

LIVE PERFORMANCE CONTRACT

N° GAR20220727

Selvamonos Productions

Association n°W751214221 (APE : 9001Z)

VAT : FR19 753372101

Address: 38, rue Jacques Louvel-Tessier, 75010 PARIS (FRANCE),

Phone: + 33 6 51 03 56 97

Represented by Lionel IGERSEIM, as President.

Hereafter called the « PRODUCER »

Mestske kulturni stredisko Mestske kulturni stredisko (Town Cultural Center) in Namest nad Oslavou in Namest nad Oslavou

Adress: Masarykovo namesti 100, Namest nad Oslavou (CZECH REPUBLIC)

Company n°: 18127746

VAT number: CZ 18127746

Represented by Luděk Strašák as Head.

Hereafter called the « ORGANIZER »

Appended to the present contract: Annex 1: Technical Rider

SUMMARY

The ORGANIZER is committed to contract THE GARIFUNA COLLECTIVE (the «BAND») for a live performance at the Folk Holidays Festival at Mestske kulturni stredisko in Namest nad Oslavou, Czech Republic, on Wednesday, July 27th, 2022, and contacted the PRODUCER, the exclusive agent of the BAND to set the terms of its participation under the following contract and its annex (the « CONTRACT »).

ARTICLE 1 - PURPOSE

- 1) The BAND is committed to present its performance on Wednesday, July 27th, 2022, at the Folk Holidays Festival at Mestske kulturni stredisko in Namest nad Oslavou, Czech Republic.
- 2) The BAND is under contract with the PRODUCER who guarantees the availability of the BAND for the date of the performance. The BAND is tax domiciled in Belize.
- 3) The ORGANIZER guarantees the availability of the stage for the date and time of the performance.

ARTICLE 2 – THE PRODUCER’ OBLIGATIONS

- 1) Unless explicitly specified in the CONTRACT, the PRODUCER will be responsible for all the artistic aspects and undertakes the BAND will present a finished performance.
- 2) The PRODUCER, as representative of the BAND, will be responsible for the remuneration of the musicians.
- 3) The PRODUCER, as representative of the BAND, is legally & fiscally responsible for the BAND and does declare the BAND to the relevant authorities.

ARTICLE 3 – THE ORGANIZER’S OBLIGATIONS

- 1) The ORGANIZER will provide the venue stage in full working order, including the staff for its set-up and its equipment.
- 2) The ORGANIZER will be responsible to pay all royalties, duties and taxes related to the show. At the PRODUCER request, the ORGANIZER shall provide receipts for any or all the above.
- 3) Technical requirements
The ORGANIZER undertakes to make available the light and sound equipment in full working

order as well as the backline, as detailed in the annexed technical rider.

- 4) The ORGANIZER shall inform the PRODUCER of the layouts and technical setting of the stage one month before the performance date at the latest.
- 5) The ORGANIZER is responsible for all general services related to the show including technical work, reception and security of the public, ticket sales, accounting of the ticket sales and remuneration of all related staff.
- 6) Regarding publicity, press releases and public information, the ORGANIZER will respect the BAND's image as represented in the material supplied by the PRODUCER.

ARTICLE 4 – PAYMENT OF THE FEE

For the above-mentioned performance, the ORGANIZER shall pay an artist's fee (net of all taxes and duties) corresponding to the total amount of 5000 EUR (five thousand EUR) to PRODUCER in two installments.

- for the booking fee 2500 EUR net of all taxes (two thousand and five hundred EUR) through bank transfer before April 30th
- for travel expenses 2500 EUR net of all taxes (two thousand and five hundred EUR) through bank transfer on the day of the show, before artists get on stage.

ARTICLE 5 – CATERING – ACCOMMODATION – LOCAL TRANSPORT

The ORGANIZER will be accountable for the catering, accommodation and local transport expenses as detailed below:

- Hotel*** for 8 people (1 night): 4 twin bedrooms (two separate beds), including BREAKFAST for the night of the show
- Hot meals for 8 people
- Local transportation from the airport or train station to the hotel and/or the venue and from the venue to the airport or train station
- Catering: drinks and snacks as detailed in the annexed technical rider

ARTICLE 6 – ACCESS PASSES

- 1) The ORGANIZER will supply one complementary pass per musician of the BAND.
- 2) The ORGANIZER shall also comply to accredit press media, and any professional as requested by the PRODUCER.

ARTICLE 7 – PUBLICITY – LOCAL PROMOTION

- 1) The PRODUCER will supply all necessary material for the promotion of the show, including 5 posters, photos, press clippings and updated biography in English.
- 2) PRODUCER authorizes the ORGANIZER to use the name of the BAND and of its members as well as the above-mentioned material to the limits specified in ARTICLE 3.6 (the ORGANIZERS OBLIGATION).
- 3) The ORGANIZER undertakes to send a copy of all the press material that mentions the show as well as any audio or video recording of the performance.
- 4) The ORGANIZER is obliged to send a comprehensive list of local and regional media contacts to the PRODUCER at least one and a half month (1,5) month before the performance date so that the PRODUCER can promote the event accordingly.
- 5) All shows of the Folk Holidays festival will be recorded by the ORGANIZER – the purpose is only the festival's archive. Every usage for public is under permission of the PRODUCER.

ARTICLE 8 – RECORDING – BROADCASTING

The ORGANIZER will not broadcast any recordings of the BAND other than those taken during the show for other ends than promoting the event.

ARTICLE 9 – RESPONSIBILITIES

- 1) Each party guarantees the other against all claims from suppliers and employees for whom it is responsible under the terms of the CONTRACT.

- 2) The ORGANIZER will be responsible for any accident that may occur for any cause whatsoever during the event.

ARTICLE 10 – INSURANCE

The ORGANIZER declares subscribing to all necessary insurance policies covering all risks associated to the performance.

ARTICLE 11 – CONTRACT ANNULMENT

- 1) The present contract will be suspended or dissolved in full and without any indemnities, in case of force majeure.
- 2) For any other case of annulment, the party responsible for the annulment will compensate the other party for all reasonable expenses already committed.
- 3) The parties expressly agree that if the sanitary crisis recognized by the state bodies as “Covid-19” and its physical, administrative, and juridical consequences make the organization of the show impossible, in part or in full, it will be considered a case of force majeure and will not open rights to indemnities. In that case, the parties will try to find a solution together allowing the show to take place with a smaller audience or will postpone the show. This solution will be the object of an addendum to this present contract.

ARTICLE 12 – COMPETENT COURT AND LEGISLATIVE ASPECTS

- 1) The Tribunal de Commerce de Paris will be competent for any dispute related to the interpretation or the application of the CONTRACT unless both parties can find a friendly arrangement.
- 2) 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 ORGANIZER.

ARTICLE 13 – TECHNICAL RIDER

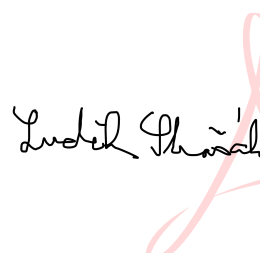
The technical rider of the BAND is presented in annex 1 and shall form an integral part of this CONTRACT.

Signed in Paris, France, on April 28th, 2022, in two original copies.

The PRODUCER


SELVAMONOS PRODUCTIONS
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75010 PARIS
Association loi 1901
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The ORGANIZER


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