



CONCERT PERFORMANCE AGREEMENT

Contract number: 15042022-FEFF

Contract date: 12 April 2022

Entered by and between

Promoter: Městské kulturní středisko Strakonice, Mírová 831, CZ-386 01 Strakonice
IDt. Nr. 00367869, VAT Nr. CZ00367869,
Represented by CEO, Mr. Frantisek Christelbauer, Director
Contact person: Mr. Ladislav Randa, ladislav.randa@meks-st.cz

(hereinafter referred to as "Promoter")

and

Artist: Metsatöll (hereinafter referred to as "Artist")
Kiti Kibus, Muldonn ja Viisud OÜ, Estonia 10912,
Harjumaa, Tallinn, Pärja 27
VAT-ID: EE101196606

(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: 23.08.2024
Venue/Festival: International Bagpipe Festival

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Venue Address: CZ-386 01 Strakonice, Czech Republic
Venue Capacity: 3000 PAX
Billing Status: Metsatöll
Time of Performance: 10:45 PM
Soundcheck Time: 15:00
Doors: Festival
Curfew:

PRODUCT & SERVICE ITEMS		
Description	VAT	Amount
Production costs	0%	3,500.00 EUR
Total VAT excluded		3,500.00 EUR
Total amount		3,500.00 EUR

DEAL			
Guarantee Fee:	3500 EUR		
Additional Fee Info:			
Backend Deal:	No		
Backend Deal %:	No		
Backend Deal payment:			
Break Even Point:			
Gross-Ticketprices:		Net-Ticketprices:	

TERMS OF PAYMENT			
deposit a):	3500 EUR	To be paid in the week after the guest appearance after receipt of invoice.	by bank transfer



MISCELLANEOUS PROVISIONS	
Taxes and Deductions:	The fee is net of taxes and free of any deductions
Exclusivity:	No exclusivity agreed
Hotel/Accommodation:	Hotel provided by promoter (7-8 persons)
Backline:	Band has their own backliner
Tour Vehicles:	No
PA/Lights/Stage:	to be provided by promoter according to artist-rider
Catering:	to be provided by promoter according to artist-rider (7-8 persons)
Provided Staff by Promoter:	1 soundengineer, 1 lightengineer, 1 English speaking local representative, stagehands
Shuttles/Transport:	Provided by promoter (airport/hotel/festival)
Flight Agreement:	No flights provided by promoter.
Announcement:	ASAP
Guestlist:	No entrance fee
Amount of People (X):	X
Merchandise Agreement:	Agreed separately

Read and agreed:

Place, date: 24. 2024

Place, date: 17.04.2024, RAPEA, ESTONIA

MĚSTSKÉ KULTURNÍ STŘEDISKO
Mírová 831, 386 01 Strakonice
tel.: +420 383 311 537
program@meks-st.cz
IČ: 00 367 869

Kibus

The Promoter

The AGENT on behalf of the Artist

František Christelbauer

Kiti Kibus

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(please initialize)



ANNEX 1

TO THE AGREEMENT BETWEEN PROMOTER AND AGENT DATED:.....2024

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;
 - b) to provide the Artist with a PA- and light system as specified and agreed in the Artist's TECHNICAL RIDER.
 - 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.
 - d) to pay, arrange and provide for the Artist's catering and hospitality according to the Artist's HOSPITALITY/ CATERING RIDER;
 - e) 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;
 - f) to pay, arrange and provide the visa/work permits (if required);
 - g) 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. 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;
 - h) 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.
 - i) 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;
 - j) The Promoter shall not be entitled to any merchandise commission unless prior written (e-mail sufficient) agreed;
 - k) to provide for the Artists one dressing room within close proximity and direct access to the stage, which may be exclusively used by 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;
 - l) 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.

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- 2) 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.
- 3) All payments under this agreement shall be independent of the Artist's success with the public for his performance.
- 4) 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.
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 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.
- 5) 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. The Promoter herewith waives any further rights and claims hereto.
- 6) 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

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- 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.
- 7) 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.
 - 8) 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.
 - 9) Unless otherwise agreed, all Payments under this agreement shall in no event be subject to taxes (especially withholding tax), social security, fees and charges (including but not limited to any incidental transfer and transaction costs (especially bank service charges and conversion charges)). All pertinent taxes, the social security, fees and charges (including but not limited to any incidental transfer and transaction costs (especially bank service charges and conversion charges)) shall be solely (additionally) paid by the Promoter on top of the agreed fees/amounts/payments/remunerations and shall therefore in no event be deducted from the agreed fees/amounts/payments/remunerations. Any received payments under this Agreement are non-refundable.
 - 10) The Agreement is solely governed by and construed in accordance with the laws and procedures of Estonia, to the exclusion of the conflict of law rules of Estonian international private law and the provisions of the UN Sales Convention.
 - 11) The exclusive place of jurisdiction shall be the competent court in the city of Tallinn.
 - 12) 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.
 - 13) 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.
 - 14) 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: 2.4.2024 STRAKONICE
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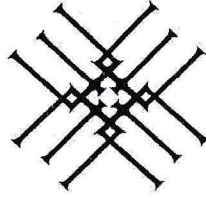
Place, date: 17.04.2024, RAPLA, ESTONIA

The Promoter

František Christelbauer

The AGENT on behalf of the Artist

Kiti Kibus



Metsatöll

BACKSTAGE RIDER (page 1 of 2) HOSPITALITY / CATERING

To make Metsatöll's show go smoothly, we expect the organizers' hospitality and care about everything that happens backstage, as well. If some of the below is unclear or if there are reasons why some of these simple things cannot be provided for our crew, we ask you to let us know about it at least one week before the show!

1. HOSPITALITY

The dressing room must be:

- 1.1. Clean
- 1.2. Close to the stage
- 1.3. As warm as the stage (so that the traditional instruments stay in tune during the show)
- 1.4. With a proper floor, if a tent is used as the dressing room in outdoor events
- 1.5. Accessible to Metsatöll's crew during the whole day of the show (unless agreed otherwise).
- 1.6. Guarded by the local security

The dressing room must have:

- 1.7. A larger table
- 1.8. A small table for the acoustic instruments
- 1.9. A possibility for hanging clothes on coat hooks or hangers
- 1.10. A mirror
- 1.11. A trash can
- 1.12. Chairs or couches for at least six people
- 1.13. At least 5 (five) standard (euro) outlets.
- 1.14. Sufficient light

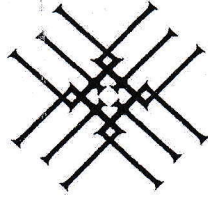
The band and the crew must have the possibility to:

- 1.15. Take a shower close to the dressing room
- 1.16. Wash their hands with warm water close to the dressing room
- 1.17. Use a toilet that is no farther from the dressing room than 20 (twenty) metres and access to it that does not require going through security or pass the people who have come to see the show.

2. CATERING

2.1. Drinks:

- 2.1.1. Table water, still, 0,5 litre bottles – 24 (twenty four) pcs.
- 2.1.2. Mineral water, carbonised 0,5 litre bottles – 24 (twenty four) pcs.
- 2.1.3. Good light beer 0,5 litre bottles – 24 (twenty four) pcs.
- 2.1.4. Good dark beer 0,5 litre bottles – 12 (twelve) pcs.
- 2.1.5. Good alcohol free beer 0,5 litre bottles 12 (twelve) pcs.
- 2.1.6. "Pepsi", "Öko Cola" (or some other cola drink, but not "Coca Cola") 0,5 litre bottles – 6 (six) pcs.
- 2.1.7. A selection of carbonised sodas (but not „Fanta“ or „Sprite“)
- 2.1.8. "Coca Cola" (for our crew) 0,5 litre bottles – 6 (six) bottles.
- 2.1.9. Good red wine 0,75 litre bottle – 1 (one) pc.
- 2.1.10. "Jägermeister" or "Jack Daniels" 1 litre bottle – 1 (one) pc.
- 2.1.11. Cognac (can also be brandy), no younger than 5 years – 1 bottle.
- 2.1.12. Good juice, freely chosen, to go with the food.
- 2.1.13. Good medium roast coffee (not instant coffee nor cafferine-free, desirably with a "FairTrade" certification), fresh, in thermos. Coffee should not run out in the dressing room.
- 2.1.14. Coffee cream or milk (not based on plat fats, nor powdered)
- 2.1.15. 12 cans of "Red Bull" energy drink.



Metsatöll

BACKSTAGE RIDER (page 2 of 2)
HOSPITALITY / CATERING

- 2.1.16. A selection of tea, and hot water
- 2.1.17. Honey for the tea (not mixed with treacle, but real honey)

2.2. Food:

There are no vegetarians or allergic people in the Metsatöll crew. Provided food can be anything that is healthy, good and fresh. We always prefer organic food from local farms that are free of preservatives and food dyes. There should definitely be a possibility for dining at least 1 (one) hour before the show. If we must purchase our own steak, we ask to be notified of this at least 1 (one) week before the show.

Upon Get-in:

- 2.2.1. Sandwiches for six people (wholemeal bread, ciabatta, cream cheese, ham, mozzarella, green salad, tomato) or a selection of different ingredients for making sandwiches on the spot.
- 2.2.2. Fresh fruit, freely chosen
- 2.2.3. Chocolate, freely chosen
- 2.2.4. Potato or corn chips, freely chosen
- 2.2.5. 6 (six) small cans of yoghurt (natural, without synthetic additives and food dyes)
- 2.2.6. Enough cutlery, spoons, coffee mugs, drinking cups, napkins (we prefer reusable washable utensils – let's preserve nature!)

At least 1 (one) hour before showtime:

- 2.2.7. 6 (six) healthy and good steaks with salad and meat. May also be chicken or fish. (No pizza, hamburgers or french fries).

After the show:

- 2.2.8. Sandwiches for six people (wholemeal bread, ciabatta, cream cheese, ham, mozzarella, green salad, tomato) or a selection of different ingredients for making sandwiches on the spot.

3. Accessories:

- 3.1. A4 white paper – 10 (ten) sheets (we prefer recycled paper).
- 3.2. 1 (one) roll of black water-proof Gaffer tape
- 3.3. 8 (eight) large cotton towels
- 3.4. 4 (four) small cotton towels
- 3.5. 4 black thin water-proof marker pens.