



CONTRACT

BETWEEN

- **Corinne SERRES**
 - **MAD MINUTE MUSIC**
 - 5 / 7, rue Paul Bert
 - 93400 Saint Ouen – France
 Hereinafter the agent of the artist : **BOUBACAR TRAORÉ**

on one part, and

- **Zuzana VALOVA**
 - **MESTSKE KULTURNI STREDISKO V NAMEST NAD OSLAVOU** VAT n°: CZ 18127746
 - Masarykovo namesti 100
 - 675 71 Namest nad Oslavou – Czech Republic
 Hereinafter the promoter,

on the other part,

IT IS AGREED AND DECREED THE FOLLOWING :

1- PURPOSE OF THE CONTRACT:

The promoter hereby engages the artist, and the artist accepts an engagement to appear at :

CITY : **NAMEST NAD OSLAVOU (Czech Republic)**
 FESTIVAL : **Folk Holidays Festival / www.folkholidays.com**
 VENUE : **Town Cultural Centre**
 CAPACITY : **1 000 people**
 DATE : **Thursday, August 2nd, 2018**
 PERFORMING TIME : _____ h. **(1 set of 80 minutes)** Performing time will be specified till end of May

The present contract is established for **one concert and two days**.

MAD MINUTE MUSIC is not responsible for or pay any guild fees, Music royalty charges, union dues or local taxes, and none shall be deducted from the agreed contract price. All or any charges, fees, dues or taxes, will be borne solely by the promoter, including, but not limited to any possible income taxes in Germany, Holland, Scandinavian countries or any other countries covered by the agreement.

2- FINANCIAL CONDITIONS:

The artist agrees to appear at a **NET FEE** of : **6 000,00 €**
 In letters : **six thousand Euros NET**

This amount will be paid as following :

- **3 000,00 € on JULY 2ND 2018 by swift transfert** WITHOUT ANY CHARGE TO MAD MINUTE MUSIC to the following account :

- **3 000,00 € on AUGUST 2ND 2018 in cash to the tour manager**

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MAD MINUTE MUSIC

 5-7, rue Paul Bert – 93400 SAINT OUEN – France
 Tél : +33 (0)1 40 10 25 55 / www.madminutemusic.com
 Sarl au capital de 10 000 € - RCS BOBIGNY B 344 473 251 - Ligne 930424



INTERNATIONAL TRAVELLING EXPENSES AT CHARGE OF : THE ARTIST

LOCAL TRANSPORTATION AT CHARGE OF : THE PROMOTER

The promoter agrees to provide the following transfers with **9 seats executive van** for artist and instruments :

- **Viena Airport > Namest nad Oslavou > Viena Airport**
- **hotel > venue > hotel**

HOTEL EXPENSES AT CHARGE OF : THE PROMOTER

- **minimum 3 stars NN, including breakfast : 4 single rooms for 2 nights (August 1st and 2nd)**

RESTAURANT EXPENSES AT CHARGE OF : THE PROMOTER

- **hot lunch and diner on August 1st and 2nd for 4 persons**
- catering in dressing room on concert day (see details in the technical rider).

3- SPECIAL CONDITIONS:

BACKLINE, PA AND LIGHTS : will be provided by the promoter, in accordance with the rider attached, which forms an integral part of this contract.

SOUNDCHECK : it will be on the same day that performance, from _____ to _____. - soundcheck time will be specified till end of May

RIDER : the rider attached forms an integral part of this contract. It must be returned signed with this contract to MAD MINUTE MUSIC.

INSURANCE : there must be an insurance covering artist's performance, including but not limited to liability. The promoter is responsible in case of robbery, destruction or deterioration of artist's and members of his team equipment, instruments or personal effects. Promoter is to provide MAD MINUTE MUSIC at least forty-five (45) days prior to the performance with a certificate of insurance evidencing:

- Comprehensive general liability insurance in the amount required by the venue, combined single limit for bodily injury and property damage.

- Said insurance coverage shall be in full force and effect at all times at MAD MINUTE MUSIC, artist and employees are in the confines of the venue or its property, MAD MINUTE MUSIC's failure to require or review the insurance certificate shall not affect MAD MINUTE MUSIC rights or promoter's obligations hereunder.

- Promoter employees or artist shall not be liable for damage or injury to any patrons or venue's property or personnel, any fixtures, or personnel property caused by any other including as a result of the installation and/ or operation of equipment provided by MAD MINUTE MUSIC. Promoter shall indemnify and hold MAD MINUTE MUSIC harmless from any third party claims concerning the foregoing and no claim, deduction or offset shall be made by promoter in respect of same.

MERCHANDISE : MAD MINUTE MUSIC shall have the sole and exclusive right, but no obligation, to sell merchandise in connection with or at the performance hereunder and the receipts thereof shall belong exclusively to MAD MINUTE MUSIC.

- In the event any merchandise not licensed by MAD MINUTE MUSIC is sold in the venue, MAD MINUTE MUSIC have the right to require promoter such sells to cease and to eject vendors of said unlicensed merchandise from the venue. In the event promoter does not cause such sells to cease, artist have the right not to perform its obligation hereunder without relieving promoter of its obligation to MAD MINUTE MUSIC hereunder.

REPRODUCTION OF SHOW : the promoter agrees not to authorize any such activity nor admit the performance of any person carrying tape, film, cassettes or video recording devices.

- Unless stated in writing hereunder, promoter shall not permit any portions of the artist's performance to be recorded, broadcasted, taped or embodied in any form for any purpose, **except for the festival's archives**. A possible consent for public usage could be made only by a special additive contract from MAD MINUTE MUSIC.

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4- GENERAL CONDITIONS:

4-1 The promoter agrees to procure for artist and artist's travelling party, at his sole cost and expense, all necessary working permits and any other permits and licenses required in connection with the engagement hereunder.

4-2 If the show is part of an event of a political, religious or any other particular nature, or if the promoter acts in the name of a third party (association, private company, political party, religious group...), the artist should be informed of this fact by letter and no publicity should be initiated before receiving artist's prior written agreement.

4-3 MAD MINUTE MUSIC reserves the right to cancel this agreement without liability in the event of an act of god (including inclement weather causing cancellation of an outdoor event), governmental restrictions, riots, strikes, national or international emergencies, and in such event, MAD MINUTE MUSIC shall be paid in full provided artist is at, or en route to, the engagement or otherwise ready, willing or able to perform.

4-4 In the case of late arrival of artist due to circumstances beyond the control of the artist or MAD MINUTE MUSIC (E.G. weather traffic delays, airlines fault, etc...), promoter must use every resource to see that concert takes place when artist arrive in city of engagement. The concert cannot be cancelled for the above reasons by promoter without consent of MAD MINUTE MUSIC. No deductions on contract fee can be made if concert takes place at time other than originally scheduled.

4-5 If for reasons beyond the control of MAD MINUTE MUSIC, and other than the reasons listed in paragraphs 4-3 and 4-4 above, the artist will fully chooses not to perform, MAD MINUTE MUSIC liability is limited to the return of fee deposited by promoter, said deposit shall not bear interest.

4-6 In case of cancellation, at promoter's request, the full fee will be due and owing to the artist, and any deposit shall be deemed forfeited.

5- RELEVANT LAW AND COMPETENT TRIBUNAL:

Any litigation item from the present contract will be submitted to MAD MINUTE MUSIC's residence court which is St Ouen, France.

This agreement must be signed and returned to MAD MINUTE MUSIC within fifteen (15) days. If the agreement is not returned within this time period, MAD MINUTE MUSIC reserves the right to declare this agreement null and void and will be free to make others agreements on the above dates of performance.

The promoter cannot assign or transfer this agreement without MAD MINUTE MUSIC written consent. This agreement may not be changed, modified or altered except by an instrument except in writing signed by both parties.

This contract will be published by the promoter in the Register of Contracts under Act No. 340/2015Sb. on the Register of Contracts. The publication will be provided by the promoter.

This contract is made in Saint-Ouen, France, under the sole responsibility of the undersigned, after lecture and translation in case of need.

FOR THE ARTIST,
Corinne SERRES
Date: 13/03/2018

FOR THE PROMOTER,
Zuzana VALOVA
Date: 13.3.2018

Signature: _____

Signature: _____

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