

CONCERT PERFORMANCE AGREEMENT

Contract number: DCA/C23-000048

Contract date: 31 May 2023

entered by and between

Promoter: Městské kulturní středisko, Mírová 831, 386 01 Strakonice, Czech Republic
Frantisek Christelbauer, ,
(hereinafter referred to as "**Promoter**")

and

Artist: Skiltron (hereinafter referred to as "**Artist**")

Represented by:

RTN Touring - David Caracandas

C/O Firebird Industries OÜ, Juhkentali tn 8, Tallinn – 10132 Estonia, VAT: EE101882017

(hereinafter referred to as "**AGENT**")

- (1) Subject to the GENERAL PROVISIONS as specified and agreed in **ANNEX 1**, which shall herewith become an integral part of this Agreement, the Parties herewith mutually agree that the Promoter hereby engages the Artist to perform the Show as specified in clause (2) below according to the terms and conditions of this Agreement.

- (2) The Parties herewith mutually agree on the following specifications of the Artist's contractual concert performance(s):

TIMING & VENUE-INFO
Date of Performance: Friday, 23 August 2024
Venue/Festival: International Bagpipe Festival
Venue Address: Sv. Markéta, CZ-38601, Strakonice, Czech Republic
Venue Capacity: 3000 PAX
Billing Status:
Time of Performance: 22.00 - 23.30
Get-In Time:
Doors:
Curfew:

PRODUCT & SERVICE ITEMS		
Description	VAT	Amount
Deposit Fee	0%	1,250.00 EUR
Balance Fee	0%	1,250.00 EUR
Total amount		2,500.00 EUR

DEAL		
Guarantee Fee:	€2.500	
Additional Fee Info:		
Backend Deal:	Flat fee	
Backend Deal %:		
Backend Deal payment:		
Break Even Point:		
Gross-Ticketprices:		Net-Ticketprices:

TERMS OF PAYMENT			
deposit:	EUR 1,250.00	20 May 2024	by bank transfer
deposit 2:	EUR		by bank transfer
balance:	EUR 1,250.00	5 August 2024	by bank transfer

MISCELLANEOUS PROVISIONS	
Taxes and Deductions:	The fee is net of taxes and free of any deductions
Exclusivity:	
Hotel/Accommodation:	3 x twins with breakfast @ Penzion Augustin Zábouří
Backline:	provided by promoter according artist-rider
Tour Vehicles:	
PA/Lights/Stage:	to be provided by promoter according to venue/festival-rider
Catering:	to be provided by promoter according to artist-rider
Provided Staff by Promoter:	1 sound engineer, 1 monitor engineer, 1 light engineer, 1 English speaking local representative.
Shuttles:	Promoter shall be obliged to pay, arrange and provide the Artist's & crew local and airport transport
Flight Agreement:	No flights provided by promoter.
Announcement:	TBC
Guestlist:	
Amount of People (X):	
Merchandise Agreement:	TBA

Read and agreed:

Place, date: STRAKONICE 22.2024

Place, date: TALLINN 20/3/24

MĚSTSKÉ KULTURNÍ STŘEDISKO

Mírová 831, 386 01 Strakonice

tel.: +420 383 511 537

program@meks-st.cz

The Promoter

IC: 00 367 869

The AGENT on behalf of the Artist

David Caracandas

ANNEX 1**TO THE AGREEMENT BETWEEN PROMOTER AND AGENT DATED: 31 May 2023****GENERAL PROVISIONS**

- 1) Unless otherwise agreed in writing signed by both Parties hereto the Promoter shall be obliged
 - a) to obey all instructions, rules and/or stipulations as specified and agreed in the Artist's TECHNICAL RIDER. The TECHNICAL RIDER shall be subject for short-term modifications by the Artist and/or by the AGENT. Nonetheless the Promoter herewith guarantees to comply with such new provisions of the TECHNICAL RIDER. The TECHNICAL RIDER shall be considered as an integral part of this agreement; unless otherwise agreed to in the deal memo or confirmation email.
 - b) to provide the Artist with a PA- and light system as specified and agreed in the Artist's TECHNICAL RIDER; unless otherwise agreed to in the deal memo or confirmation email.
 - c) to provide the Artist with backline as specified and agreed in the Artist's TECHNICAL RIDER. The backline should be made available for the sole use of Artist only; unless otherwise agreed to in the deal memo or confirmation email.
 - d) to provide the Artist with ample parking spaces and electricity (1 x 32A per nightliner) for the agreed number of touring vehicles (with a trailer) close to the stage door. If no parking is provided or power fails, then the Promoter needs to pay €100 per bus; unless otherwise agreed to in the deal memo or confirmation email.
 - e) to pay, arrange and provide for the Artist's catering and hospitality according to the Artist's HOSPITALITY/ CATERING RIDER; unless otherwise agreed to in the deal memo or confirmation email.
 - f) to notify the authorities of the concert and to apply for the permissions that are required. The Promoter shall be obliged to notify the collecting societies of the concert and to submit the respective forms. All costs and fees resulting from this obligation shall be paid by the Promoter;
 - g) to pay, arrange and provide the visa/work permits (if required); unless otherwise agreed to in the deal memo or confirmation email.
 - h) obliged to guarantee the security and safety of the Artist, his auxiliary personal, his instruments and equipment, his costumes and personal property before, during and after his performance. Particular security shall be provided to the areas of the stage and the dressing room, as well as all entrances and exits to them and to the auditorium. Promoter is obliged to provide crash barriers in front of the stage and around the front of house; unless otherwise agreed to in the deal memo or confirmation email. In case of any damage or theft of the Artist's property the Promoter shall be obliged to pay all direct and/or indirect damages, including collateral and consequential damages and losses suffered by the Artist;
 - i) to not announce the show before the agreed announcement date specified in section (2) of the concert performance agreement and before agent has received the orderly and correctly signed Agreement in duplicate (ii) and before promoter has paid all amounts (e.g. agreed payments and/or deposits) due to be confirmed in writing (e-mail sufficient) by AGENT.
 - j) to promote the show properly on its own costs. All promotional items shall be approved by the Artist before being printed or published/released. The Promoter's obligation to promote the show/contractual engagement shall especially include the Promoter's obligation to place advertisements in the relevant magazines and/or other relevant print media, to place advertisements on Facebook and other social networks, to place banner advertisements in all relevant online platforms (including flyers, hand outs, posters, newsletters etc.). The Promoter shall therefore be entitled to non-exclusively use and/or authorize the use of the name, professional name, prior written approved likenesses, prior written photographs, prior written approved images, symbols/logos of the Artist and/or prior written approved biographical material of the Artist limited to the purposes of advertising and promotion in connection with the engagement under this Agreement. Any and all of Promoter's advertising and promotion activities shall be prior written approved by the respective Artist;
 - k) to provide the Artist with a well-lit good position with enough table(s) to sell merchandise products (including DVDs, CD, Vinyl etc.). No third party merchandise may be sold at the venue, unless prior written approved by the Artist; The Promoter shall not be entitled to any merchandise commission; unless otherwise agreed to in the deal memo or confirmation email.

- l) to provide and to pay for each of / the Artists one dressing room within close proximity and direct access to the stage, which may be exclusively used by each Artist. This dressing room shall be properly equipped with hot and cold water, electricity, Wireless LAN, mirrors, tables and seats and shall have easy access to toilet facilities; unless otherwise agreed to in the deal memo or confirmation email.
 - m) to provide and to pay for one production office within close proximity to the dressing rooms, which may be exclusively used by the tourmanagers and touraccountants. The production offices shall be properly equipped with hot and cold water, electricity, wireless lan, mirrors, tables and seats; unless otherwise agreed to in the deal memo or confirmation email.
 - n) to provide and pay for skilled technical staff, who shall be present from the Artist's arrival until load out is finished and the Artist's tour manager checks them out; unless otherwise agreed to in the deal memo or confirmation email.
- 2) The term "NET INCOME" in the meaning of this agreement shall be defined as all gross income to which the Promoter is entitled to via ticket sales (including all ticket pre-sales and box office ticket sales) in connection with the contractual Show of Artist less VAT (if applicable) and/or other taxes occurring in connection with the ticket sale (if applicable). Promoter shall be obliged to supply AGENT with all necessary accounting details and documents (including the final invoice, the final ticket pre-sales figures provided by the relevant ticket office as well as the final sales-figures of the box-office), which proof the NET INCOME.
 - 3) The term "BREAK EVEN" in the meaning of this agreement shall be defined as and limited to all direct related costs paid by Promoter to stage this show according to the agreed terms in section (2) of the concert performance agreement. The cost break down (including any and all documents, especially the corresponding invoices and receipts) shall be provided prior to Artist's performance under this agreement to the Artist's tourmanager and/or any other third party so designated by Artist or AGENT. Costs which cannot be proved by providing the respective invoice(s) and/or receipt(s) together with the cost breakdown shall not be deductible.
 - 4) The term "LOCAL COSTS/EXPENSES" in the meaning of this agreement shall be defined as and limited to all direct related costs which have to be paid by Promoter in connection with the staging of the Show. The cost break down (including any and all documents, especially the corresponding invoices and receipts) shall be provided prior to Artist's performance under this agreement to the Artist's tourmanager and/or any other third party so designated by Artist or AGENT. Costs which cannot be proved by providing the respective invoice(s) and/or receipt(s) together with the cost breakdown shall not be deductible.
 - 5) Unless otherwise agreed, the promoter shall be obliged to account at the venue the Backend Deal Income as agreed in abstract (2) above. In specific the Promoter shall at first be obliged to account with the tour-manager or any other instructed third party on behalf of the Artist at the venue any and all remunerations resulting from ticket pre-sales upon arrival of Artist at the venue.
 - a) Immediately after closing of the box-office but in any event before the Artist and/or the last Artist (e.g. Headliner) enters the stage, any box-office income shall be accounted and settled according to the deal memo or confirmation email.

If the Promoter fails to account and pay out the contractual remuneration as agreed in this agreement, the Artist shall not be obliged to perform the Show. In such case Promoter herewith waives any and all rights.
 - 6) In the event that the AGENT's contractual remuneration is not solely based on a flat fee payment the AGENT shall have the right to appoint a certified public accountant to examine Promoter's contractual accounting documents/ accounting books at Promoter's place of business. Such examination shall be made at AGENT's sole expense. If the examination results in an underpayment of more than 5% of the amounts otherwise due to AGENT, Promoter shall then reimburse AGENT'S reasonable and proven costs of the respective audit (excluding travel and accommodation costs). The amount of the underpayment so confirmed by Promoter or confirmed by declaratory judgment shall be accounted and paid to AGENT plus defaulted interest.
 - 7) The Promoter is familiar with the Artist's style and the manner of his presentation and performance. The Artist shall not be subject to the Promoter's instructions concerning the arrangement and performance of his program/show/concert. The Artist shall bear sole responsibility for the arrangement and direction of his presentation. The Artist shall be bound only to the terms and conditions agreed upon on the basis of this agreement.
 - 8) All payments under this agreement shall be independent of the Artist's success with the public for his performance.
 - 9) In case the Artist does not make an appearance due to reasons for which the Promoter and/or any other representative, employee, assistant, (vicarious) agent of the Promoter shall be held responsible for, the Promoter shall nevertheless be obliged to pay the Artist the agreed fee plus expenses for accommodation (Hotel and catering) as well as any further out of pocket expenses in connection with performances under this agreement. Artist's and AGENT's further rights shall remain unaffected.

- 10) In the event that the Show may be cancelled due to reasons (excluding cancellation due to Force Majeure Events as defined below) through no fault of the Artist and/or AGENT at any time after the engagement in question has been agreed and contracted the AGENT shall not be obliged to fulfill the contractual obligations in connection with the cancelled show/engagement. Nonetheless the Promoter shall be obliged to pay to AGENT the amount of money as agreed in abstract (2) above. Additionally AGENT shall be entitled to a general compensation of damages limited to all costs, losses and out of pocket expenses due pursuant to the contract incurred by the AGENT or by the Artist in connection with the Show by this contract. AGENT's further rights and claims in connection with an engagement being cancelled by Promoter through no fault of the Artist/AGENT shall remain unaffected.
- 11) In case the Artist is hindered due to illness, this fact shall be immediately reported to the Promoter and verified by means of a medical certificate. If the contractual Show is a so-called "Single Artist Show" the Artist's obligation to make an appearance shall become void in this case. Any cancellation (place, time, and wording) of the Show shall be subject to AGENT's prior written approval. A cancellation in such case without AGENT's prior written (E-mail sufficient) approval is not valid and Promoter shall be obliged to pay a contractual penalty in the amount of the agreed FLAT FEE and other contractual remunerations including any additional expenses resulting from the cancellation such as the costs for catering, hotels and transport. AGENT shall be obliged to pay back any payments received under this agreement, with exception to non-refundable expenses. The Promoter herewith waives any further rights and claims hereto.
- 12) Neither Party shall be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.
- "Force Majeure Event" means the occurrence of:
- a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
 - b) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Promoter or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
 - c) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year during the twenty (20) years prior to the Effective Date;
 - d) tempest, earthquake or any other natural disaster of overwhelming proportions;
 - e) discontinuation of electricity supply, not covered by the agreement concluded with the utility company; or
 - f) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.
- As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement. Nonetheless and by way of derogating the foregoing the Parties herewith mutually agree that the Promoter shall be still obliged to pay to ARTIST the agreed fee, if the Show, which has been cancelled due to Force Majeure Events (as defined above), is a Festival-Show and such Festival has not been cancelled in total due to these Force Majeure Events.
- 13) In case of any dangerous weather conditions, actual or threatening riots or civil disorder, which in the Artist's opinion may result in danger or injury to the Artist or his staff or in damage to the Artist's equipment as well as in case of any circumstances which may cause danger to any persons, including but not limited to faulty, insufficient or any other dangerous conditions, the Artist reserves the right to decline to perform or shorten his/her performance without any impact and/or consequence on the Promoter's obligation to pay the full agreed fee(s) and remunerations as specified in clause (3) above.

- 14) The Promoter is obliged to ensure that neither the Promoter nor any third parties shall record the Artist's performance on sound or image carriers either by audio-visual means (e.g. DVD, video, film, sound) or by means of any other recording system without the Artist's written consent.
- 15) The Agreement is solely governed by and construed in accordance with the laws and procedures of the country of performance and the provisions of the UN Sales Convention.
- 16) No variations of any of the terms or conditions hereof (including the written form requirement set forth in this clause) and any additions may be made unless such variation and/or addition is agreed in writing and signed by both parties hereto.
- 17) If any provision of the Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby. The Parties hereto shall negotiate in good faith to replace any invalid, illegal, unenforceable or incomplete provision with a valid provision, the effect of which comes as close as possible to that of the intention of the Parties hereto.
- 18) The parties herewith represent, warrant and undertake that they have the full right and authority to enter into this Agreement.

Read and agreed:

Place, date: STRAKONICE 2.2.2024

MĚSTSKÉ KULTURNÍ STŘEDISKO
Mírová 831, 386 01 Strakonice
tel.: +420 383 611 537
program@meks-sl.cz

The Promoter IC: 00367869

Place, date: TALINN 20/3/24



The AGENT on behalf of the Artist
David Caracandas

SKILTRON

HOSPITALITY RIDER

Contact EMILIO SOUTO skiltron@gmail.com / Mobile: +358 413180747

-Accommodation (if agreed):

We need accommodation for 5 people (2 double rooms and 1 single room), preferable within walking distance to the venue and with breakfast included.

-Catering:

At arrival and after the show:

- *Assorted fruits, nuts, snacks.
- *Nonfat Milk, natural yoghurt, quark, musli, corn flakes.
- *Coffee and tea facilities.
- *Still Water, soft drinks, Gatorade (red).

Dinner (at least 2 hours before the show or after the show if we play an early slot):

5 hot meals - Healthy food no fast food- Soft drinks and water.

+If the dressing room is shared, please put a "Don't smoke" sign.

+We will also need 12 small bottles of still water and 5 small towels on stage.

-Local crew:

We will require FOH, monitor and light engineer to be provided by the promoter/venue.

-Merchandising:

Please provide a good place, with table, chair and good light. Sometimes we need a person to sell the merchandising who will receive a percentage of the sales. We will confirm this in advance.

DRUM REQUIREMENTS:
(2x3mts riser / 60cm high)

Tama or Pearl preferred

- 2x 22" bass drum
- 14" snare
- 10" tom
- 12" tom
- 14" or 16" floor tom

Cymbals Meinl or Zildjian preferred

- 1x Ride 20"
- 1x Hi-hat 14"
- 1x Hi-hat 13"
- 1x Crash 17"
- 1x Crash 18"
- 1x China 18"

- 4 cymbal stands (boom stands preferrably)
- Stands & legs for toms (if mounted separately)
 - Hi-hat stand
 - Stand for snare
 - Drum throne
 - Drum carpet

IMPUL LIST

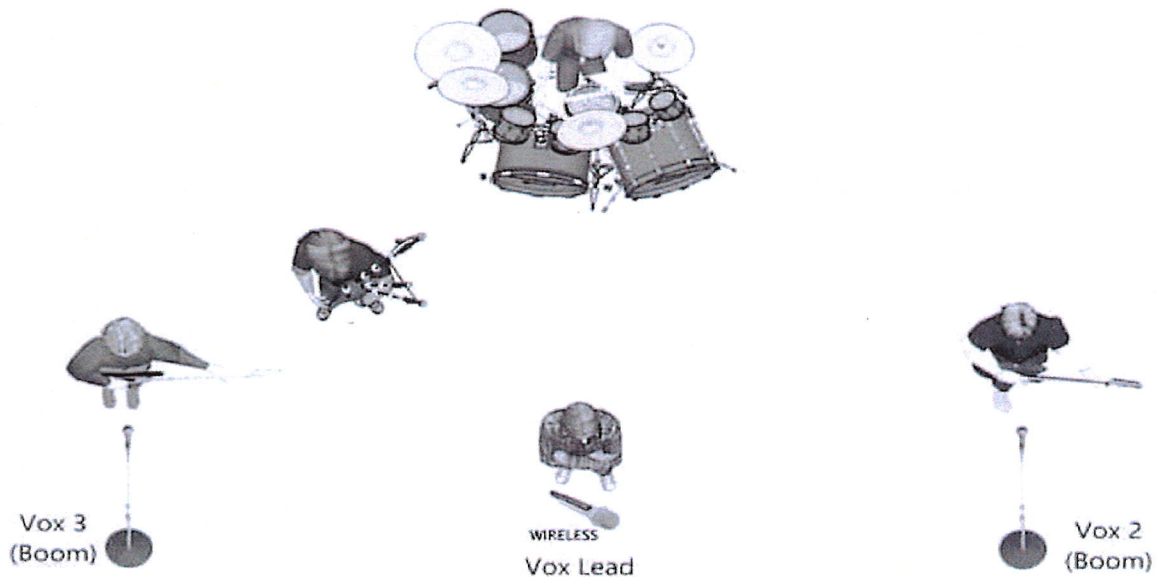
CHANNEL	IMPUL	MIC / LINE
1	Kick	AKG D112
2	Snare Top	Shure 57
3	Snare Bottom	Shure 57
4	Tom 1	Shure 57
5	Tom 2	Shure 57
6	Floor Tom	Shure 57
7	Hi-Hat 1	Shure 81
8	Hi-Hat 2	Shure 81
9	Ride	Shure 81
10	OH 1	Shure 81
11	OH 2	Shure 81
12	Trigger	DI Box (own)
13	Click	DI Box (own)
14	Bass Line	DI Box
15	Guitar Line	DI Box
16	Backing Tracks R	DI Box (own)
17	Backing Tracks L	DI Box (own)
18	Bagpipes	Wireless (own)
19	Flute	Shure 58
20	Vox Lead	Wireless
21	Vox 2	Shure 58
22	Vox 3	Shure 58

SKILTRON

TECHNICAL RIDER

Contact EMILIO SOUTO: skiltron@gmail.com / Mobile: +358 4131 80747

STAGE PLOT



1 DI box for guitar line.

1 DI box for bass line.

MONITORS MIX:

MIX 1: (Vocals in ear): **VOX LEAD+++** / Backing tracks++ / Guitar++ / Drums++ / Bass+ / Bagpipes+

MIX 2: (Guitar in ear): **GUITAR+++** / **VOX 2+++** / **Click+++** / Backing tracks++ / Kick&snare++ / Bass+

MIX 3: (Bass in ear): **BASS+++** / **VOX 3+++** / **Click+++** / Backing tracks++ / Kick&snare++ / Guitar+

MIX 4: (Bagpipes in Ear): **BAGPIPES+++** / **FLUTE+++** / **Click+++** / Kick&snare++ / Backing tracks++