

TERMS AND CONDITIONS  
of Solid AM GmbH, Falckensteinstr. 47/48, 10997 Berlin, Germany

Version of 10<sup>th</sup> February 2010

§1 TECHNICAL RIDER, SOUND, TECHNICAL EQUIPMENT

- a) The Technical Rider is a legal part of the agreement. PROMOTER agrees to provide a first class sound and lighting system to include the equipment and technical requirements exactly as defined in the TECHNICAL RIDER at no cost to ARTIST.
- b) If requested by ARTIST, PROMOTER has to schedule a sound check three hours before the performance of ARTIST for a duration of at least one hour. During the sound check no public is allowed.
- c) PROMOTER is obliged to provide a qualified sound technician familiar with the sound system during sound check and performance.
- d) In case of insufficient sound conditions or defective technical equipment, which may harm the quality of the ARTIST's performance, ARTIST has the right to refuse the performance. In case of not being able to perform due to insufficient sound conditions or defective technical equipment, ARTIST claims full compensation of the contracted fee.

§2 FREEDOM OF ART, CREATION OF PERFORMANCE

The creative arrangement of the performance is left solely to ARTIST. He is never subject to any instructions from PROMOTER or any third parties. The way in which ARTIST executes the performance must be known to PROMOTER in advance.

§3 EVENT ORGANISATION, DUTIES, TAXES, CHARGES

- a) PROMOTER organizes the event under his own name, on his own account and his own expenses.
- b) PROMOTER is reliable for payment of all necessary taxes, social security and other social receivables. In case that ARTIST is living in a foreign country, PROMOTER bears all costs for any taxes applicable to foreigners.
- c) PROMOTER is solely obliged to assume all taxes as well as the duties for the performance of copy write-protected works to the country's collecting society. PROMOTER notifies the event to the collecting society and pays all duties.
- d) PROMOTER is obliged to obtain all necessary permits for the event and to bear the costs for the permits. PROMOTER will ensure that all working papers and visas are applied and paid for prior to the gig and in plenty of time for ARTIST to receive the original documents via the post for presentation at immigration. PROMOTER will inform AGENCY of any passport limitations for entry into the country where the performance is to take place.

§4 SECURITY OF THE ARTIST, LIABILITIES

- a) PROMOTER is obliged to provide security for ARTIST's equipment and belongings, including technical equipment as well as records, clothing, etc. PROMOTER is liable for all damages and losses from arrival at event location, during sound check and performance until departure from event location. PROMOTER is obliged to contract an insurance covering damage and loss of all equipment and material brought by ARTIST.
- b) PROMOTER grants ARTIST a trouble free and undisturbed working environment for his artistic performance by providing adequate security personnel. Only authorized people are supposed to have access to the stage and backstage area. In case of disturbance of the performance or danger of the ARTIST or his equipment or guests, ARTIST is entitled to abort his performance.

## §5 DISCRETION

All parties swear secrecy about content and conditions of this contract, particularly artist fee, booking fee. All parties prevent access of one or more other parties to all information related to the contract.

## §6 TRAVEL EXPENSES, TRAVEL ORGANIZATION, TRANSPORT, ACCOMODATION, BACKSTAGE

- a) PROMOTER bears all travel costs (arrival and departure) as well as all accommodation costs for ARTIST (and support personnel, if required). Travel planning will be made in collaboration with AGENCY. Travel booking and payment is due to PROMOTER. In case that AGENCY is booking the travel, PROMOTER is obliged to pay all requested payments to AGENCY or travel agent immediately in time in order to secure ARTIST's performance.
- b) PROMOTER takes care of an appropriate accommodation. Appropriate is an accommodation in a hotel with at least 4 stars close to the venue/location. Hotel room is equipped with TV, telephone, mini-bar, Internet access, 24 hours room service and a fitness area. Breakfast is included without additional costs. Hotel has to have LATE CHECKOUT – ARTIST can stay in his hotel room until 15:00. We are explicitly pointing out that ARTIST needs time for recreation – in case of non-compliance ARTIST can claim for indemnity.
- c) PROMOTER takes care for all internal transport for ARTIST and his equipment and support personnel including pick-up from and to airport / train station and hotel as well as transport from and to the venue. All internal transport is free of charge. The driver must be sober and well rested.
- d) PROMOTER provides ARTIST a warm meal in a restaurant containing at least three courses and including drinks. The meal is free of charge for the ARTIST. The restaurant is top grade.
- e) During the event PROMOTER provides ARTIST a separate lockable room close to the stage. The room is heated and equipped with electricity, a table and four chairs and a mirror. ARTIST must have access to this room at least three hours before sound check and three hours after his performance.
- f) For the duration of the event PROMOTER provides ARTIST a sufficient amount of free drinks including anti alcoholic beverages as well as alcoholic drinks.

## §7 AUDIO-/VIDEO RECORDINGS

Audio- and video recordings and live streaming (e.g. radio, Internet, TV, mobile) of the ARTIST's performance are strictly prohibited. This includes commercial usage as well as private. PROMOTER is obliged to prohibit any recordings and streaming and he is responsible for adherence of this agreement. Any exception needs written prior consent by AGENCY. In case of recording or streaming ARTIST's performance PROMOTER indemnifies AGENCY and ARTIST from any third party claims (e.g. deriving from violation of rights).

## §8 GUEST LIST

ARTIST is entitled to invite 10 guests free of charge. The guest list will be provided latest on the day of the event when ARTIST arrives at venue. If necessary guest will be handed out VIP/Backstage passes.

## §9 PROMOTION / SPONSORING

- a) PROMOTER is to ensure that ARTIST's name and brand appears on all promotional materials and that ARTIST's artwork is emphasized. For all promotion, solely the material (pictures, fonts, logos) provided by AGENCY is suitable. All promotional material produced by PROMOTER must be approved by AGENCY in written form and must be sent to AGENCY in digital form before printing.
- b) Any sponsoring measures, promotion for political parties or non-economic purpose (e.g. charitable events) in connection with the event require the AGENCY's written approval. Should PROMOTER ignore this clause of the contract, an adequate compensation of EURO 5.000.- (five thousand Euros) excl. VAT minimum will be due and demanded. In this case ARTIST or AGENCY are authorized to cancel the contract. All claims of ARTIST and AGENCY remain valid.
- c) PROMOTER is not allowed to use the registered trademark of AGENCY for his promotion, except in connection with ARTIST/PROJECT name and brand. If PROMOTER ignores this clause, a contractual penalty (lump sum) of EURO 5000.- (five thousand Euros) excl VAT becomes due,

payable immediately. If PROMOTER is interested in using the registered trademark of AGENCY this must be approved separately, except if this contract is made especially for this brand.

- d) PROMOTER is obliged to carry out all further inquiries via AGENCY in charge, and not via ARTIST himself. If PROMOTER ignores this obligation, a contract penalty of 5.000,00 Euro will become due.

#### §10 CANCELLATION AND ABANDONMENT OF THE EVENT

- a) Should ARTIST be unable to perform due to illness or any other reason for which PROMOTER is not liable (e.g. act of God, strikes, flight cancellation or rescheduling, etc.) the liability to perform as well as the liability to pay the performance fee remains applicable. The booking fee and the travel expenses will not be refunded. An alternative date can only be agreed upon by written agreement between both parties. Compensation claims from the side of PROMOTER are excluded. However, ARTIST agrees to make an effort to find an alternative date – without accepting a statutory duty in this regard.
- b) If the performance is cancelled by PROMOTER or due to a reason in which he is liable for or which is within his risk sphere, PROMOTER is obliged to pay 50% of artist fee, as well as 100% of travel expenses and booking fee, as long as the performance is cancelled at least sixty days prior to the event. If the performance is cancelled less than sixty days prior to the event, PROMOTER is obliged to pay 100% of the payment agreed in this contract. Further compensation claims from the side of ARTIST or AGENCY are not affected through this payment.
- c) ARTIST has the right to cancel or abandon the performance in the following cases:
  - a. When he or his crew are endangered
  - b. When the audience is endangered
  - c. When it is not possible for ARTIST to execute the performance under proper technical or artistic conditions.

In those cases, ARTIST is no longer obliged to execute the agreed performance, but keeps the claim for the payments according to this contract. Further compensation claims by ARTIST or AGENCY are not affected through these payments.

- d) If the performance is cancelled due to intentional or gross negligence on the part of ARTIST, he is obliged to refund the payments made up to this point, except booking fee and travel expenses.

#### §11 FINAL CLAUSE

- a) The validity construction and effect of this agreement and any extensions modifications thereof shall be governed by German Law.
- b) Any disputes shall be determined by the courts of Berlin, Germany
- c) Changes and additions to this agreement require written form. Should any part of this agreement become void or challenged, the remainder remains unaffected.