



## TERMS & CONDITIONS

### **ESSENTIAL ARTISTS BV • DJ BOOKING AGENCY**

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### 1. ENGAGEMENT

The Artist shall use his reasonable endeavors to appear at the Event to provide services as a disc jockey during the performance Time (the "Performance") allowing for reasonable delays that the Artist may experience.

### 2. REMUNERATION

In consideration for the services rendered by the Artist, the Promoter shall pay to the Artist the following sums:

(a) The Booking Fee which the Artist directs shall be payable to Essential Artists BV at the above address; and

(b) The Artist Fee which shall be payable to Essential Artists BV.

Time shall be of the essence with respect to the payment of the Booking Fee and/or the Deposit and/or the balance.

### 3. EXPENSES/REIMBURSEMENT/CANCELLATION

(a) In addition to the Fee and the Booking Fee, the Promoter shall pay for all Expenses in full.

(b) In the event that the Expenses include airplane costs or accommodation costs and airplane tickets and/or hotel accommodation reservation confirmations have not been received by the Agency two weeks after signing the contracts then the Artist shall be entitled to terminate this agreement and retain any sums received from the Promoter prior to the date thereof and in such circumstances neither party shall have any further ongoing obligation to the other.

(c) In the event that any Expenses are paid for by the Artist then the Promoter shall reimburse the Artist for such amounts forthwith upon receipt by the Promoter of an invoice therefore. Notwithstanding the aforesaid any costs not expressly stated as Expenses but which are directly or indirectly incurred by the Artist in undertaking the Performance shall be reimbursed by the Promoter forthwith upon receipt by the Promoter of an invoice therefore. Such costs shall include without limitation any so called excess baggage costs incurred in the transportation of compact discs and/or vinyl records in the event the Artist travels by airplane.

(d) The DJ fee only shall be returned to the Promoter only in the case of sickness or injury or other incapacity of the Artist or in circumstances beyond the Artist's control which prevents the Artist from rendering the performance including without limitation promotional commitments relating to the Artist's recording career or the Artist's career in general. In the event the Artist is so prevented from rendering the Performance due to one of the aforesaid occurrences then the Artist agrees to use its reasonable endeavors to notify the Promoter at the earliest available opportunity and use its reasonable endeavors to schedule an alternative date for the Artist (if possible) or provide an alternative disc jockey (if possible) as a substitute for the Artist. In the event the Artist or a third party authorized by the Artist provides either an alternative appearance date or an alternative disc jockey the Deposit shall not



be returned to the Promoter as aforesaid but shall be retained by the Artist and the terms of this Agreement shall apply save that the Date or the Artist (as applicable) shall be replaced with such a new date or new disc jockey (as applicable). Further in the event the Artist is so prevented from rendering the Performance due to one of the aforesaid occurrences then the Promoter waives his right to sue the Artist for any damages and/or other remedy whatsoever or any losses, expenses and/or costs suffered as a result of a cancellation of the performance.

(e) In the event the Promoter cancels the Artiste/Date of Performance;

(I) On the day of the performance up to sixty (60) days prior to the Date of Performance, the full amount (Artiste fee, booking fee, flight cost) has to be paid;

(II) Between sixty (60) and ninety (90) days prior to the Date of Performance 50% of the Artiste Fee, 100% booking fee and flight cost has to be paid;

(III) As from ninety (90) days prior to the Date of Performance only possible flight cost have to be paid.

#### 4. RECORDING PROHIBITION

The Promoter warrants and undertakes that no recording (audio or visual) and/or broadcast (by any means whatsoever including without limitation broadcast by way of satellite) shall be made knowingly permitted or authorized by the Promoter of the Performance (including the recording of material which the Artist plays whilst providing his services as a disc jockey). The Promoter shall take all necessary steps (by way of any security or otherwise) to ensure that the public attending the Event shall not make such recording of the Performance. In the event that the Artist discovers before or during the Performance that a recording is being made then the Promoter shall be deemed to be in breach of this agreement. For the avoidance of any doubt and without prejudice to any of the Artist's rights and remedies in the event any such recording is made then the provisions of sub-clause 9 (e) shall apply with respect to such recording.

#### 5. PROMOTION

(a) The Promoter shall not announce advertise or promote the performance until this agreement has been fully executed by both parties and the Booking Fee and the deposit hereunder have been received by Essential Artists BV and the Artist (as applicable).

(b) Upon full execution of this agreement and payment of the Booking Fee and the Deposit the Promoter agrees that it shall use its best endeavors to promote and advertise the Performance at the Promoter's sole cost and expense and that;

(I) The Artist shall receive top billing on all press and promotional activities associated with the Event;

(II) The Artist shall only be advertised as follows: (ARTIST)  
Logo and websites of the artist has to be included on all artwork.

(III) Any and all rights in and to the Artists name shall vest solely in the Artist and the Promoter agrees that it shall not use the Artist's name or any name confusingly similar to the Artist's name save for the sole purpose of advertising and promoting the performance in accordance with the terms of this agreement. All advertising promotional and publicity material shall be subject to Artist's prior written consent.

#### 6. VENUE REQUIREMENTS

(a) At the Promoter's sole cost and expense the Promoter shall provide air-conditioned lockable dressing room facilities which shall be clean and contain at least two (2) clean towels and suitable refreshments which shall not be less than the following:



A selection of Alcoholic drinks if requested by the artist

2 x bottles (1L) of still water

2 x cans of Red Bull

Which shall be for the exclusive use of the Artist and persons invited to utilize such facilities by the Artist

(b) At the Promoter's sole cost and expense the Promoter agrees to provide one reserved car parking space (when applicable) for the Artist which shall be clearly identifiable and the exact location of which shall be notified to the Artist in writing good time. The aforesaid car parking space shall be located within twenty feet from the entrance door.

(c) The Promoter agrees to provide the Artist with a guest list to contain up to 10 names. These names will be provided by the Artist or the Artist's representative prior to the performance and such persons shall be allowed to enter the Venue so as to attend the Event free of charge. In addition to the aforesaid the Promoter agrees to provide the Artist with up to 10 back stage access passes.

(d) The Promoter agrees to provide adequate security and insurance for the Artist and the Artist's personal property and equipment. Such security and insurance as aforesaid shall commence upon the Artist's arrival at the site of the Venue and continue until the Artist has left the site of the Venue. Such insurance shall be against loss, theft, breakage, and damage. In any event the Promoter shall forthwith reimburse the Artist on demand for the replacement value (on the basis of the actual replacement cost of the same or equivalent item) of any item that is stolen, broken, or damaged while the Artist is on the site of the Venue.

(e) The Promoter shall insure that the person with overall responsibility for the event and authorized to make all decisions with regards to the Event is available to the Artist at all times whilst the Artist is present at the Venue. In the event that the Promoter or his authorized representative is not so available when required by the Artist, the Artist may refuse to perform or cease to continue with the performance (as applicable) and the Promoter shall be responsible for the payment of the Fee in full.

(f) At the Promoter's sole cost and expense the Promoter shall provide for the Artist's use a personal address and lighting system to the Artist's specifications which shall include the following:

3 Pioneer CDJ 1000's, all MKII or MKIII (these must be provided!)

1 Pioneer DJM800 (no alternative mixer)

2 High powered undistorted stereo DJ monitors, placed on either side of the console at ear level, powered by an amplifier and controllable from the DJ mixer linked to the booth/monitor control knob.

## 7. MERCHANDISING

(a) It is agreed and understood that all merchandising rights are retained by the Artist and that no merchandise, goods, product, or service embodying or utilizing the Artist's name or likeness or image or anything confusingly similar thereto shall be sold or in any way distributed at or in the vicinity of the Venue by the Promoter or any party authorized by the Promoter.

(b) The Promoter shall procure that the Artist or the Artist's authorized representative may sell any and all merchandise, goods, products or services at the event free of charge without any payment to the Promoter or the Venue owner or any other third party and further the Promoter shall provide the Artist or the Artist's authorized representative with reasonable facilities to sell such merchandise, goods, products, or services in the Venue during the Event.

## 8. COMPLIANCE REQUIREMENTS

(a) The Promoter shall insure that the Event is organized and conducted in such a way as to comply with all laws, regulations, rules and guidance covering the holding of such events and the Promoter will (inter alia);

(l) Obtain all consents necessary for the Event and the Performance to occur; and



(II) Procure that all necessary licenses, permits, consents, authorities, permissions, safety certificates and insurances required by law (or which otherwise necessary and/or appropriate in all the circumstances) are obtained from the appropriate governing bodies or authorities prior to the commencement of the Event; and

(b) Without prejudice to the other provisions of this agreement the Promoter shall not hold or otherwise permit the holding of the Event if;

(I) any authority, license or consent in respect of the Event and/or the Performance is not issued or if issued is withdrawn or cancelled; or

(II) The Promoter becomes aware of any circumstance or thing which may result in the Promoter or any other relevant person being unable to obtain the necessary consent, authority, permit or license for the performance.

(c) The Promoter agrees to be responsible for any payments due to the Performing Rights Society (or any other collection society) arising from the Event or the Performance.

(d) Without prejudice to the other provisions of this agreement any breach of the provisions of this clause 9 by the Promoter shall be deemed to be a breach in this agreement.

## 9. INSURANCE

The Promoter hereby agrees that for the Event the Promoter shall;

(a) Participate in, maintain and be entitled to the benefit of public liability insurance of not less than EUR 5.000.000,00 in aggregate for all claims arising from the Event or the Performance; and

(b) Ensure that the Artist is named as an additional insured on such policy; and

(c) Promptly provide the Artist with evidence of such insurance cover on demand by the Artist.

## 10. INDEMNITY

(a) The Promoter undertakes and agrees to fully indemnify the Artist and keep the artist fully indemnified against all costs, liabilities, claims, demands, actions, damages or losses (including legal fees on an indemnity basis) that the Artist may suffer or incur arising directly or indirectly from the Event and/or the Performance or as a result of the failure of the Promoter to comply with any of the provisions of this agreement and/or breach or alleged breach by the Promoter of any of the warranties, agreements, representations or obligations contained in this agreement including without limitation indemnification from and against all travel and accommodation costs incurred by the Artist in the performance of the services hereunder and loss of the Artist's earnings. Such costs, expenses, damages and losses shall be paid to the Artist by the Promoter immediately on written demand therefore and shall include but not be limited to; any participant or spectator or attendees injury or death; and

(I) Any trespass to land, nuisance, negligence, lack of relevant license consent, authority or certificate or inadequate safety precautions arising in connection with the Event or the Performance; and

(II) Inadequate competence regarding the organization of the Event or the production and/or sales of any tickets; and

(III) Any breach of statutory or other duty of care owed to visitors, spectators, attendees or participants (including but not limited to other performers) at the Venue; and



(IV) Any breach by the Promoter of any of the terms of this agreement

(b) In the event that:

(I) The Promoter shall cease to carry on business as a Promoter of events such as the Event, or

(II) The Promoter shall make an assignment of the benefit of this agreement for its creditors or shall enter into a composition or arrangement for the benefit of its creditors, or

(III) An order shall be made of effective resolution passed for the Promoters winding up (other than a voluntary winding up without insolvency for the purpose of amalgamation or reconstruction); or

(IV) A petition shall be presented for the Promoters winding up and not discharged within ninety (90) days of such presentation; or

(V) The Promoter is in breach of any of the terms of this agreement.

Then this agreement shall automatically terminate. Upon such termination the Artist shall be entitled to the Fee without further obligation to ensure the Performance.

(c) In the event that the Promoter is in breach of any of the terms of this agreement the Artist shall be entitled to the Fee without any further obligation to ensure the Performance.

## 11. MISCELLANEOUS

(a) This agreement contains all the terms agreed between the Promoter and the Artist and replaces any and all previous agreements written on the subject matter of this agreement and may not be varied except by way of written instrument signed by both parties.

(b) The Promoter shall keep all the terms of this agreement secret and confidential.

(c) All sums payable hereunder shall be paid in Euros, net. fee, free of charges.

(d) Any notice consent approval or other communication required to be given to any party in connection with this agreement shall be in writing and shall be delivered by hand or sent by first class post to the address of such party herein setout or at such changed address as shall for that purpose be notified in accordance with the provisions hereof to the other party and every such notice consent approval or other communication shall if sent by hand be deemed to have been duly served on the first working day following the day of delivery and if sent by post be deemed to have been duly served on the third business day after the day of posting.

(e) This agreement and any variations or amendments shall be governed in accordance with the laws and procedures of The Netherlands and the High Court Of Justice in The Netherlands shall be the court of Exclusive and Competent Jurisdiction.

(f) All headings used in this agreement are for clarification and reference purposes only.

(g) If requested by the Artist the Promoter shall agree to allow the Artist (or any person authorized by the Artist) to film or record (in audio and/or visual format) the Performance, the Venue and the Event and in the event such request I made the Promoter shall be responsible for ensuring that all necessary consents are procured and all necessary arrangements are made to allow for such filming and/or recording to occur including without limitation at the Artist's request ensuring that equipment may be set up and installed in the Venue by the Manager or any other third party authorized by the Artist prior to the Date of the Performance and retrieved after the Date of the Performance and further that the Artist shall be entitled to procure the connection of a digital TI or Primary Rate ISDN link to enable the transmission of the Performance by means of cable. For the avoidance of doubt all rights in and to the said filming and/or recording shall vest exclusively in the Artist and the Promoter shall absolutely no rights whatsoever therein.



### **Additional Tour Rider**

#### **Technical Rider**

1 X Pioneer - DJM 800 (Mixer) Mixer with Fader

3 X Pioneer - CDJ 1000 (3 cd players)

1 X Pioneer - EFX 1000 (FX Unit)

2 X High powered undistorted stereo DJ monitors, placed on either side of the console at ear level, powered by an amplifier and controllable from the DJ mixer linked to the booth/monitor control knob.

#### **Food & Drinks Rider**

Evening meal on show day for up to four (4) people at a restaurant of the Artists choice. No fast food buy-outs or take-aways unless specifically asked for. This is to be covered by the Promoter.

#### **At the Venue**

1 Bottle of Absolut or Grey Goose Vodka, 1 Bottle of Bacardi, Red Bull, Cranberry Juice, Orange Juice, 5 x Red Bull, 5 x Coca Cola and 10 Bottles of Water, fresh towels.

#### **Extra**

All Car Journeys, upon arrival from airport to hotel, from hotel to venue, from the venue back to the hotel and from hotel back to the airport in the morning must be with a car service/driver/taxi booked by the Promoter. Car times and drivers telephone numbers must be provided for itineraries.

On all Car journeys the only people to be in the car are the driver, the DJ and his co-traveller(s), and the Promoter.

On all long car Journeys – over one hour - pillows and car models are to be provided.