

# Contract

č. 138/2011

between

**Contracting party 1:**

**Bratislavské kultúrne a informacné stredisko**

(hereinafter called „**The Purchaser**“)

represented by:

Mr. Ing. Vladimír Grežo, director

Street:

Zidovská 1

Place/Zip Code:

815 15 Bratislava/Slovakia

Tel:

+ 421 2 3304 6143

Fax.:

+ 421 02 5910 3103

and

**Contracting party 2:**

(hereinafter called „**The Artist**“)

represented by:

Konzertdirektion Gerd Mayer

Street:

Place/Zip Code:

Tel:

Fax:

It is mutually agreed between the parties that **The Purchaser** engages **The Artist** and **The Artist** accepts the engagement to appear at the venue and upon the terms set out below:

Artist:

██████████ Trio

Date of concert:

July 13<sup>th</sup> 2011

Place of concert:

Bratislava/Slovakia

Venue & Address:

Nadvorie Sv. Jana Nepomuckeho, Primaciálny palac  
Bratislava, Primaciálne námestie 1

Capacity:

250

Open air:

yes

Ticket price:

TBA

Doors open:

7.30 pm

Concert begin:

8.00 pm

Sets:

1 set of 90 minutes

## 1) Obligations for The Artist:

- a) **The Artist** guarantees to appear at the concert with the above mentioned Band.  
In case that the line up has to be changed, **The Artist** has to inform **The Purchaser** immediately.
- b) **The Artist** is responsible for the realization of the musical program each night and guarantees for a professional, undisturbed and harmonic run down of the artistic program.
- c) **The Artist** accepts the fore mentioned schedule.
- d) **The Artist** accepts a concert time/duration of 1 set of 90 minutes
- e) The **Artist** is required to furnish the purchaser with all existing information (biographies, press kits, photographs, slides, etc.) to facilitate the production of publicity material.

2) **Obligations for The Purchaser:**

a) **The Purchaser** is the local promoter and covers the financial risk. He guarantees for an undisturbed run down of the concert.

b) **The Purchaser** agrees to pay the following guaranteed net fee: **€ 2.600,00**  
**The amount to be paid as follows:**

aa) **€ 1.300,00** by bank wire to the account below, no later than **June 25<sup>th</sup> 2011**

Note: « **Deposit Gerald Clayton – Bratislava- July 2011** » (very important).

bb) **€ 1.300,00** by bank wire to the account below, no later than **July 10<sup>th</sup> 2011**

Note: « **Balance Gerald Clayton – Bratislava- July 2011** » (very important).

cc) **Account info:**

Account: Konzertdirektion Gerd Mayer (for Gerald Clayton)  
 Bank: Stadtparkasse Bad Honnef  
 Account: 137992  
 Bank number: 38051290  
 IBAN Nr.: DE13 3805 1290 0000137992

**NO bank charges to be deducted!**

**A copy of the wire bank papers has to be faxed to Just Jazz: +49 221 2508189 29.**

~~dd) Bank papers with documentation of the wire payment needs to hand out to tour manager prior to the show!~~

ee) It is understood that **The Artist** will not be responsible for, nor have to pay any further taxes, fees, union, Guild or similar foreign charges. Where such foreign charges are applicable, **The Purchaser** will be solely responsible for such charges and payments.

ff) **The Purchaser** agrees to furnish **The Artist** with receipts and documents from the tax Authorities, confirming that taxes are paid

c) All further costs regarding the concert are at **The Purchasers** sole costs and expenses.

e) **The Purchaser** agrees to pay for and provide 1st class Hotel accommodation (4 - stars) for one night of **July 13<sup>th</sup> 2011** mentioned in the separate hotel requirements, which are valid as a part of this contract and can change any time. The Hotel must offer a 24 hour's room- service or close to a 24 hours restaurant.

d) **The Purchaser** is obligated to send Just Jazz International 2 copies of the program brochure, 2 posters and all press critics after the concert.

e) **The Purchaser** is obligated to initial/sign every page of this contract plus rider and fax it back to + 49 221 250 8189 29 **no later than June 25<sup>th</sup> 2011.**

f) The Purchaser is obligated to send an original signed version of the contract and rider by regular mail **no later than June 30<sup>th</sup> 2011.**

**3) Further agreements:**

- a) TV or radio recording is **not** allowed and **not** included in the fee.
- b) Any filming, recording, videotaping states a breach of contract (see below).  
**The Purchaser** is obligated to prevent any filming, recording, videotaping photographing of **The Artists** performance without **The Artists** prior agreement.
- c) **The Purchaser** will be permitted a three- minute long audio and/or video recording of the performance for the purpose of the advertisement and or news broadcast.  
This has to be negotiated before with the road manager.
- d) ~~**The Purchaser** needs to report weekly about the ticket sale (starting 4 weeks prior to show).~~
- e) **The Purchaser** will only use the promotional material provided by **The Artist**.

**4) Breach of contract:**

- a) In the event that **The Purchaser** refuses or neglects to make said payments, Artist has the right to withhold performance as per the present Agreement, without forfeiting any of his rights herein.
- b) Under the circumstances of force majeure such a fire, earthquake, flood, explosion, strike, lock- out, riot, revolution, the disrupt of airline service, any public authority or any cause beyond **The Artists** or **The Purchasers** control, act of god, or by any legally constituted executive or judicial order by any legally constituted authority, or if a member of **The Artists** band, family or road staff shall die, become ill or incapacitated for any reason, the contract shall be cancelled/ postponed to a later dates agreed by both parties and will not bind either side. The concerned party is required to inform the other within three days.
- c) Inclement weather can not be claimed by **The Purchaser** as *force majeure* or *act of god* if the Concert is held on an outdoor venue: In such case **The Purchaser** agrees to either provide an alternative indoor venue where the concert can be presented or to pay **The Artist** the full compensation agreed in § 2b of this contract.
- d) **The Purchaser** will honor the agreed payment in the event that they decide to cancel the performance without due explanation or the reasons mentioned in § 4a).
- e) In case of cancellation of the concert at the musicians' request, **The Artist** is only liable to return all deposits received. In case of late arrival due to circumstances beyond the control of the musicians (e.g. weather, traffic delays, flight cancellations or delays, etc.), **The Purchaser** will use every resource to see that the concert does take place when the musicians arrive in the venue. The concert can not be canceled for the above reasons without **The Artist's** agreement. No reductions of the payment can be made if the concert takes place at a time other than originally scheduled.
- f) Both parties are urged to solve all disagreements which might arise from this present contract by friendly settlement. Should this way of settling proves to be impossible, both contracting parties agree that these disagreements shall be handled by German Law and at German Courts.

Signatures:

Date:

01.07.2011

Date:

G. Clayton

"podpísané"

"podpísané"

The Purchaser:

(Ing. Vladimír Grežo, director)

The Artist:

(Gerald Clayton)