considered for the calculation of the fees and/or per diems payable to the Producer or his band. The Purchaser will advise the Producer in writing immediately following agreement on the rate at which performing right royalties are payable for each Show under The Performing Right Society rules

#### **5. TRAVEL COST**

International transportation is included in total payment.

#### **6. CANCELLATION**

In the event of this performance being cancelled by the Purchaser, the Purchaser agrees to pay 100% of the agreed fee to the Producers Representative without any deductions of taxes and/or hotel costs (in case it was agreed, that hotel costs are incl. the confirmed fee)

Producer will not be liable for failure to appear if such failure is caused by physical disability to Artist or to any musicians who perform with Artist; or for any other cause outside the control of Producer, including, but not restricted to, transportation delays or Acts of God affecting the Producer and/or his/her close family members. Producer will not be liable for failure to appear in case parts of this tour are being cancelled by purchasers and the financial income of the remaining tour-concerts do not longer meet the tour expenses for international and local travel arrangements / fees for tour personal and musicians performing with the Artist.

In the event Producer cancels the show, or fails to appear for reasons within his control -meaning the cancellation is not caused by Acts of God, Producer will return all deposits received in conjunction with his engagement and will pay a cancellation fee in the amount of the confirmed gross fee. In the event that Producer fails to appear due to Producer's physical disability and/or illness, a doctor's certificate will be provided and Purchaser and Producer will make best efforts to reschedule the performance for a mutually agreeable date. If no rescheduled date is possible, Producer will return all advanced monies paid which are related to their performance fees (but shall not include any monies paid by Producer for travel, hotels, production or any other expense in relation to concert presentation.)

#### **7. ENDORSEMENT BY ASSOCIATION**

The Purchaser agrees that the name, likeness or logo of the Producer shall not be used by any sponsor or be tied to any commercial product or company, nor shall there be any sign, banner or advertising at or within 30 meters of the stage throughout the entire engagement. The Purchaser is specifically prohibited from associating the Producers name with any product or sponsorship or promotion whatsoever without the Producers prior approval and written consent.

#### **8. SECURITY**

The Purchaser shall guarantee proper security at all times to ensure the safety of the Producer, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Producer on the premises.

#### **9. RADIO, TELEVISION, PHOTOGRAPHY & NEW MEDIA RECORDING**

The Purchaser shall ensure that no recording/stream/broadcast... of any description or for any purpose shall be made of the Producer's performance. It is expressly understood that in the event that the Purchaser or a third party wish to record any part of the Producers performance in any audio, visual or audio-visual media whatsoever then such must be with the prior written authorisation of the Producer. In the event of such recording, then the rights to such recording shall be owned solely and exclusively by the Producer save for any limited licence to broadcast such in the country of performance as agreed between the Producer and Purchaser and/or third party.

#### **10. ITINERARY**

The Purchaser agrees to provide a full and detailed itinerary with names, addresses, phone and fax numbers of hotels, venues, local Purchasers, PA & Lighting companies (where applicable), times and locator/reference numbers for all flights and/or trains booked, all running times for the engagement, arrival, doors open and performance times etc. Such itinerary information must arrive at Bella Concerts not later than fourteen (14) days prior to the performance date.

#### **11. HOTELS**

Where accommodation is part of the deal, the Purchaser agrees to provide and pay for the duration of this contract 4\*hotel accommodation inclusive of breakfast and providing for late check-out each with bath/shower, toilet en-suite, elevator (which is a must also for the venue) & internet connection (free of charge to Producer), within close proximity to the venue. If the Producer's early check in makes it necessary to book an additional night, the corresponding costs will be the Purchaser's responsibility. In case more than one night hotel was confirmed, a buyout will be paid to the Producer for any extra nights no longer needed. Artist can refuse the hotel upon arrival if it does not fit the requirements and the promoter shall pay for the new hotel.

**SIGNED:**  
(For The Purchaser)

**SIGNED:**  
(For The Producer)



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## **12. VISAS, WORK & DRIVING PERMITS**

The Purchaser agrees to pay all applicable Visas, Work and/or Driving Permits requirements in respect of the engagement(s) and to ensure that all necessary Visa, Work and/or Driving Permits (including Sunday Driving permits where applicable) are applied for, obtained and delivered to the Producer, when and where applicable.

## **13. DEPOSIT RELEASE – INCLUSIVE/DELIVERED OFFERS**

The Purchaser agrees that where the deal is inclusive/delivered, the Producer will need to book and pay for flights/travel. The Purchaser agrees that in case a travel share needs to be advanced and such monies have been used to book said travel, Bella Concerts are then no longer responsible for such released monies.

## **14. LIMITATION OF PRODUCER'S LIABILITY**

It is expressly agreed and declared that neither the Producer or the Producers tour party or representatives shall have any liability of whatsoever nature and howsoever caused including but not limited to the attendance by any person or persons at the engagement, or the sale of tickets therefore, or damage occasioned to the structure and fabric including furniture and furnishings of the building or buildings in which the performance takes place. Under no circumstances whatsoever will any damage or other incidental loss be chargeable back to the Producer.

## **15. FLIGHT COST**

In case it was agreed, that the total amount is including international travel costs, it is essential that the deposit payment is received according to the due date. The Purchaser will compensate the Producer for increased flight costs in case the payment is not received as agreed in the contract.

## **16. FORCE MAJEURE**

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Producer contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, epidemic, injury or other inability to perform by Producer, any of Producer's musicians, crew, any of Producer's family members, or any other person personally known to Producer whose death, disability, illness or injury adversely impacts Producer's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Producer which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event. In any such event, neither party hereto shall be entitled to make any claim against the other party for non-fulfilment of any outstanding obligations yet to be performed on the part of such other party.

## **17. INSURANCE**

The Purchaser hereby warrants that he has taken out adequate insurance covering claims for damage to the venue and its fixtures, furnishings and fittings, Employer's Liability and Public Liability insurance covering claims by the Purchaser's staff or their families or by members of the public or their families in the event of personal injury or death sustained in connection with this engagement, and insurance against all claims associated with the cancellation of this performance subject to Illness or Force Majeure. In the event of the Purchaser having failed to effect such adequate insurance to cover the liabilities arising under this clause, the Purchaser shall be liable for any such claims.

## **18. MERCHANDISE**

The producer has the exclusive rights to sell and autograph his own products i.e. T-shirts, programs, compact discs & videos without paying any commission to the Promoter or venue.

## **19. CONFIDENTIALITY**

The fees and conditions in this contract are strictly confidential and shall be kept confidential by all contracting parties. A breach of confidentiality shall immediately make this contract null and void and dissolved.

## **20. COMPLIMENTARY TICKETS**

The Producer will receive 10 complimentary tickets

## **21. RIDER**

The Producer's Rider(s) (including the technical rider) are an integral part of the Contract.

If the Purchaser wishes to modify the Riders and/or technical specification, Purchaser must put such request in writing to Bella Concerts. Only changes made to the Riders or technical specification with the written authorisation of the Producer will be valid. Producer has the right to make non-material alterations to the Riders and technical specification and will inform the Purchaser of any such changes in writing. Final alterations from Producer or Purchaser, if any, need to be send no later than 15 days before the concert takes place.

**SIGNED:**  
(For The Purchaser)

**SIGNED:**  
(For The Producer)



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**22. AGENT LIABILITY**

Isabelle Pfeifer (Bella Concerts GmbH) is acting as agent and not as principal and as such accepts no liability for any acts, failures, errors or omissions on the part of the Producer or the Purchaser.

**23. CONDITION PRECEDENT BINDER**

It is a condition of this contract that should it not be signed and returned to Bella Concerts within 14 days of its issue, and no written objections have been made within that time period, the terms documented in this contract shall constitute a binding agreement between the parties.

**24. AGENT EXCLUSIVITY**

Purchaser warrants and agrees that for a period of eighteen (18) months after the date of the engagement Purchaser will not hire or engage Producer for future appearances at the same venue or alternative venues unless utilizing the services of the Agent.

**25. PROPER LAW AND JURISDICTION**

This agreement shall be governed by Danish Law. It is agreed and understood by both parties to this agreement that in the event of any dispute, this contract shall be interpreted under and according to the laws of Denmark, the Producer and Purchaser hereby submit to the exclusive jurisdiction of the courts in Aarhus. Should any part of this Agreement be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, then the remainder of this Agreement shall remain in full force and effect. Any invalid clause shall be replaced by a valid clause that comes closest to the intended operation of this Agreement.

**Contract Due: October 28<sup>th</sup>, 2021**

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In case it is not possible to proceed with the tour because of Force Majeure/authorities restrictions (Covid-19), the concert will be moved and both parties will show best efforts to find a mutually agreeable new date.

Should any authority in one of the countries the Producer is due to perform, issue any quarantining restrictions, which affect the Producer's stay in the respective countries or the onward journey, the Producer has the right to cancel the show without liability. By doing so, the Producer agrees to return any funds paid by Purchaser relating to the contracted guarantee. Neither party will have any further liability relating to the performance.

In case the Producer and entourage arrive prior to show day, but the performance(s) will be cancelled due to Covid-19 Force Majeure, the Purchaser is responsible to cover the hotel including breakfast and local transports.