

## ‘ARTIST CAPITOL’ GENERAL TERMS & CONDITIONS

### Definitions:

**Artist Capitol:** the commercial partnership Artist Capitol VOF, established and having its principal place of business in (1031 KS) Amsterdam at Overhoeksplein 23B (9<sup>th</sup> floor).

**Commissioning Party:** the natural person or legal entity/company that has entered an agreement with Artist Capitol by means of a confirmation or any other means.

**Artist:** the natural person who is engaged for a specific party/event, based on an agreement with the Commissioning Party that has been mediated by Artist Capitol.

### 1 GENERAL TERMS

- a. These Terms & Conditions shall apply to all offers for work activities carried out by **Artist Capitol**, whether or not commissioned by the Commissioning Party, as well as to the agreements made with the Commissioning Party by means of mediation by **Artist Capitol**.
- b. Deviations to these Terms & Conditions shall only apply if **Artist Capitol** has confirmed these deviations in writing.
- c. If **Artist Capitol** deems it necessary to outsource parts of the implementation of the agreement to third parties, **Artist Capitol** shall be entitled vis-à-vis the Commissioning Party to invoke the stipulations of the Terms & Conditions used by these third parties.
- d. The Commissioning Party is not permitted to contact the artists represented by or on behalf of **Artist Capitol** directly and without permission of **Artist Capitol** with regard to booking(s)/follow-up booking(s) and management. If the Commissioning Party violates this clause, the Commissioning Party undertakes to pay **Artist Capitol** an immediately payable penalty not open to judicial moderation of €5,000 (in words: five thousand euros) as well as a penalty of €500 (in words: five hundred euros) for each day or part thereof that the violation continues, without prejudicing all other rights of **Artist Capitol**, including the right to claim complete compensation from the Commissioning Party.

### 2 OFFERS

- a. All offers of **Artist Capitol** are without commitment, unless these offers include a period of acceptance and are based on the data provided at the time of the request and on the prices valid on the date of the offer.
- b. If the Commissioning Party shall accept an offer without commitment, **Artist Capitol** shall be entitled to retract the offer within five (5) working days after receiving the acceptance.
- c. In case of a composite quotation, there shall be no obligation to deliver a part of the entire offer for a corresponding part of the quoted price.

### 3 AGREEMENT

- a. The agreement made between **Artist Capitol** and the Commissioning Party is correctly presented by the written confirmation to each other relating to this.
- b. After formulating the submitted amendments and deviating and/or additional agreements, these shall only be binding for **Artist Capitol**, if **Artist Capitol** shall confirm these in writing to the Commissioning Party.

- c. All amendments to the agreement, which are made by the parties in mutual agreement and/or are caused by the non-correspondence or no longer correspondence of the data known at the time of entering the agreement with the data emerging at the time of implementation, shall be considered additional and/or less work that is calculated in reasonableness and – if possible- shall be invoiced together with the principal sum.
- d. **Artist Capitol** shall be free to determine how it shall implement the agreement. In case of impediment of the booked artist while implementing the agreement, **Artist Capitol** shall be entitled in consultation with the Commissioning Party and in all reasonableness to engage another artist, to employ artists from third parties and to have these third parties implement the entire agreement or part thereof, and to on-charge the costs incurred by this to the Commissioning Party.
- e. **Artist Capitol** reserves the right to refuse a booking without providing reasons.

#### 4 OBLIGATION STIPULATIONS OF THE COMMISSIONING PARTY CONCERNING THE PERFORMANCE AND/OR THE ARTIST

- a. The Commissioning Party shall take care of and shall be responsible for the correct execution of the obligations stated in the Technical Rider and Hospitality Rider of the artist. The mentioned Rider(s) of the artist are an integral part of the agreement. The Commissioning Party shall sign the mentioned Rider(s) for approval.
- b. The prior written permission of **Artist Capitol** shall be needed for using the promotion material including the name, logo and/or picture of the artist, by or on behalf of the Commissioning Party. The Commissioning Party shall ensure that minimum two (2) copies of the approved material shall be given to **Artist Capitol**.
- c. If the Commissioning Party shall use 'merchandise', it must obtain at all times the prior written permission of **Artist Capitol**. In addition, minimum five (5) copies shall be given to **Artist Capitol**.
- d. With due observance of content of the aforementioned Rider(s) of the artist mentioned in Article 4.a, there may not be any limitations in principle during the sound check and/or the performance of the artist. If the artist upon arrival at the party/event thinks that the sound/the level of the sound is unacceptable and/or that the content of the Rider(s) is not correct or not met in any other way, **Artist Capitol**/the artist shall be entitled to cancel the performance without nullifying the agreed payment by the Commissioning Party. **Artist Capitol**/the artist shall not be liable for the cancellation referred to in this article.
- e. The Commissioning Party shall take care of 'top billing' in all advertisements and promotion. If the Commissioning Party wants to promote in another manner, it should inform **Artist Capitol** about this and ask **Artist Capitol**'s permission for this in writing at least 14 days prior to the party/event.
- f. It is not allowed to use the name, logo, artwork, picture and/or the personal and biographical details of the artist, whether directly or indirectly, unless the parties have reached agreement about this in writing and in advance.
- g. At the request of the Commissioning Party, **Artist Capitol** shall provide – if possible – the necessary photos, logos, branding and/or artwork. Everything remains the property of **Artist Capitol** and shall be returned immediately after use.
- h. None of the costs for promotion, etc. shall be at the expense of **Artist Capitol** and/or the artist.
- i. The Commissioning Party shall not begin to promote and advertise *before Artist Capitol* receives a written confirmation of the booking agreement and 100% of the agreed payment.
- j. The artist shall not be obliged, in all respects, to grant interviews to radio, television, newspapers, magazines or online media, unless **Artist Capitol** or the artist have given prior

written permission for this to the Commissioning Party.

- k. The Commissioning Party shall take the greatest care of obtaining all required permits and licenses for the party/event. In addition, it shall take care of the required and adequate third-party liability insurance and event insurance. Following a first request of **Artist Capitol**, the Commissioning Party shall present these insurances to **Artist Capitol**.
- l. The artist shall perform at indoor parties/events, unless agreed specifically otherwise in writing.
- m. The Commissioning Party shall be obliged at the time of the booking to state which sponsors (mentioning the brand and product group) will sponsor the event/performance. At all times, **Artist Capitol**/the artist shall be entitled to refuse a performance, if the Commissioning Party has not stated all the sponsors. **Artist Capitol**/the artist shall not be liable for the refusal referred to in this article.
- n. The Commissioning Party is not entitled to transfer the booking of the artist to third parties without the prior written permission of **Artist Capitol**. The Commissioning Party should inform **Artist Capitol** in advance about the ultimate fee(s) (artist fee and/or booking fee) that is/are paid for the performance of the artist. Following a first request of **Artist Capitol**, the Commissioning Party shall submit proof of the transaction or proof of paying these fees to **Artist Capitol**.

## 5 DETAILS OF THE COMMISSIONING PARTY

- a. The Commissioning Party shall be independently obliged to provide all information relevant to implementing the assignment and in addition, the Commissioning Party shall be obligated to submit to **Artist Capitol** on time, in the required format and in the required manner all details and documents, which in the opinion of **Artist Capitol** are needed for correctly implementing the agreement entered.
- b. **Artist Capitol** shall be entitled to suspend the implementation and/or (further) execution of the agreement until the time that the Commissioning Party has met the obligation mentioned in the previous paragraph. Furthermore, **Artist Capitol** shall be entitled to charge the Commissioning Party the additional costs resulting from the delay.

## 6 PRICES AND CHANGES IN PRICES

- a. The agreed prices at the time of the formation of the agreement are based on the details known at the time of the formation and exclude turnover tax (VAT) and travel & accommodation expenses.
- b. If – after the formation of the agreement between **Artist Capitol** and the Commissioning Party – circumstances shall occur that shall justify a change in the agreed upon price, **Artist Capitol** shall be entitled to change the price accordingly without having it result in the cancellation of the order assigned by the Commissioning Party.

## 7 CANCELLATION

- a. If the artist shall be booked for a radio or television performance (including online performance), a performance abroad, or has obligations vis-à-vis his/her publisher/record company, and this performance/obligation occurs simultaneously with the party/event, **Artist Capitol** shall be entitled to annul the agreement. In such a case, the Commissioning Party shall not owe any payment to **Artist Capitol** and the Commissioning Party shall not be entitled to any compensation. As a service but non-obligatory, **Artist Capitol** shall propose a reasonable alternative within this framework.
- b. If the Commissioning Party shall cancel the booking more than 60 days before the party/event,

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it should pay 50% of the agreed upon reimbursement.

- c. If the Commissioning Party shall cancel the booking between 60 and 30 days before the party/event, it should pay 75% of the agreed upon reimbursement.
- d. If the Commissioning Party shall cancel the booking in less than 30 days before the party/event, it should pay 100% of the agreed upon reimbursement.
- e. **Artist Capitol** shall be entitled to replace or to have a third party replace individual band-members of the artist due to – to name just a few – illness, occupational disability, missed flights, radio or television performance (including online performance) and performances abroad. **Artist Capitol** shall not be obliged to inform the Commissioning Party about this in advance, but will make every effort to do this in all reasonableness.

## 8 FORCE MAJEURE

- a. In case of force majeure, **Artist Capitol** and/or the artist shall be entitled to suspend the implementation of the agreement until the condition that led to the force majeure situation shall no longer exist.
- b. In any case, force majeure is understood to mean any strange cause as well as circumstance that in all reasonableness should not come at the risk of **Artist Capitol** and the artist. Delays at or non-performance by suppliers, transportation problems, operational disturbances, substantial absence due to illness, weather conditions, war, terrorism and strikes (and threats of the aforementioned situations) as well as reasons of a personal nature, which obstruct compliance by **Artist Capitol** and the artist, are explicitly considered force majeure.
- c. If the force majeure period shall be longer than three (3) months as well as in cases in which it is established that the force majeure situation is of a lasting nature, the parties can arrange for the dissolution of the agreement and its related consequences.
- d. **Artist Capitol** shall be entitled to claim payment for the work activities, which were carried out while implementing the agreement concerned *before* the appearance of the circumstance obstructing compliance.
- e. **Artist Capitol** reserves the right to invoke force majeure, even if the circumstance causing this began *after* **Artist Capitol** should have carried out the work activities.

## 9 CHECKS AND CLAIMS

- a. The Commissioning Party shall be obliged to check the booking confirmation drafted by **Artist Capitol** carefully for correctness and completeness within eight (8) working days after receipt.
- b. **Artist Capitol** should immediately be informed about inaccuracies and/or incompleteness, found by the Commissioning Party in the agreed confirmation after receiving it, by means of a registered letter.
- c. **Artist Capitol** will no longer handle claims, which reach it more than eight (8) days after delivering the work carried out by **Artist Capitol** or the artist, and will result in the termination of any liability for the Commissioning Party.

## 10 WARNING OBLIGATION

- a. The Commissioning Party shall be obliged to inform **Artist Capitol** immediately and completely as soon as it suspects or notices that the performance might not proceed.
- b. In addition to its own care obligation to prevent and/or to limit damage, the Commissioning Party shall be obliged to completely enable **Artist Capitol** and the artist to prevent and/or to limit the threat of damage and/or disadvantage.
- c. The Commissioning Party shall be obliged to indemnify **Artist Capitol** from any and all claims by third parties, which arise or may arise due to the performance of the artist or due to using

the performance carried out by the Commissioning Party.

## 11 LIABILITY

- a. All work activities carried out by **Artist Capitol** shall be done to the best of its abilities and shall be based on the known data, the established facts and the given circumstances.
- b. **Artist Capitol** shall not be liable vis-à-vis the Commissioning Party for damage (whether direct or indirect damage) and/or any disadvantage resulting from work activities carried out by **Artist Capitol** and/or the artist (whether commissioned or not), or any omission in the work activities carried out by **Artist Capitol** and/or the artist, except in cases that this damage shall be caused by gross negligence or intention of **Artist Capitol**.
- c. **Artist Capitol** shall not be liable vis-à-vis the Commissioning Party for damage and/or any disadvantage of any nature, which occurs to the Commissioning Party, because either the Commissioning Party or **Artist Capitol** terminates the agreement or cancels the burden of fulfilling the assigned order.
- d. The Commissioning Party shall be obliged to compensate **Artist Capitol** for all damage of any nature, which is created because of losing effects of the artist and/or the artist's crew, the audio-visual/sound company and **Artist Capitol** (records, record boxes, headphones, bags, coats, etc.) due to theft, fire or damage, for example.
- e. **Artist Capitol** shall also not be liable for persons, who it has appointed as its substitute for implementing and/or (further) execution of the agreement or whose assistance it has sought for the entire or partial fulfilling of the agreement.
- f. If with due observance of the stipulations in the previous paragraphs of this article, it shall emerge that the created damage and/or disadvantage should be at the expense of **Artist Capitol**, the total liability of **Artist Capitol** shall be limited at all times to an amount that according to criteria of reasonableness is proportional to the agreed upon price and in any case shall not be higher than the agreed upon price or in such a case, the amount that the insurer actually shall pay to **Artist Capitol**.
- g. If a third party shall hold **Artist Capitol** liable in the matter of damage and/or any disadvantage for which **Artist Capitol** is not liable pursuant to the agreement with the Commissioning Party and/or these Terms & Conditions, the Commissioning Party shall completely indemnify in this matter and shall compensate **Artist Capitol** for everything that it should pay to this third party, including the reasonable judicial expenses incurred by **Artist Capitol**.
- h. The burden of proof with respect to any alleged liability of **Artist Capitol** shall rest on the Commissioning Party. The Commissioning Party accepts this.

## 12 PAYMENT / SUBSEQUENT CALCULATION

- a. The Commissioning Party undertakes to pay all invoices, which it receives from **Artist Capitol**, ultimately within 30 days without any deduction and without suspension due to alleged non-performance.
- b. **Artist Capitol** reserves the right to forward payment of the monies collected by **Artist Capitol** on behalf of the Commissioning Party while deducting fees, costs/third-party costs, VAT and any outstanding invoices of an earlier date. **Artist Capitol** shall never be obliged to compensate the Commissioning Party and/or third parties for default interest over the period in which **Artist Capitol** holds the collected amounts.
- c. In case of non-performance, liquidation/request for liquidation, bankruptcy/request for bankruptcy or moratorium/request for moratorium of the Commissioning Party, its obligations/payment obligations shall become forthwith due and payable. In addition, the obligations/payment obligations of the Commissioning Party shall become forthwith due and

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payable in case **Artist Capitol** becomes knowledgeable about circumstances that give it solid reason to fear that the Commissioning Party might not be able to comply with its obligations/payment obligations.

- d. Payment should occur in Dutch currency (Euro) by means of a giro or bank transfer. In case of a cash payment, the Commissioning Party should make sure that **Artist Capitol** shall provide a receipt for this payment.
- e. In case of exceeding the set payment term, the Commissioning Party shall owe the legal interest over the owed amount from the expiration date until the day of payment with a minimum of 12% per year – without requiring a notice of default – in which the interest over a part of the month shall be calculated as a full month.
- f. In addition, the Commissioning Party shall owe the extrajudicial costs from the expiration date, which shall amount to minimum 15% of the principal sum. However, if **Artist Capitol** shall demonstrate to have incurred higher and reasonably necessary costs, including extrajudicial and judicial costs, the Commissioning Party shall also compensate these costs.
- g. The payments made by the Commissioning Party shall always serve initially to settle all interest and costs owed and subsequently, to settle the payable invoices that are outstanding the longest time, even if the Commissioning Party states that the payment relates to an invoice of a later date.

### 13 PROVISION OF SECURITY

- a. At the time of entering the agreement or afterwards and before starting or continuing work activities, **Artist Capitol** shall be entitled to demand from the Commissioning Party securities that the Commissioning Party will meet its current and future obligations vis-à-vis **Artist Capitol** within a reasonable period.
- b. At all times, the Commissioning Party shall be obliged to provide securities in case of its bankruptcy/request for bankruptcy or moratorium/request for moratorium, discontinuation or liquidation of the company, or because the Commissioning Party shall lose the power to dispose of its entire or partial property by means of attachment or any other means.

### 14 RIGHT TO SUSPEND PERFORMANCE

- a. In case the Commissioning Party does not meet its obligations vis-à-vis **Artist Capitol**, **Artist Capitol** shall be entitled on its part to suspend the implementation of the agreement – without a notice of default – until compliance on the part of the Commissioning Party shall have occurred.
- b. **Artist Capitol** shall also be entitled to suspend the implementation of the agreement on its part in case **Artist Capitol** becomes knowledgeable about circumstances that give it solid reason to fear that the Commissioning Party might not be able to comply with its obligations vis-à-vis **Artist Capitol**.

### 15 DISSOLUTION

- a. In case the Commissioning Party shall fail to comply with the agreement, **Artist Capitol** and the artist shall be entitled to bring about the entire or partial dissolution of the agreement by a written extrajudicial declaration for that purpose or by a judicial verdict.
- b. If the agreement shall be dissolved entirely or partially, the Commissioning Party shall be obliged to compensate the positive contract interest of **Artist Capitol** and the artist.
- c. Legally using its right to bring about the entire or partial dissolution of the agreement, **Artist Capitol** shall never be obliged vis-à-vis the Commissioning Party to compensate the resulting damage for the Commissioning Party.

- d. In case circumstances shall occur with regard to persons and/or material, which serve or used to serve **Artist Capitol** / the artist in the implementation of the agreement and which are of such a nature that the implementation of the agreement shall become impossible or shall become so burdensome and/or disproportionately expensive that in all reasonableness compliance with the agreement can no longer be required, **Artist Capitol** and the artist shall be authorised to dissolve the agreement without that they shall be obliged to pay any compensation.

## 16 DISPUTES

- a. Dutch law shall exclusively apply to all offers, assignments and entered agreements under these Terms & Conditions.
- b. The competent court in Amsterdam shall exclusively be authorised to make itself acquainted with all disputes arisen due to transactions, offers, assignments an agreements to which these Terms & Conditions apply.