

CONCERT AGREEMENT

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 to be authorised to conclude this agreement for the band):

Name:

Address:

Telephone number:

Email address:

Bank account:

referred to predominantly in short as the “musicians”, as follows:

1. Subject of the Agreement/Scope of Performance

1.1 Subject of the Agreement

The musician commits to provide musical services for the promoter.

1.2 Type of Event

Live concerts

1.3

Length of the Programmed Items

... minutes each, excluding any encores.

1.4 Number of Concerts

.....

1.5 Date, place and capacity of the concerts

1.6 Sound Check

... minutes before the begin of each concert

1.7 Construction

... minutes before the begin of each concert

2. Fee:

2.1.1

The promoter commits to pay an all-inclusive professional fee to the musician for artistic services as follows:

Fee	€
Including 10% turnover tax	€ (the tax ID number is to be provided)
Total	€

2.1.2

With the payment agreed in point 2.1.1, all of the musician's fees and costs in connection with the performance/presentation are satisfied. This includes, in particular, the costs of taxes, levies and insurance which are to be paid for the fulfilment of this agreement. Not included in the payment are the musician's travel costs to and from the event and accommodation.

2.1.3

The promoter pays the fee after proper rendering of accounts in cash following the concert, if there are several concerts on a pro-rata basis.

Optional: The promoter is to pay the musicians a deposit of **XX%** of the fee given above to: account no. with the bank, BSB.....

The legal effectiveness of this concert agreement is subject to the payment to the musician's account.

2.1.4

The contractual parties agree to confidentiality over the agreed fee.

2.2 Travel

The musician's return travel and accommodation are to be organised and paid by the promoter. The parties will reach agreement on the choice of the means of transportation. The promoter will inform

the musician with information on the departure time and place, appearance dates and places, and hotel addresses and phone numbers in a timely fashion.

2.3

The promoter will make due preparations for a hotel in the category *** (single room/double room) near the venue and bears the cost for accommodation and meals to the extent required for the fulfilment of the agreement. All extras (telephone, minibar, etc.), however, are at the cost of the musician.

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:

.....

2.4 Equipment:

2.4.1

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 technology. The musician is obliged to inform the promoter by email of his technical needs immediately after conclusion of the agreement.

2.4.2

Transportation for essential technical equipment and the musician's instruments is at the cost and risk of the musician.

2.4.3

The musician is obliged to carry out a sound check in a timely fashion.

2.5 Stage

The stage must be at leastm long andm wide. The stage must be at a height of at leastm and the height of the ceiling from the stage must be at leastm. The stage must be stable, must not be in any way uneven and must not vibrate.

2.5.2

For outdoor events, sufficient stage and mixer panel roofing must be at hand.

2.6 Promotion:

2.6.1

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.

2.6.2

In return, the promoter commits to provide, according to industry standards, clear naming of the musicians at concerts, their announcement and other advertising.

2.7 Disruptions to Performance/Damages

2.7.1

If the performance fails to go ahead, the obligation for complete payment of the fee remains essentially intact. However, in the case of cancellation up to one month prior to the agreed first appearance, the obligation to pay reduces to 50% of the agreed fee.

2.7.2

The musician commits, in the event of illness, to inform the promoter immediately and inform him – with the presentation of a doctor's certificate – of the nature and estimated duration of the illness. Band members who do not contribute to the character of the appearance can be replaced.

2.7.3

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.

2.8 Rights, Licenses

2.8.1

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 on 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.

2.8.2

All applicable taxes and fees of the event 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.

2.9 Recording

2.9.1

The event can be recorded for radio, television or internet. The musician expressly agrees to the utilisation of recordings for information purposes.

2.9.2

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.

3. Other Provisions

3.1

The present agreement does not constitute a relationship of control between promoter and musician. The musician will adhere to the respective performance times announced by the promoter and follow the promoter's and his agent's organisational instructions.

3.2

At performances, the contractual parties will observe and follow the official regulations and laws, whatever their nature.

3.3

The musicians assure that the dressing room and rehearsal spaces will be left in proper condition after the conclusion of the rehearsal or event.

3.4

The revenue from the proceeds of ticket and programme sales, as well as sponsorship, advertising, dressing room, buffet and the like remain with the promoter.

3.5

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

3.6

The promoter assumes responsibility for the clarification of all rights asserted by collecting societies (especially the AKM). In particular, he/she assumes responsibility for registering the event and bears all expenses and fees in this regard.

3.7

No oral agreements exist between the contractual parties. Changes or additions to the agreement must be in writing.

3.8

Should any provision of this contract be or become invalid, this does not impact on the effectiveness of the remainder of the contract.

3.9

Substantive Austrian law applies. The provisions of the UN Sales Convention are not applicable.

3.10

The competent Austrian court responsible for (place) is agreed upon for all disputes arising directly or indirectly from the present contract. The place of performance is (place).

3.11

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.