

CONCERT AGREEMENT – CLUB

Concluded on the day indicated below between

Name:

Address:

Telephone number:

Email address:

referred to in short as the “promoter”, and

Name:

Address:

Telephone number:

Email address:

Bank account:

or

Band..... Made up of the following musicians:

- | | |
|----------|-----------|
| 1) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

the band is represented by its spokesperson (- the designated spokesperson declares with his signature that he is authorised to conclude this agreement for the band):

Name:

Address:

Telephone number:

Email address:

Bank account:

referred to in short and predominantly as the "musicians", as follows:

1. Subject of the Agreement/Scope of Performance

The musicians commit to perform a concert to the conditions of this agreement.

Location:

Capacity:

Ticket price:

Address:

Date:

Concert begin: am/pm

Sound check: am/pm

Construction: am/pm

2. Fee

The promoter commits to pay the musicians immediately after appearance the following amounts:

Fee €

Travel costs €

Additional turnover tax € (the tax ID number is to be provided)

Total €

The contractual parties agree to confidentiality over the agreed fee.

Optional: The promoter is to pay the musicians a deposit of **XX%** of the above fee to: account no. with the bank, BSB..... The legal effectiveness of this concert agreement is subject to the payment of the deposit to the musician's account.

3. Hotel/Meals

The promoter will book and pay for a hotel, in the category *** (single room/double room), near the venue. The address of the hotel, details of arrival and route description to the club will be given to the musicians at least one week before the concert.

Upon arrival of the musicians, the promoter is to provide coffee, tea, water and sandwiches (optional: warm meals) – the following cool drinks are to be provided by the promoter:

.....

4. Equipment

The promoter is to provide, free of charge, the sound and lighting equipment, the technical team and stage hands at the respective venue and will ensure full working order of the equipment. The musician is obliged to inform the promoter by email of his technical needs immediately after conclusion of the agreement. Transportation for essential technical equipment and the musician's instruments is at the cost and risk of the musician.

5. Advertising

The musician commits to make material available to the promoter immediately after concluding the agreement for public relations work free of charge and without infringement to the rights of third parties.

6. Disruptions to Performance/Damages

If the performance fails to go ahead due to a reason caused by the promoter's negligence, the obligation for complete payment of the fee remains essentially intact. However, in the case of cancellation up to one month before the agreed first appearance, the obligation to pay reduces to 50% of the agreed fee.

The contractual parties are liable for unlawful and culpably caused damages; nevertheless, they exclude liability for minor negligence. The liability exemption applies also to agents of each party.

If the events agreed to in this agreement are completely or partially prevented by a force majeure, provable impaired health of the musician, official measures or regulations, or third party interferences to public safety and order, both contractual parties are released from their aforementioned obligations. The contractual parties are obliged to inform each other in this case immediately.

7. Rights, Licenses

The musician guarantees to have all rights, such as copyrights, ancillary copyrights and trademark rights, necessary for the conclusion and fulfilment of this agreement, and to indemnify the promoter in relation to claims by third parties in relation to the execution of this agreement. The compensation for these rights is included in the agreed fee, which, in particular, also includes the rights to self-composed works that are performed, provided these have not been assigned to musical collecting societies to exercise fiduciary interests. All applicable taxes and fees of the event to musical collecting societies are borne by the promoter. The musicians commit to deliver to the promoter lists for the appearance report, which is to be lodged with the relevant collecting society.

8. Recording

The event can be recorded for radio, television or internet. The musician expressly agrees to the utilisation of recordings for information purposes. If a recording takes place for the purposes of commercial utilisation, the contractual parties will make an additional agreement in this regard. The recording of one or more performances for the promoter's documentation purposes without commercial utilisation is permitted and free. The contractual performances may be copied, distributed, publicly reproduced and be made available by the promoter for documentation purposes.

9. Merchandising

The sale of merchandising articles at the event is, to a reasonable extent, allowed by the promoter.

10. Applicable Law / Jurisdiction

Substantive Austrian law applies. The provisions of the UN Sales Convention are not applicable. The place of performance is (place). The competent Austrian court responsible for (place) is agreed upon for all disputes arising directly or indirectly from the present agreement.

11. Equal Linguistic Treatment

To the extent that only the masculine form is given for references to natural persons, such references relate to men and women equally. In applying the form to particular natural persons, the respective gender specific form is to be used.