



Entertainment Agency

Lindenlaan 32, 2161 MH Lisse

tel: 085-3030897 Chamber of Commerce no: 61377597

Terms and conditions Entertainment Agency

Article 1. DEFINITIONS

In these general terms and conditions, the following terms mean:

- a. **"the Agency"**, the natural or legal person Entertainment Agency with its registered office in Lisse;
- b. **"the Client"**, the person who commissions the Agency to contract one or more Artist(s), musician/musicians and/or performing artist(s), to organize an (part of an) event and/or the renting out movable property, in the broadest sense;
- c. **"the Artist"**, the (professional) practitioner in the field of arts and entertainment - being an Artist, musician and/or performing artist who, for a fee, participates in performances, concerts and/or performances, which directly can be observed by the public, or that are registered for the purpose of publication, as well as those who provide direct technical or artistic assistance for payment for the aforementioned performances, concerts or performances, as well as those who create a material work with an artistic value for a Client, for at a stipulated price - who has committed himself to the Agency to perform a particular artistic achievement;
- d. **"the Supplier"**, the person who has committed itself directly or indirectly towards the Agency to provide services and/or to make things available, all this in the broadest sense of the word, such as, among other things, for room rental, transport, decoration, light, sound, catering and security;
- e. **"the Other Party"**, the Client, Artist and/or Supplier;
- f. **"Additional work"**, all changes/additions in, on or arising from the agreement concluded with the Client, as a result of which the Agency and/or the third parties engaged by it will have extra work and/or incur higher costs and expenses;
- g. **"Riders"**, being special - additional - provisions with regard to the performance of the Artist, as well as with the nature of the contracted performances, which provisions are inextricably linked to the agreement;
- h. **"Buyout sum"**, being the net wage, increased by social security and employer's contributions and possibly increased by sales tax (VAT);
- i. **"Performance"**, the (artistic) performance to be delivered, as described in the agreement.

Article 2. SCOPE

1. These general terms and conditions apply to all offers from the Agency, as well as to all with the Other Party concluded agreements.
2. These general terms and conditions can also be consulted via the internet via the following link:
<https://www.entertainment-agency.nl/terms.pdf>
3. Clauses deviating from these general terms and conditions, including those included in general terms and conditions used by the Other Party, are not binding on the Agency, unless they have been explicitly accepted in writing by the Agency in advance.

Article 3. CONCLUSION OF AGREEMENTS

1. All offers, both written and oral, from the Agency are always without obligation.
2. The offer becomes a definitive agreement when the Client confirms the booking with the Agency verbally or by e-mail. At that time, the Other Party is also confirmed by the Bureau and an agreement has been concluded.
3. The Agency will record the agreement with the Other Party in writing and forward it to the Other Party as soon as possible. The Other Party will ensure that a signed copy of this agreement is received by the Agency immediately, but within a period of 7 (seven) days after the date.
4. If the Agency has not received the copy of the agreement signed by the Other Party within 7 (seven) days after the date of the Other Party, then the Agency has the right, subject to the right to performance, to dissolve the agreement, therefore without this to be liable for compensation, provided that this is communicated to the Other Party within a reasonable period of time by telephone and/or e-mail.
5. Additional work will be charged separately. Additional work is calculated on the basis of the conditions set at the conclusion of the agreement.



Article 4. PROVISIONS RELATING TO THE EVENT

1. The Client is responsible for coordination of the agreed agreements with, and compliance by, the location where the event takes place. For example, agreements about: stage, required space, set-up and take-down time, playing time, power supply, meals, dressing room, etc.
2. The Client is responsible for the correct execution of the obligations as described in the Technical and/or Hospitality Rider of the Artist. Rider(s) of the Artist are an integral part of the agreement.
3. The Client declares, already by entering into the agreement with the Agency, that it is fully familiar with the performances of the Artist and/or the Supplier, as well as with the type and/or nature of the contracted performances.
4. The Artist is obliged to be present well in advance with all items necessary for the Performance, unless it has been agreed in advance in writing that certain items required for the Performance will be provided by Client and/or the Supplier.
5. Any costs on the basis of any intellectual property right, including to BUMA/STEMRA with regard to music rights and to SENA with regard to neighboring rights, are for the account of the Client. (Unless otherwise agreed in writing).
6. The Client guarantees that:
 - a. in case of an open-air Performance, a stage is present and that this stage is sound, shielded and covered, so that the weather conditions cannot reasonably cause damage to those involved and/or matters of the Artist, Supplier and/or the Agency. In that case, the Client will also ensure that crush barriers have been installed at a good distance from the stage;
 - b. if the circumstances at the time of the event make this necessary, in consultation with the Agency a professional security service is present on site; The client remains responsible for maintaining order during set-up, performance and take-down;
 - c. the Artist can travel the distance between dressing room and stage undisturbed and safely;
 - d. there is an orderly and lockable dressing room for the Artist, in any case equipped with the necessary washing facilities, mirrors and necessary heating;
 - e. if it appears that the popularity of the Artist on the date of the event has significantly increased compared to the time of entering into the agreement, further adapted security measures will be taken. If these are not sufficient, the Agency is entitled to cancel the Performance without causing this to become liable for damages;
7. The Client declares that it is aware that:
 - a. the Artist and employees who are indispensable during the performance are entitled to two free drinks per hour, unless agreed otherwise in writing in advance;
 - b. the Artist and employees who are indispensable during the performance are entitled to a (free) healthy meal if their participation in the event lasts longer than 4 (four) hours;
8. Making video and/or sound recordings is only permitted with prior written permission from The Agency.
9. The Agency is entitled to replace individual band members of the Artist, among other things in connection with illness, incapacity for work, missing flights, radio or television (including online) and foreign appearances or performances. The Agency is not obliged to report this to the Client, but will make every reasonable effort to do so.
10. The Supplier guarantees to properly implement its obligations arising from the agreement concluded with the Agency with regard to the services to be provided and/or the items to be made available.

Article 5. PRICES

1. Quotations are always made on the basis of the prices applicable at the time of the quotation and/or the conclusion of the agreement
2. If between the time of the conclusion of the agreement with the Other Party and the time of fulfillment of the obligation under this agreement on the part of the Agency, price increases should occur - for example with regard to tax charges, excise duties, wage costs, transport costs, technical and/or organizational costs – , the Agency is entitled to charge these costs to the Client as yet. If the aforementioned price increases are disproportionate to the amount of the quotations at the time of the conclusion of the agreement, each of the parties has the right to dissolve the agreement.
3. Unless stated otherwise, all quotations are exclusive of VAT and without the rights to be paid to BUMA/STEMRA and/or the rights to be paid to SENA.
4. Any payable wage tax and/or social insurance premiums are included in a Buy-out sum.



Article 6. PAYMENTS

1. Unless otherwise agreed in writing in advance, there are two payment terms. For each booking The Agency charges reservation costs, which are part of the total agreed amount. The invoice for these reservation costs must be paid within 14 days following the date of the invoice. The remaining amount must be paid no later than 14 days before the Performance, without the Client being entitled to settlement and/or suspension.
Furthermore, the Client undertakes to pay all additional invoices it receives from the Agency, for example in the case of Additional Work (as described in Article 3 paragraph 5), within 30 days at the latest, without any deductions and without suspension due to alleged breach of contract.
2. If the Client has not fulfilled all its payment obligations in time, it is legally in default. The Agency then has the right to claim legal performance without further notice from the Client.
3. In the event of non-payment, incomplete payment or late payment, the Client owes interest for each month on the amount owed to the Agency equal to the statutory interest plus a contractual interest of 2% (two percent), whereby part of the month is charged to the calculation as a whole month. In that case, the Client also owes the Agency the extrajudicial collection costs, which amount to 15% (fifteen percent) of the amount owed, but with a minimum of €250 (two hundred and fifty euros).
4. Without prejudice to the foregoing, the Client is obliged to reimburse all other costs reasonably incurred by the Agency, including the full legal costs.
5. In the event that there is more than one Client, each of the Clients is jointly and severally liable towards the Agency for full payment of the invoice amount.
6. The Agency is always entitled to request the Client to provide adequate security for the fulfillment of its payment obligations. The Client is always obliged to provide the requested security at the Agency's first request.
7. The Client undertakes never to make direct payments towards the Agency to the relevant Supplier and/or Artist, unless otherwise agreed.
8. In the event that the Client acts contrary to paragraph 1 and/or paragraph 6 of this article, the Agency has the right to suspend its obligations towards the Client.

Article 7. CANCELLATION

1. a. The Client is not entitled to terminate the agreement prematurely. If, for whatever reason, the Client terminates the agreement or cancels the Performance in the interim, the Client will pay compensation to the Agency. The compensation is a percentage of the agreed total amount and is calculated according to this scale:
 - more than 5 months before Performance: 25%
 - 3 to 5 months before Performance: 50%
 - 1 to 3 months before Performance: 75%
 - within 1 month before Performance: 100%This compensation is immediately due and payable. The Client fully indemnifies the Agency against any claim by the Artist, Supplier and/or third party, arising from the (partial) cancellation of the agreement.
- b. If the Artist is booked for a radio or television performance (including online), a performance abroad or has obligations for his/her record company/publisher and these take place at the same time as the event, the Agency has the right to cancel the Performance, this until no later than two (2) days before the date of the event. In such a case, the Client will not owe any compensation to The Agency and the Client will not be entitled to any (damage) compensation from the Agency. As a courtesy but without obligation, the Agency will try to propose a reasonable alternative in this regard.

Article 8. CANCELLATION DUE TO COVID-19 RESTRICTIONS

1. If the Performance cannot take place due to restrictions or a government ban on events, the Client is allowed to rebook or cancel the Performance. Reservation fees already paid are non-refundable. If the Performance is moved to a date within 12 months from the original date of the Performance, the booking fee will be deducted from the (then current) buyout price.
The Client fully indemnifies the Agency against any claim by external Artists, Suppliers and/or third parties, resulting from the cancellation or rebooking.
2. If the Client wishes to cancel and/or rebook the Performance for other reasons, the regular cancellation conditions apply (see Article 7).



Article 9. COMPLAINTS

1. In cases of unforeseen circumstances, the parties must notify each other immediately. Complaints, of whatever nature, with regard to the performance of any obligation under the agreement concluded with the Agency must be reported immediately. Any damage that may arise must always be kept to a minimum by both parties. Furthermore, complaints must be clearly described and well motivated, as soon as possible, but in any case within 7 (seven) days after the event, be made known to the Agency by registered letter, under penalty of forfeiture of any claim.
2. If a complaint is not submitted in time and in the manner as described in paragraph 1 above, the Agency is deemed to have correctly fulfilled all obligations towards the Other Party.

Article 10. LIABILITY/ INDEMNITY

1. The Agency can never be held liable by the Other Party for any damage of any nature whatsoever and regardless of the cause, except in the case of clear intent and/or gross negligence on the part of the Agency or its managers. If and insofar as any liability rests on the Agency, for whatever reason, this liability is at all times limited to the amount of the amount invoiced at that time by the Agency pursuant to the assignment in question to the Other Party or if this should not have happened yet, the amount to be invoiced.
2. The Agency is not liable towards the Other Party in the event of loss, theft and/or damage to funds and/or items belonging to the Other Party during the event.
3. The Client is liable for any damage to and/or loss of items made available to the Client by the Agency or by third parties - whether or not for payment - as well as for damage to and/or loss of used items for the benefit of the Artist's Performance. The Client indemnifies the Agency against any claim in this regard.
4. In the case of Additional Work, all costs and expenses incurred by the Agency, including all costs and expenses incurred by third parties, whether or not engaged by the Agency, will be fully borne by the Client. The Client indemnifies the Agency against third parties against any claim in this regard.
5. Without prejudice to the Agency's authority to claim from the Other Party whether or not (partial) fulfillment or dissolution of the agreement, the Other Party is fully liable for all damage, including consequential damage, suffered by the Agency, resulting from the non-compliance or incomplete to any warranty and/or obligation mentioned in these general terms and conditions. The Other Party indemnifies the Agency against third parties against any claim in this regard.

Article 11. DISSOLUTION

1. The parties are entitled to dissolve the concluded agreement, therefore without notice of default or judicial intervention and without becoming liable for compensation in this respect, if:
 - the bankruptcy of one of the parties is declared or applied for or the application of the Debt Rescheduling Act for Natural Persons has been pronounced;
 - the Client applies for suspension of payment or is granted this;
 - the Client loses authority over its assets or a substantial part thereof through attachment or otherwise;
 - the Agency has valid reasons to doubt the Client's ability to (timely) fulfill its obligations;
2. If the case occurs as described above in paragraph 1 of this article, any claim against the Other Party will be immediately due and payable.

Article 12. FORCE MAJEURE

1. Unforeseen circumstances, of whatever nature, as a result of which the Agency is unable to fulfill its obligations under the agreement concluded with the Other Party, or cannot fulfill it on time or without extra efforts and/or costs that are burdensome in its opinion, will be deemed to be force majeure for the Agency.
2. - Unforeseen circumstances also include: Mobilization, war, molestation, terrorism; a day of national mourning; quota or other government measures; strike; natural disasters; epidemics, pandemics; illness, disability or death of the Artist;
 - failure to fulfill its obligations towards the Agency by a third party on whom the Agency is dependent for the performance of the agreement, or fail to do so in good time or properly;
3. With due observance of Article 7 paragraph 1 of these terms and conditions, the Agency is entitled in the event of force majeure:
 - a. to dissolve the agreement with the Other Party (in part), such by means of a simple written notification to the Other Party, therefore without judicial intervention and without the Agency becoming liable for compensation towards the Other Party as a result;



3. b. or to move the relevant event and/or Performance of the Artist to a new time or date in consultation with the Client. Insofar as this involves additional work, Article 3 paragraph 5 of these general terms and conditions applies;
4. Failure to obtain any necessary permits or exemptions on the part of the Client does not constitute force majeure for the Client.

Article 13. NON-CONNECTION / GAPS

If one or more provisions of these general terms and conditions should be or become non-binding, for example in the event that it is established in court that it concerns an unreasonably onerous clause, the other provisions will remain in full force and effect. In that case, the parties undertake to replace a non-binding provision with a provision that is binding and which - in view of the purpose and purport of these general terms and conditions - deviates as little as possible from the non-binding provision.

Article 14. DISPUTES

1. The agreements concluded by the Agency and their implementation are governed by Dutch law.
2. Of all disputes, which arise directly or indirectly from the agreement concluded by the Agency and the Other Party, only the court in the District where the Agency is located has jurisdiction, without prejudice to any jurisdiction of the subdistrict court judge.