|  |  |
| --- | --- |
| Contract number: «DocInternalId» | Contract date: «DocSendDate» |

**Between** **«RelAdmName»** legally represented by **«ConName»**«RelAdmFullAddressCS», hereinafter referred to as “Promoter”.

**And «AppRel1Names»,** hereinafter referred to as “Artist”.
Represented by:
**System One Agency** legally represented by **«DocOwner»**
Helmerdingstr. 4, 10245 Berlin, Germany, hereinafter referred to as “Agency”.

The Promoter engages the Artist whereby the Artist agrees to provide its service on the terms set out below:

FEES & PAYMENT TERMS

Promoter shall pay the following fee(s) for the agreed upon performance(s):

|  |  |  |
| --- | --- | --- |
| Description | VAT | Amount |
| «RowProd»«Title» «Description» | «SalesTaxPercentage» | «SalesTotalEx» «Currency» |
| *«RowSalesEx»Total VAT excluded* | «Total» «Currency» |
| *«RowSalesTax»VAT «TaxPercentage»* | «TotalTax» «Currency» |
| Total amount to be paid | «DocSalesTotalInc» «DocCurrency» |

Promoter shall pay the artist fee as follows:

|  |  |  |
| --- | --- | --- |
|  | Percentage | Due on |
| Deposit | «AppFFDeposit» | «AppFFDepositDue» |
| Balance | «AppFFBalance» | «AppFFBalanceDue» |

The booking fee of is non-refundable and has to be paid immediately after signing of this contract. Artist is not confirmed until signing of this contract and payment of the booking fee and a deposit, if agreed upon. Any expenses, if applicable, will be invoiced separately.

**Bank details** See upcoming invoices for bank details and further payment instructions. All bank charges must be paid by the Promoter.

PERFORMANCE(S) & DEAL TERMS

|  |  |
| --- | --- |
| **Artist** «Rel1Name»**Performance date** **Venue**  | **Set time** **Set duration** **Type of set** **Travel arrangement** **Accommodation** «FFAccommodation»**Billing** «FFBilling»**Guest list spots** «FFGuestListSpots» |

**Travel** Promoter bears the travel expenses from the place of Artist’s residence or present abode to the place of the performance. In case of another confirmed performance of Artist (or similar confirmed commitment within the scope of Artist’s activities) on the day before or the day after the performance date, Promoter bears the expenses for travel from the place of the previous performance / respectively to the next performance. In such case, expenses for travel shall be divided accordingly amongst Promoter and the other involved promoters (promoter on the day before / respectively promoter on the day after the performance). Artist and/or Agency takes care of all necessary travel bookings.

**Accommodation** Promoter agrees to cover the accommodation expenses for Artist and Artist’s travel party for the entire duration of their stay. All accommodation should be approved and confirmed by the Artist or Agency prior to making any reservation, 14 days prior to the performance date. In case Promoter does not propose an accommodation in time or proposes an accommodation that does not meet the agreed requirements, Artist has the right to choose an accommodation of its own at the sole expenses of the Promoter. All rooms must include breakfast, 24 hours room service, free and high-speed internet access in the room, 50,00 EUR room credit and a fully stocked minibar, free of charge. Promoter shall book the accommodations including a provision for Early check in and Late check out, depending on the travel schedule of the artist. Promoter ensures that all rooms are ready when Artist and Artist’s travel party arrive.

**Local transport** Promoter agrees to provide all necessary ground transfers by professional driver service at Promoter’s expense for Artist, Artist’s travel party, equipment and luggage on the day of arrival, the day of the performance and the day of departure, including but not limited to all ground transfers from the airport or train station to the accommodation and back and from the accommodation to the venue and back. Arrangements of the driver and vehicle must be made by the promoter with attention to the following requirements:
- Promoter agrees to provide an upper-class sedan car or upper-class SUV in perfect and full secure state.
- Driver must speak English fluently.
- Driver must be fit and sober and must drive save, relaxed, carefully and has to take care of local traffic rules.
- Driver is expected to be present 15 minutes prior to the Artist’s arrival at each pickup location.
- Driver will not be accompanied by friends, colleagues or other guests.
- A pillow and blanket for each passenger must be provided during car rides of over one (1) hour.
- Sufficient beverages, at least water bottles, must be provided for all passengers.

**Catering** Promoter must cover all the expenses for meals and catering for the Artist and Artist travel party for the entire duration of their stay. All meals and catering should be provided in accordance with the Artist Rider.

**Billing & artwork** The Artist shall receive billing as agreed under the deal terms of this contract. Artist must be billed exclusively as stated in the artist rider. All use of the Artist’s name, logo, pictures, websites and social links on all types of artwork and press releases must be reviewed and approved by the Artist prior to being published.
Announcement of the artist’s performance can only be done after this contract is fully executed, Promoter has fulfilled all its financial commitments and the artwork has been approved.

**Technical conditions** Promoter shall provide and pay for a first-class sound and lighting system, suitable to the location of performance and additionally all equipment and technical requirements stated in the Artist Rider. At any time during Performance, a sound technician must be present, who must be familiar with the sound system and the technology on site. Insufficient sound and technical conditions affecting the quality of the Performance, absence of a sound technician or failure to comply with the technical requirements in the Artist Rider releases Artist of the obligation to perform. Promoter will fulfil all necessary construction and police duties and all local licensing requirements and orders, which are necessary concerning the venue, to ensure the safe course of the Event and the Performance.

**Visa** The promoter must arrange and pay for all necessary visas, permits and documents required for Artist and Artist travel party to enter, perform in, and depart from the country of performance. If Promoter fails to provide the right necessary documents in time, for the Artist & Artist travel party to enter the country and perform, Promoter is in material breach of this contract. In this case the performance shall be cancelled while Promoter remains fully liable for the payment of all fees and expenses agreed to.

**Guest list** Promoter agrees to provide free admission for Artist’s guests as agreed under the deal terms of this contract. Artist or an Artist representative shall provide a list with the guest names to the Promoter. Such persons shall be granted access as VIP guests by the Promoter and Promoter shall provide VIP badges / wristbands / bracelets etc. to all Artist’s Guests, if applicable.

**Please see the Artist Rider for any further requirements to this contract. The Artist Rider forms and integral part of this contract.**

CONTRACT TERMS

1. Artistical freedom & appearance
	1. Artist is not subject to any directions whatsoever from Promoter regarding the content and form of presentation of the performance. Promoter acknowledges to be aware of the style and manner of performance of the Artist. Artist is obliged to fulfill only the specific conditions as agreed to in this contract. Disposition and direction of performance are the sole responsibility of Artist.
	2. Artist is not committed to any personal appearances, interviews, meet & greets, or other promotional activities unless otherwise approved in writing by Artist or Agency. Please direct any press and media requests and inquiries to Artist and/or Agency.
2. Fees and payment terms
	1. Failure of Promoter to comply with the payment terms shall constitute a material breach of this contract. In such case, Artist is released of the obligation to perform, while Promoter remains fully liable for the payment of all fees and expenses agreed to.
	2. All payments by Promoter under this contract shall be made before the specified due date(s). All payments must be made without any deductions.
	3. Promoter must pay any kind of bank charges and transfer fees; this includes all fees charged to the sender, as well as all fees charged to the recipient of the bank transfer. All payments are due in the currency stated in the respective invoice.
3. Exclusivity
	1. This contract does not entitle the Promoter to an exclusive booking of the Artist for the given date unless otherwise agreed in writing.
4. Advertising & Sponsoring
	1. Promoter is responsible for adequate publicity of the event at Promoter’s own expense and has to inform the media (print press, radio, TV, online).
	2. Artist has no obligation to personally advertise the Event in any form or shape.
	3. Publicity for other products or services (sponsoring) in connection with Artist’s name is only allowed with Artist’s prior approval. If sponsorship is agreed to, the sponsorship monies will be split with Artist in a manner to be agreed with the Artist, dependent on the type of sponsorship.
5. Cancellation
	1. If for any reason the performance is cancelled due to the fault of the Promoter, the Promoter remains fully liable for the payment of all fees and expenses agreed to. Promoter has to inform Agency immediately, in case the event or the performance is cancelled.
	2. If the Promoter does not meet or fulfill one of the requirements of this contract, the Artist is entitled to terminate the contract without notice, while Promoter remains fully liable for the payment of all fees and expenses agreed to.
	3. In case the start of the performance is delayed by more than one (1) hour through no fault of the Artist, Artist shall be freed from all duties and responsibilities under this contract, while Promoter remains fully liable for the payment of all fees and expenses agreed to.
	4. Artist has the right to cancel the performance, if the date, venue or city changes without the Artists prior approval. In such event, Promoter will be responsible for all damages related to the change.
	5. If Artist is hindered to perform due to illness, accident, injury, force majeure or any other justifiable reason, neither Agency nor the Artist is required to pay any damages or compensation to the Promoter or any third party. Once the cause of force majeure or the unexpected impossibility has been extinguished, the Artist will only be required to perform the same performance at a later date to be established together with the Promoter. If a replacement date cannot be arranged, any advance payment will be refunded in full within fourteen (14) days. The Promoter accepts that any booking fees are non-refundable.
	6. Artist and Agency are not liable for any further damages of the Promoter or any third party which may arise from the cancellation of the performance by Artist or Agency.
	7. If Artist is hindered to perform Promoter has to be informed immediately by Artist or Agency.
6. Force majeure
	1. The Promoter agrees to pay all fees and expenses agreed to in this contract in case of rain, bad weather, disasters of any kind, earthquakes, fires, epidemic, an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder, temporary closure of the premises or any other cause not dependent on the artist's will, that prevents the event or the performance to take place or that prevents to artist to travel to the place of performance in a save manner.
	2. In the case of a Force majeure, the performance will be rescheduled to a new date to be agreed with the Agency under the same conditions as this contract.
	3. The Promoter will cover the expenses of any itinerary change if the artist finds himself having to change his journey for reasons of force majeure and to incur the logistical expenses for a new journey for the new scheduled date.
7. Security
	1. Promoter guarantees proper security to ensure the safety of the Artist, travel party, personnel, instruments, equipment, baggage, costumes and personal property before, during and after the performance(s). In particular, security must be provided at the areas around the stage, dressing rooms, and all exits and entrances to the auditorium and remote mixing console. Security protection to commence upon arrival of the Artist on the premises until the Artist's departure.
8. Liability
	1. Promoter is liable for any harm caused to body and life that is in its sphere of control. The same applies for any damage or theft of instruments, equipment, baggage, costumes and personal property during Artist’s stay at the venue / Event.
9. Insurance
	1. Promoter agrees to provide public and general liability insurance coverage in an amount of no less than EUR 10,000,000 per occurrence to protect against any claim for personal injury or property damage as a result of or in connection with the performance.
10. Indemnification
	1. Promoter agrees to indemnify Artist against any third-party claims that may arise while the Artist is involved in contractual duties. All third-party claims will be the sole responsibility of the Promoter.
11. Recording & broadcasting
	1. Promoter assures that no sound or audio-visual recording of any kind by Promoter or by any third party of the performance is made without the express prior written consent of Artist.
	2. To prevent any illegal recordings through third parties, Promoter shall take appropriate precautions, physical examinations of all visitors and seizure of any respective recorders (excluding consumer electronics equipment for private use, such as mobile phones, non-professional cameras, etc.…).
	3. Promoter ensures that the performance is not broadcasted or streamed in any kind (radio, TV, internet etc.) without prior written consent of Artist and/or Agency.
	4. In case of any breach of above-mentioned clauses, Promoter shall pay a penalty of 5.000, - EUR for each taken illegal recording, disregarding any right to further claims for damages.
	5. It is hereby agreed and understood that Artist is allowed to film and record its own performance for potential future use and all means of exploitation, without any legal or commercial claims of the Promoter.
12. Performing rights
	1. Promoter is responsible for any payments due to the Performing Rights Society (or any other collection society) arising from the event or the performance.
13. Taxes
	1. Promoter agrees that all fees are net and free of any local taxes. Any local or country specific fees, charges or local taxes in connection with the performance have to be paid by Promoter additionally to the fees, including, but not limited to VAT, withholding tax or social security contributions.
	2. Any monies paid by Promoter for travel, production reimbursement, or otherwise pursuant to this contract, which are apart from the Artist fee shall not be subject to Artist withholding tax or similar tax.
	3. Promoter is responsible for paying all applicable taxes and/or ensuring that the event/location has paid or will pay all applicable taxes and hereby indemnifies Artist against any tax claims.
14. Confidentiality
	1. Both parties shall maintain the confidentiality of this contract.

This contract is governed by the laws of Country of Agency’s residence and the courts of Country of Agency’s residence shall be the courts of jurisdiction. No verbal or handwritten changes or amendments to this contract will be accepted and any and all changes or amendments to this agreement must be in writing and have to be approved in writing by the Agency.
This contract will become null and void, and the Artist will have no further obligation to enter into this contract if the Promoter has not executed this contract and returned it to the Agency within days after receiving this contract.

In **«RelAdmCity»** on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ In **City** on **«DocSendDate»**

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**«RelAdmName» System One Agency**
«ConName»