

Addendum no. 1 to art ARTISTIC PERFORMANCE AGREEMENT

BETWEEN

██████████
██████████
██████████, in the legal representative of **Coral Riff Management** - hereinafter referred
AGENT

AND

Centrum kultury a vzdělávání Moravská Ostrava, příspěvková organizace
(contributory organisation)

registered office: Sokolská třída 175/26, Moravská Ostrava, 702 00

Ostrava, ID No.: 68917066

acting by director, ██████████

hereinafter **ORGANISER**

WHEREAS

- ██████████ is **AGENT** of Jeff Berlin 4tet, hereinafter referred as **ARTIST** •
██████████ is in charge of artistic direction for the venue
"Parník" club
- the **ORGANISER** intends to use during that manifestation of the **ARTIST'S**
professional skills and that the choice of repertoire is determined exclusively by
the **ARTIST** himself;
- the **ORGANISER** ensures that the **ARTIST** will be put in the position to be able to
perform his show

Given the above, it is hereby agreed as follows:

Article 1: OBJECT of the CONTRACT

The **ARTIST** undertakes to perform his show on Friday, March 31 st 2023 from h. 20:00
to h. 22:00 in the context of the venue: **Parník Club**

Article 2: RETRIBUTION

a. The **ORGANISER** pays to the **AGENT** a total fee amount of € 2.500 as follows: a1. As
non-interest bearing security deposits and countersigning deposits, the 50% of the total
due amount, corresponding to €1.250, by wire transfer, against a regular payment
document, upon signing of this contract at the following bank coordinates:

ACCOUNT OWNER: ██████████

IBAN: ██████████

BIC: ██████████

Bank: ██████████

Reason: Deposit Concert Jeff Berlin 4tet at Parník Club 31.03.2023

a2. The balance of said remuneration, corresponding to the amount of € 1.250 must be paid by wire transfer, to the above mentioned bank coordinates, made on the first weekday before the date of the concert, the copy of which, complete with regular n. of CRO, must be delivered to the **AGENT** during the soundcheck on the day of the concert.

Payments by personal check or copies of bank transfer without n. by CRO are not allowed.

Reason: Balance Concert Jeff Berlin 4tet at Parník Club 31.03.2023

b. The **ORGANISER** will have to bear eventual costs of VAT and further taxes imposed on the show and all the necessary technical and organizational expenses for the preparation of the place where we will take the "**Show**".

Article 3: ORGANIZATION and PERMISSIONS for the "Show"

The **AGENT** and the **ARTIST** guarantee to be provided with all necessary approvals for the conduct of the "**Show**". In this respect, each party agrees to indemnify and hold the other harmless from any costs or financial liability that may arise as a result of the untruthfulness of the above insured.

Article 4: HOSPITALITY, DRESSING ROOM and TRAVEL

The **ORGANISER** undertakes to provide

N. 5 single rooms in a min. 4* hotel not farther from the venue than 10 minutes driving.

Article 5: AUTHORIZATIONS AND SECURITY MEASURES

The **ORGANISER** must be equipped with the contract for the concession of the place of execution of the same, of the declarations of commencement of activities to the territorially competent collecting society, the license for public performances issued by the same, and any other necessary permit.

The **ORGANISER** undertakes to do everything possible to ensure that the most appropriate measures are taken in the place where the show will be performed, to guarantee the safety of the **ARTIST** and his staff and the protection of his systems and / or equipment.

It is expressly understood that people cannot be admitted in the area of the exhibition stage, side structures, boxes, dressing rooms, unless expressly authorized to do so by the **ARTIST**, the **AGENT** and / or their representatives.

Article 6: ADVERTISING

The **ORGANISER** has the right to use the **ARTIST'S** name and / or artistic pseudonym exclusively for the propaganda of the show.

Public advertising and public promotion of the show are the responsibility of the **ORGANISER**

Article 7: WITHDRAWAL for IMPEDIMENT of the ARTIST

The **AGENT** withdraw from this contract, without any obligation for any title or reason to the **ORGANISER**, except for the return of any deposit, in the event that, due to illness, accident, damage to technical means or other effectively demonstrable impediment, the **ARTIST** - or a member of his group - were unable to fulfill the commitments

contemplated in this writing; in this case, the withdrawal must be communicated to the **ORGANISER** in writing and becomes immediately effective.

This point includes any cancellation due to transport problems under the control of the **ARTIST**: strikes, accidents, flight delays, airport closed, delayed trains, buses, etc.

Article 8: FAILURE TO PERFORM OR SUSPENSION OF THE SHOW a. In the event that the show cannot be performed due to force majeure or in any case not attributable to the **AGENT** or to the **ARTIST**, in all these cases the **ORGANISER** undertakes to pay the **AGENT** to title of indemnity the sum corresponding to 50% (fifty percent) of the remuneration agreed in the first paragraph of the previous art. 2, in the event that the assembly of the audio and lighting systems following the **ARTIST** had not begun.

- b. In the event that the assembly of the audio and lighting systems had begun, the **ORGANISER** undertakes to pay the **AGENT** as compensation the sum corresponding to 50% (fifty percent) of the balance due for the show agreed in the first paragraph of the previous art. 2 a2.
- c. If the show has already started and should be suspended or canceled for reasons beyond the control of the **AGENT** or the **ARTIST**, the **ORGANISER** is required to pay the **AGENT** the entire fee agreed in the first paragraph of art. 2.
- d. In the event that the suspension of the show is due to causes directly attributable to the **ARTIST**, the **AGENT** will pay the **ORGANISER** the 50% of the sum agreed in point 3, b.
- e. If for reasons beyond the control of the parties, due to restrictions due to Covid 19, the concert cannot be held, the parties must agree on a postponement of the performance to a date to be agreed. The advance paid remains to the **ARTIST** as a deposit for the following date.

Article 9: SIGNING METHOD

This contract will be sent to the **ORGANISER** via email; the **ORGANISER** will sign it at the bottom and initial it in the margin on every page, scan it and send it to the **AGENT** who will sign in turn, will scan it and in turn will send it back to the **ORGANISER**: thus the contract will be ratified and valid between the parties.

Article 10: APPLICABLE LAW

Given the fact that the **ORGANISER** is not a regular business entity, but a contributory organization 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.

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