**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:**

**Interference**

Represented by Mr. **Marc McDonald**, located in 5 Wilson Crescent, Mount Merrion, Blackrock, Co.Dublin, A94 H3F4, Ireland; Passport No: PL6736422

The Artist declares that he is not a payer of value added tax (VAT).

The Artist is tax domiciled in Ireland.

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

1. The Artist, composed of n. 12 persons (8 musicians, 1 tour manager, 3 technicians) on the road, agrees to appear as known for n. 1 performance held on **July 30, 2022** in **Namest nad Oslavou** (Czech Republic) as a part of Folk Holidays Festival 2022.
2. For the above-mentioned performances, The Promoter grants the Artist total fee **5400 EUR** including international travel cost, net of any taxes. The Promoter grants the Artist an artists´s fee corresponding to the total amount **4900 EUR reduced by actual international travel cost** net of any taxes. 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. The Artist will send a bill of international travel to the Promoter. In case the Artist will do another performance at different promoter on the same tour, the international travel cost is shared by promoters by the same part. In that case total price is reduced by shared international travel cost of other promoters. The Artist will not be liable to repay any non-refundable travel costs in case of cancellation by the promoter of event/festival/performance.
4. The Promoter will arrange and pay, in addition, local transport from Prague or Vienna airport (arrival on 29th July, 2022) and back to Prague or Vienna airport on day of departure (31st July, 2022).
5. The Promoter will arrange, in addition, catering and accommodation for 12 people in hotel: 2 single rooms , 1 room with 2 single beds , 4 double rooms and 1 family room for 2 nights (July 29 and July 30, 2022).
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 **international travel cost** (according to point 3)will be paid to the Artist no later than 10 days after the Promoter will receive a bill with transport costs from the Artist.
* payment of **5400 EUR reduced by actual international travel cost** will be paid to the Artist no later than 1.8.2022

Bank details:

Bank: EBS

Account name: Marc McDonald

Account No: 40818217

IBAN: IE09EBSI93902140818217

BIC: EBSIIE2DSDD

1. The Promoter will arrange and pay sound, lights and backline according to the rider.
2. 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.
3. 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. The Promoter 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 Promoter'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 Force Majeure. In the event of the Promoter having failed to effect such adequate insurance to cover the liabilities arising under this clause, the Promoter shall be liable for any such claims.
4. 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 April 30, 2022.
5. 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: Dublin City, Ireland

Date: 23rd of March, 2022 Date: ……………..

The Promoter: Luděk Strašák The Artist: Marc McDonald

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Stamp and readable signature) (Stamp and readable signature)