

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:

Firelight Trio

Represented by Mr. **Phil Alexander**, located in 30 Lutton Place, Edinburgh, Great Britain; birth date: 17/04/1971

The Artist declares that he is not a payer of value added tax (VAT).

The Artist is tax domiciled in Great Britain.

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

1. The Artist, composed of n. 3 persons (3 musician) on the road, agrees to appear as known for n. 1 concert held on **August 1, 2024** and 1 participation in Folk Holidays Orchestra with concert on **August 3, 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 **£3000** including international travel cost, net of any taxes. The Promoter grants the Artist an artists's fee corresponding to the total amount **£1800 reduced by actual international travel cost** net of any taxes. For the booking fee, The Promoter grants the Artist the total amount **£1200** 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 1st August, 2024) and back to Prague airport on day of departure (4th August, 2024).
5. The Promoter will arrange, in addition, catering and accommodation for 3 people in hotel: 1 single room and 1 double room for 3 nights (August 1, 2 and 3, 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 10 days after the Promoter will receive a bill with transport costs from the Artist.
- payment of **£3000 reduced by actual international travel cost** will be paid to the Artist no later than August 1, 2024.

Bank details:

Name of Bank: The Cooperative Bank

Bank address: 1, Balloon Street, Manchester, M60 4EP

Account holder: Mr P Alexander

IBAN: GB22 CPBK 0890 3301 4103 98

SWIFT/BIC: CPBK GB 22

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. 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 April 15, 2024.
11. 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.

In: Náměstí nad Oslavou

In: Edinburgh, Scotland

Date:

Date: 07/04/2024

The Promoter: Luděk Strašák

The Artist: Phil Alexander



PHILIP ALEXANDER

(Stamp and readable signature)

(Stamp and readable signature)