



BOOKING AGREEMENT EBB MUSIC

Contract: ECHT!.

EBB251156

June 17, 2025

Agent (acting on behalf of the Artist)

Artist representative: EBB Music
Jeroen Van den Bogert
Van Hallstraat 52
1051 HH Amsterdam

Promoter:

Kulturní středisko města Ústí nad Labem, p.o.
Jan Kvasnička
Velká hradební 619/33
400 01 Ústí nad Labem-centrum
[REDACTED]

A Contract with effective date June 17, 2025 between the Promoter and the Artist, for the purpose of this Contract duly represented by the Agent, witnessed that the Promoter hereby accepts the engagement to present the Artist ECHT! and the Artist accepts the engagement to appear as known at the Venue, from the date and time for the period and the Gross Fee stated in the Schedule hereto, both agreeing to be bound by the additional clauses set out below and the attached general booking terms and conditions which form an integral part of this Contract.

Event Details

November 8, 2025
Jazz XXIX - Usti Nad Labem (CR)
Národní dům

Artist

ECHT!

Set duration: 60 minutes (can also be 75 minutes if needed)

Performance/show: Národní dům, Ústí nad Labem, Czechia

Gross Fee

Artist fee: € 2,000.00 ex. VAT (if applicable)
Booking fee: € 300.00 ex. VAT (if applicable)

Additional agreements:

Hotel : 1 night, 3 twin rooms

+ catering/rider + pa/lights (according to rider)



ADDITIONAL CLAUSES

1) CONTRACT

In the event that this Contract is not signed and returned by the Promoter **within 72 hours** of issue and with no written objection being made, the terms verbally agreed and set out in this Contract shall constitute a binding agreement. Should the Promoter wish to make any alterations thereafter, it must have the prior written consent of the Agent before alterations become validated and provided that such alterations have been made in writing.

2) PAYMENT SCHEDULE

The Promoter agrees to pay **€ 1,000.00 + Booking Fee €300.00 by direct transfer into the bank account dictated**(see CLAUSE 3) **by October 7, 2025** along with return of the signed Contract.

The Promoter agrees to pay **€ 1,000.00 by direct transfer into the bank account dictated** (see CLAUSE 3) **by November 8, 2025**.

All fees are subject to VAT (if applicable).

All direct transfer payments will be paid without any deduction of any bank charges such that the Gross Fee received on the Agent's bank account is 100% of the Gross Fee required. NO CASH TO BE GIVEN ON-SITE UNLESS REQUIRED TO.

3) DEPOSIT (EURO)

Account Name: EBB Music BV

Bank: SNS bank, P.O.Box 10015, 3505 AA Utrecht, The Netherlands

IBAN/account number: NL42 SNSB 8839 0990 85 BIC/SWIFT: SNSBNL2A

4) ENGAGEMENT DETAILS

The Promoter agrees to supply Agent and the Artist with an itinerary for this engagement at least one month prior to the first performance/show date. The information is to include full details of venue/festival address (including maps), telephone & fax numbers (to include production contacts and specs.), time schedule, full line-up, all local contact names, security, hotel details, and any further information that is relevant to this engagement/s.

5) RUNNING ORDER

It is agreed and understood that all performance/show times and running orders are subject to mutual agreement in writing (email will suffice) between the Promoter and the Artist (via the Agent) at least one month prior to the Event.

6) BILLING

All billing must read ECHT! – there are to be absolutely no alterations to this. If club performance/show, there are to be no other acts on the billing without prior written consent of the Agent. If a festival performance/show, the Promoter will provide a full line-up and billing 90 days prior to engagement of the Artist.

7) ADVERTISING

The Promoter will not commit the Artist to any personal appearances, interviews or another type of promotion or appearance without prior approval of the Agent in writing (email will suffice). The Promoter agrees to forward copies of all proposed promotional material for the prior approval of the Agent in writing (email will suffice) prior to first and final making available to the public. The Promoter also accepts that if any poster material is provided by the Artist, it is of unique and important to the Artist and that it has been supplied on a non-cost basis (excluding shipping costs). These must be prominently displayed in the city or location where the engagement



hereunder will take place, for at least three weeks prior to, and will remain prominently displayed up to and including the day of engagement of the Artist.

8) UNAUTHORISED RECORDINGS/FILMINGS

It is agreed and understood that in no instance whatsoever will the Promoter allow, either directly or indirectly, the filming, recording and/or broadcasting of any type, now known or hereafter devised (including but not limited to internet, by satellite, ISDN, television, film, photography, radio, video, tape, mobile), of the performance/show of the Artist at the Event location hereunder. Any rights requested are subject to separate financial terms and prior written agreement with Agent, Record Label and/or Management of the Artist.

9) MERCHANDISING

The Artist shall have the sole and exclusive right, but not the obligation, to sell souvenirs and merchandise products in connection with and at the performance/show of the Artist hereunder and the receipts derived therefrom shall belong exclusively and in full to the Artist (via the Agent). The Promoter will obtain any clearance or approval necessary from the venue or festival management or other party in this respect, prior to the performance/show of the Artist. The Promoter agrees that no other program, souvenirs, merchandise products, photographs, videos and/or recordings shall be sold or distributed in connection with the performance/show of the Artist hereunder without the prior written (email will suffice) approval of Agent. Any deductions by way of venue commission on such merchandise income must be agreed upon with the Agent in writing (email will suffice) prior to signing this Contract.

10) SPONSORSHIP

Commercial sponsorship of the Event is permissible but no direct relationship can be agreed to between event sponsors and the Artist without written (email will suffice) approval of the Agent, provided that the Agent shall be entitled to negotiate specific (additional) terms and conditions on behalf of the Artist.

11) RIDER, TECHNICAL, BACKLINE REQUIREMENTS

The Promoter agrees to provide ALL requested within the Artist's Rider (**Attachment 1**), technical, backline specifications and hospitality at their own expense. If items/specifications requested in technical sound, lighting and backline specs. are unavailable, the Promoter agrees to offer a suitable equivalent which must be agreed upon with the Artist (via the Agent) one month prior to the first performance/show. As with this Agreement, the Promoter agrees to sign and return the Rider on the same date stated in Clause 2. Promoter will provide hot meals for band and Artist's Crew at each tour venue except where the tour venue has no facility to provide backstage catering. If catering is not available, the Promoter agrees to pay for a buy-out of € 30,00 (or equivalent currency value in the country of engagement) per person in the Artist's Crew.

12) PERMITS, LICENCES, CERTIFICATES

The Promoter shall provide and obtain at its sole cost all licences, permits, waivers, letters of invitation, authorizations or other approvals required to stage the Event and execute the performance/show. If the Promoter requires specific details such as passport photocopies, passport details etc. in order to fulfil this requirement, it will inform the Agent 60 days prior to the Event.

13) TRAVEL

13.1 If applicable the Promoter shall provide at no cost to the Artist and Crew all international airfares and local transport from arrival at destination to departure and will incur any overweight charges suffered in bringing their instruments. All itineraries regarding flight times and ground transport pick-up times must be forwarded to the Agent for approval at least 60 days in advance. The Promoter shall pay any and all costs arising from or related to applying for the visa for the country of the performance/show (or to get to the



performance/show) and shall reimburse the Artist for all these costs and levies.

13.2) If paying flight costs, Promoter will pay actual cost of equipment freight by Artist's freight agent or overweight as charged by the airlines.

14) CANCELLATION

14.1) In the event of the performance/show of the Artist being cancelled by the Promoter any later than sixty (60) days prior to the performance/show date, the Promoter agrees to pay 100% of the agreed Gross Fee (including booking fee) to Agent, on behalf of the Artist.

14.2) In the event of the performance/show of the Artist being cancelled by the Promoter between the date of confirmation of this booking (effective date in the Contract) up until sixty (60) days prior to the performance/show date, the Promoter agrees to pay 100% of expenses made by the Artist (via the Agency) and 50% of the agreed Gross Fee to Agent, on behalf of the Artist.

14.3) In the event of a performance/show of the Artist not being able to take place either due to illness of one of the performing artists, an order or restriction from authorities, a Force Majeure event and/or due to other unforeseen circumstances, both contracting Parties are obliged to consider the Contract null and void.

14.4) The Agent is obliged to inform the Promoter immediately in the event of illness of one of the performing artists, and/or any Force Majeure event and/or other unforeseen circumstances resulting in the cancellation or postponement of the agreed performance/show of the Artist agreed.

14.5) The Promoter shall be entitled to engage a company insurance doctor to carry out health checks with the Artist in event of a performance being cancelled or postponed due to said illness. In the event such health check indicates that an unlawful appeal has been made by the Artist, the Artist will lose his/her right of appeal by way of Force Majeure event in such case, as stipulated below in clause 3.

15) ROYALTIES/COPYRIGHTS/NEIGHBOURING RIGHTS

The Promoter will report the performance/show of the Artist and the playlist or setlist related thereto to the relevant collecting societies for both copyrights (e.g. PRS, Buma) and neighboring rights (e.g. PPL, SENA) and will have the necessary forms available on the day/s of engagement for completion by the Agent on behalf of the Artist. The Promoter shall be solely responsible and liable for providing such information and the payment of license fees for the performance/show, use and exploitation of musical works, master recordings and performances embodied therein during the Event.

16) DECLINE TO PERFORM

16.1) The Artist reserves the right to decline to perform without prejudice to the full agreed fee in the event of any reason beyond the control of the Artist including but not limited to strike, lock out, war, fire, serious damage or dangerous weather conditions, pandemic, epidemic, riot, civil commotion, national calamity, any acts of God, Order of the Local/National Government or Local Licensing or Health Authority, actual or threatened riots, threat or civil disorder which in the opinion of the Artist may result in damage to the Artist's instruments, equipment or danger or injury to the Artist, any of the Artist's Crew, or any circumstances which may cause danger to any persons, including but not limited to rain penetration or any other dangerous condition.

16.2) In the event that the Promoter fails to fulfil all obligations pursuant to this Contract or fails to notify in writing any changes to the Artist (via the Agent), the Artist reserves the right to decline to perform but shall nevertheless be entitled to receive payment of the Gross Fee in full.

16.3) The Promoter further agrees that if the Artist's performance/show is frustrated, disturbed, shortened or brought to an end for any reason beyond the control of the Artist it must be clearly understood that this in no way affects the Gross Fee payable to the Artist hereunder. The Promoter shall take care and shall maintain adequate insurance against such circumstances, provided that the



Promoter shall be at all times liable to pay the Gross Fee even if such insurance doesn't cover the relevant amount(s).

17) DAMAGES & INSURANCE

17.1) The Promoter will hold harmless and indemnify the Artist from any risk whatsoever related to the engagement and performance/show hereunder. ~~The Promoter agrees to provide and maintain comprehensive general liability insurance to include public liability insurance (including without limitation, coverage to protect against any and all injury to persons as a consequence of the installation and/or operation of the equipment and instruments provided by or on behalf of the Artist and/or his/her Crew (including employees, contractors and agents). Promoter's liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than one (1) million Euros.~~

17.2) In the event of dispute or cancellation due to the action or inaction of either the Promoter or the Artist, both Parties acknowledge that their sole point of redress shall be against each other and that in no way shall the Agent be held liable or responsible in such matters.

18) ACCESS AND RESTRICTIONS

There shall be adequate parking space reserved for the Artist and Crew.

18.1) It is agreed that after the Artist has set his/her backline, lighting and special effects equipment, no equipment must be moved or re-focused. All equipment can be draped and any equipment placed on roll-on roll-off risers can be removed from the stage area on the risers. Equipment placed on roll-on roll-off risers must not be removed.

The Promoter will provide a responsible person to ensure liaison between acts performing at the Event. Settlement shall be sent to the artist agent @EBB music within 2 workdays after the show.

20) SECURITY

20.1) The Artist's Tour Manager must be provided with laminates by the Promoter for all of the Artist's Crew. The Promoter agrees to make all personnel aware that these laminates will guarantee access to all areas. The Promoter will provide the Artist and Crew with adequate security guards for the protection of the Artist, Crew, equipment, instruments and belongings. Any special requirements of the Artist shall be notified in advance in writing (email will suffice) and agreed with the Promoter.

20.2) Artist's Tour Manager retains the right to demand substitution at its sole discretion of any security guards who are not capable of performing their duties. Any security guard who uses excess violence (or threats to do so) in pursuance of his/her duties may be rejected access to or removed from the area upon demand of the Artist's Tour Manager.

20.3) With exception of personnel directly involved with the running of the performance/show, the stage and immediate surrounding area will be cleared completely during the performance/show of the Artist.

21) ADDITIONAL CREW

Promoter shall provide suitable stage hands to assist in loading, set-up and unloading equipment and instruments before, during and after the performance/show of the Artist.

22) GUEST LIST

The Artist will notify the Promoter of its reasonable requirements at least 1 day prior to the engagement/show. The Artist shall be entitled to a minimum of 10 premium guest tickets for each performance/show.

23) PROMOTER

EBB Music || Van Hallstraat 52 || 1051 HH || Amsterdam || THE NETHERLANDS

KvK / Reg. Business Nr. 86108891 || IPV / Income Tax Exemption 863863966.L01 || SNS bank 8839099085 || IBAN: NL42 SNSB 8839 0990 85 || BIC/SWIFT: SNSBNL2A || BTW/int'l VAT NL 8638.63.966.B.01



The engagement in its entirety as described in this Contract and attached Rider may not be assigned or (sub)licensed by the Promoter in whole or in part to any other party or individual.

24) LEGAL SETTLEMENT

This Contract shall be exclusively governed by the laws of the Netherlands. The district court in Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract.

ALL PRECEDING POINTS CONSTITUTE THE SOLE AND BINDING AGREEMENT BETWEEN THE PARTIES HERETO. NO ALTERATION MAY BE MADE TO ANY PART OF THE CONTRACT AND/OR RIDER WITHOUT THE PRIOR WRITTEN APPROVAL OF THE AGENT ACTING ON BEHALF THE ARTIST. SHOULD THE PROMOTER FAIL TO FULFIL ANY OF THE CONDITIONS SPECIFIED ABOVE, THE ARTIST SHALL BE ENTITLED TO CANCEL OR POSTPONE THE PERFORMANCE/SHOW AND NEVERTHELESS BE PAID THE FULL GROSS FEE SPECIFIED IN THE CONTRACT AS LIQUIDATED DAMAGES, WITHOUT PREJUDICE TO ANY OTHER RIGHTS OF THE ARTIST.

We the undersigned have read and acknowledged all clauses set in this CONTRACT and will ensure that they will be adhered to in strictest detail. We understand that this Contract will only be valid when signed by both Parties unamended. If amended, each amendment must be in writing and initialed by both Parties.

