



club" 08.09. 2022

a2. The remainder of the stated remuneration [REDACTED] [REDACTED] shall be paid by bank 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 the **ORGANISER** in Ostrava is agreed.

