ARTIST AGREEMENT

BETWEEN THE FOLLOWING PARTIES

as a legal representative of Coral Riff Management - hereinafter
AGENT
AND
Centrum kultury a vzdělávání Moravská Ostrava, příspěvková organizace (contributory organisation) registered office Sokolská třida 175/26, Moravská Ostrava, 702 00 Ostrava, ID No.: 68917066 acting by director, hereinafter ORGANISER
PRE-CONDITIONS FOR ENTERING INTO THE AGREEMENT
 is an AGENT of Scott Henderson Trio group, which is denominated as an ARTIST; is authorised by artistic management of the "Parník" club; THE ORGANISER intends to use for performance the professional skills of an ARTIST, who has the exclusive right to choose his own repertoire; THE ORGANISER shall ensure that an ARTIST is prepared conditions, under which he will be able to present his programme. On the basis of the above, the following provisions have been agreed:
Article 1: SUBJECT OF THE AGREEMENT ARTIST undertakes to perform on Thursday 8 September from 8:00 p.m. to 10:00 p.m. at the venue: Parník club, Sokolská třída 175/26, Moravská Ostrava, 702 00 Ostrava
Article 2: REMUNERATION a. THE ORGANISER shall pay the AGENT the total remuneration in the amount as follows:
a1. As non-interest bearing financial collateral and co-signed advances - 50% of the total amount payable amounting ————————————————————————————————————
Purpose of the payment: advance payment for a concert of Scott Henderson Trio in the "Parnik

a2. The remainder of the stated remuneration transfer according to the above bank details on the first day of the week before the concert date. Copy of the payment supplemented by due CRO number shall be handed over to an AGENT during the sound check on the day of the concert

Payments by personal cheque or copies of bank transfer slips without a CRO number are not permitted.

b. THE ORGANISER bears the costs associated with the necessary technical and organisational preparation of the venue where the "performance" will take place i.e. the costs of sounding and lighting for the performance. Travel expenses used for the transport of an AGENT to the place of accommodation shall be the AGENT's expense.

Article 3: ORGANISATION and PERMIT to "perform"

AGENT and ARTIST guarantee that they will be provided with all necessary approvals to carry out the "performance". In this regard, each Party agrees to indemnify and hold harmless the other Party for any costs or financial obligation that may arise as a result of the insured party's misrepresentation above.

Article 4: ACCOMMODATION, MEALS, CHANGING ROOM, AND TRAVEL

THE ORGANISER undertakes to provide

5 single rooms in at least a four star hotel, which is not more than 10 minutes by car from the venue and which has a parking space suitable for parking a van up to 3 m high, which must be a guarded indoor or outdoor car park.

Article 5: WARNINGS AND PRECAUTIONS

THE ORGANISER is entitled to arrange the performance at the venue.

THE ORGANISER undertakes to do everything possible to put in place the most appropriate measures at the venue to ensure safety of an ARTIST and his personnel and the protection of their systems and/or equipment.

In particular, the Parties understand that no persons shall be allowed in the stage or stage area, side structures, boxes or changing rooms unless expressly authorised to do so by an ARTIST, AGENT a/or their representatives.

Article 6: PROMOTION AND ADVERTISING

THE ORGANISER is authorised to use name and/or artistic pseudonym of an ARTIST, photographs, audio or audio-visual recording of an ARTIST solely for the promotion of the performance.

Public advertising, publicity and promotion of performances are the responsibility of the ORGANISER.

Article 7: WITHDRAWAL due to the OBSTACLE on the part of an ARTIST

AGENT withdraws from this Agreement without any obligation towards the ORGANISER with respect to any claim or disclosure of cause, except for the return of any financial benefits if an

ARTIST— or a member of his group - has been prevented by illness, accident, damage to technical equipment or other clearly demonstrable impediment from fulfilling the obligations laid down in this document; in such a case, the withdrawal must be notified in writing to the ORGANISER, and such a notification shall have immediate effect.

This point includes any cancellation due to traffic problems beyond control of an ARTIST: strikes, accidents, flight delays, airport closures, train and bus delays, etc..

Article 8: FAILURE TO PERFORM OR POSTPONEMENT OF THE PERFORMANCE

- a. In the event that the performance cannot take place due to the ORGANISER's fault, the ORGANISER undertakes to pay an AGENT the amount equalling 50% (fifty percent) of the remuneration agreed in the first paragraph of the preceding Article 2 by way of compensation in the event that the installation of sound and lighting equipment for an ARTIST has not yet begun.
- b. In the event that the installation of sound and lighting equipment has already begun, the ORGANISER undertakes to pay an AGENT as compensation the amount equalling 50% (fifty percent) of the remaining amount due for the performance agreed in the first paragraph of the preceding Article 2 a2.
- c. In the event that the performance has already begun and should be postponed or cancelled for reasons beyond the control of an AGENT or ARTIST, the ORGANISER shall be obliged to pay an AGENT the entire remuneration agreed in the first paragraph of Article 2.
- d. In the event that the performance is postponed for reasons directly attributable to an ARTIST, the AGENT agrees to reimburse the ORGANISER for all costs associated with the preparation of the performance.
- e. If the concert cannot take place due to reasons beyond the control of the Parties, such as restrictions related to the Covid-19 pandemic, the Parties shall agree on a later date for such performance. The advance payment remains with an ARTIST as a deposit for the performance at a later agreed date.

Article 9: SIGNATURE OPTIONS

☐ This Agreement will be sent to the ORGANISER via e-mail; the ORGANISER will sign it at the bottom and add initials in the margin of each page, then scan it and send it to an AGENT, who will also sign it, scan it and send it back to the ORGANISER: by this procedure the Agreement will be ratified and valid between the two Parties.

Article 10: GOVERNING LAW

Given the fact that the ORGANISER is not a regular business entity, but a contributory organisation of the city Ostrava, the governing law shall be Czech law and the jurisdiction of the general court of theORGANISER in Ostrava is agreed.



