

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:

LINA_

Represented by Mr. **Georg Pfaab** on behalf of the Prime Tours & Promotion GmbH, located in Elssholzstrasse 8, D-10781 Berlin, Germany; ID number: 29/479/35553, VAT number: DE-246678151

The Artist declares that he is a payer of value added tax (VAT).

The Artist is tax domiciled in Portugal.

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

1. The Artist, composed of n. 6 persons (3 musician, 1 tour manager, 2 technicians) on the road, agrees to appear as known for n. 1 concert held on **July 28, 2024** in **Namest nad Oslavou** (Czech Republic) as a part of Folk Holidays Festival 2024.
2. For the above-mentioned performances, The Promoter grants the Artist total fee **6200€** including international travel cost, net of any taxes. The Promoter grants the Artist an artists's fee corresponding to the total amount **4200€ reduced by actual international travel cost** net of any taxes. For the booking fee, The Promoter grants the Artist the total amount **2000€** 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.
4. The Promoter will arrange and pay, in addition, local transport from Prague airport (arrival on 27th July, 2024) and back to Prague airport on day of departure (29th July, 2024).
5. The Promoter will arrange, in addition, catering and accommodation for 6 people in hotel: 6 single rooms for 2 nights (July 27 and 28, 2024).
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 4 days after the Promoter will receive a bill with transport costs from the Artist.
- payment of **6200€ reduced by actual international travel cost** will be paid to the Artist no later than 28.7.2024

Bank details:

Name of Bank: Berliner Volksbank

Bank address: Berliner Volksbank eG, 10892 Berlin

Account holder: Prime Tours & Promotion GmbH

IBAN: DE 56 10090000 7367722007

SWIFT/BIC: BEVODEBB

7. The Promoter will arrange and pay sound, lights and backline according to the rider.
8. 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.
9. 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. Each party shall bear its own expenses and no damages shall be claimed. In the case that money was advanced to The Artist by The Promoter, it should be returned to The Promoter in the shortest delay.
10. In the event of an alleged breach of this contract by The Promoter, The Artist shall have no further obligation to fulfil this agreement and may cancel it without payment or penalty of any sort and he shall in no event be obliged to repay The Promoter any sums theretofore paid by The Promoter pursuant to this agreement. The Promoter shall remain liable to The Artist for the full net contract fee (specified in point 2) and any additional compensation herein provided, i.e. the commission for Artist's agent if it was negotiated and agreed separately, the hotel, the catering, lunch and dinner.
In case that a breach of contract by The Artist renders impossible the performance specified in this contract he shall repay The Promoter within five days any sums theretofore paid by The Promoter on account as well as the expenses incurred by The Promoter until the date of cancellation, upon submission of invoice, however not exceeding the amount of the net contract fee agreed for the engagement taking into account any amounts that Promoter recovered or could have recovered using its best efforts to mitigate his damages. Notwithstanding the foregoing, Promoter will not be entitled to recover any alleged lost profits or similar damages.
11. 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 March 31, 2024.
12. 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.



FOLKOVÉ PRAZDNINY
Náměšť nad Oslavou

Městské kulturní středisko
v Náměšti nad Oslavou
Masarykovo nám. 100
679 71 Náměšť nad Oslavou
IČ: 18127746
+420 805 290 764
info@folkoveprazdniny.cz

www.folkoveprazdniny.cz

In: Náměšť nad Oslavou

In: Berlin

Date:

Date: 22.03.2024

The Promoter: Luděk Strašák

The Artist: Georg Pfaab

(Stamp and readable signature)

(Stamp and readable signature)