

Artist performance agreement for THE FESTIVAL-----

Dated: \_\_\_\_\_

BETWEEN

1. ----- **S.A.**  
with company tax code ----- and with its principal offices at-----  
(the "**PROMOTER**").

And

2. \_\_\_\_\_  
 ("**THE LEGAL REPRESENTATIVE**") with its principal offices at  
 \_\_\_\_\_ as the legal representative  
 for all matters set out herein for \_\_\_\_\_ (the "**ARTIST**"; such  
 term to include, in the event that the **ARTIST** is a band or group rather than a  
 single performer, each individual member of the same, collectively and  
 individually).

Whereas:

1. - The **PROMOTER** is organizing the international music festival known as the  
 **FESTIVAL** -----at -----(place)----- (the "**Festival**") for the dates -----  
 (the "**Festival Dates**");
2. - The **ARTIST** is interested in giving a performance at the Festival during the Festival  
 Dates upon the terms set out herein;

It is hereby agreed as follows:

CLAUSES

1. Performance Details:

- 1.1 The performance shall be no less than 50 minutes and shall take place as  
 follows:

Date:

Stage:

Time:

Duration:

1.2 In the event that the above details are not yet known at the date of execution hereof the LEGAL REPRESENTATIVE shall procure that the ARTIST is available to perform at the Festival some time during the Festival Dates upon date, stage and time details to be notified in writing by the PROMOTER and to be subject to the approval of the LEGAL REPRESENTATIVE, such approval not to be unreasonably withheld.

1.3 In the event that the PROMOTER, for reason of artist availabilities or otherwise, deems it necessary to change the date, stage or time details of the performance, the LEGAL REPRESENTATIVE shall agree, and shall procure the ARTIST's agreement to alternative date, stage or time details during the Festival Dates to be proposed by the PROMOTER.

2. Fee:

In return for the due rendering of the performance in accordance with the terms herein, the PROMOTER shall pay the LEGAL REPRESENTATIVE the total sum of \_\_\_\_\_ Euros (\_\_\_\_\_ €), subject to the deduction of any withholding or other taxes due upon the payment of the same to the LEGAL REPRESENTATIVE, (the "Fee").

3. Transport, Accommodation, Insurance and Security:

The PROMOTER shall organise and pay for the following the matters:

- a) customary insurance and security for the ARTIST while at the Festival site;
- b) transport from Valencia airport to the hotel, from the hotel to the Festival and vice versa;
- c) a night in double rooms and breakfast; and
- d) catering on the performance day while at the Festival site.

4. Payment:

The PROMOTER will pay the Fee to the LEGAL REPRESENTATIVE in the following instalments:

- a) 50% within 30 days of receipt of an appropriate invoice following execution of this agreement; and
- b) 50% upon the day of the performance.

Each invoice must set out the relevant payment details and must be sent to the PROMOTER at the address appearing at the head of this agreement.

5. LEGAL REPRESENTATIVE and ARTIST obligations and grants.

5.1 The LEGAL REPRESENTATIVE shall procure that the ARTIST will appear punctually at the accorded hour for the performance.

5.2 The LEGAL REPRESENTATIVE shall procure that the ARTIST will take part and collaborate in no less than one photography session and one interview conducted on behalf of the Festival before or after the performance at a time to be notified by the PROMOTER.

5.3 The LEGAL REPRESENTATIVE will provide the PROMOTER with all documents deemed necessary or desirable by the PROMOTER for the performance as soon as is reasonably practicable after request by the PROMOTER. In any event the LEGAL REPRESENTATIVE shall provide the PROMOTER with the following as soon as is reasonably practicable after execution hereof:

- a) technical rider: all technical requirements of the ARTIST for the performance beyond those requirements to be met by the PROMOTER pursuant to Clause 6 below. The technical rider and its contents shall be subject to Clause 6 below and shall remain subject to the approval of the PROMOTER;
- b) ARTIST and performers list: name, Id or passport number [and roll of each member of the ARTIST and any performers to appear with the ARTIST at the performance. The list of any non-performers accompanying the ARTIST at the Festival shall remain subject to the approval of the PROMOTER;
- c) rooming list: a list of those people from the immediately abovementioned list needing to spend the night in the hotel and their distribution among the double hotel rooms; and
- d) journey plan: with indications of arrival and departure time and travel party that must be picked up at the airport.

5.5 The LEGAL REPRESENTATIVE shall procure that the ARTIST's performance does not exceed the maximum duration indicated to the ARTIST by the PROMOTER. The PROMOTER reserves the right to bring the performance to a close in the event that the Artist exceeds such duration.

5.4 The LEGAL REPRESENTATIVE shall procure that the ARTIST does not give any other public performances in Spain between the dates 1 May to 30 September \_\_\_\_\_. Any public performance due to take place in Spain after 30 September shall not be publicly announced before the Festival.

**5.6** The LEGAL REPRESENTATIVE shall be responsible for all entry visas, immigration or other similar such documents and permits necessary for the ARTIST's entry into Spain for the purposes of the performance.

5.7 THE ARTIST must submit the present agreement to the PROMOTER, properly signed by the ARTIST or his/her representative, no less than 60 days before the Festival commences.

5.8 The LEGAL REPRESENTATIVE shall procure that the ARTIST observes all applicable Spanish laws and local regulations during ARTIST's visit to Spain for the purposes of the performance.

5.9 The LEGAL REPRESENTATIVE on behalf of the ARTIST and, where applicable, any additional performers appearing with the ARTIST at the performance, irrevocably grants all due and/or necessary permissions to the PROMOTER to: i) film and record the performance, all such audio and/audio visual recordings in any format howsoever being the absolute property of the PROMOTER (the "Recordings"); ii) to copy the Recordings as many times and in as many quantities as the PROMOTER deems necessary for its exploitation of the same; and (iii) to exploit the performance and the Recordings by any means now known or hereafter invented, including, without limitation, the right to broadcast the same live on radio and/or on all forms of audiovisual media now known or hereafter invented, and to authorise other parties to do any of the same, throughout the world and for the full duration of any rights of any nature howsoever in or to the same. The Fee includes any and all remuneration due to the ARTIST and any such additional performers, in relation to the grant of such permission.

#### 6. PROMOTER obligations:

6.1 The PROMOTER agrees to provide an adequate PA system and stage lighting system as well as sufficiently experienced lighting, mixing and sound technicians as necessary for the performance. All technical requirements of the ARTIST, including technical personnel requirements, that exceed those provided by the PROMOTER in this Clause 6, will be at the LEGAL REPRESENTATIVE's own cost and responsibility in all respects howsoever, the PROMOTER being entitled to deduct from the Fee any costs that it incurs in the event that it hires, rents or purchases any of same for the ARTIST's performance.

6.2 In the event that the ARTIST has any specific lighting, mixing, stage or sound instructions to give to the PROMOTER's technicians, it will ensure that the same are communicated in writing to the PROMOTER, or its designee for such purposes, at least 30 days before the commencement of the Festival, the PROMOTER having the right to reject or ignore such instructions in the event that they are, in the opinion of the PROMOTER, unreasonable.

6.3 The PROMOTER will inform the ARTIST of the timing for the line check in advance of the day of the performance and the LEGAL REPRESENTATIVE will procure that the ARTIST duly completes the line check at the appointed time.

6.4 The PROMOTER will provide an adequate dressing room to the ARTIST near the stage on the performance day.

#### 7. Representations, warranties and indemnities:

7.1 The parties mutually represent and warrant that the signatories appearing at the bottom of this agreement are duly authorised to execute this agreement on their respective behalves.

7.2 The LEGAL REPRESENTATIVE represents, warrants and covenants that:

- a) by written contract with the ARTIST and, where applicable, any additional performers appearing with the ARTIST at the performance, it is fully entitled to enter into this agreement and each of its provisions on behalf of each of the same and that the PROMOTER need not conclude any agreement with any of the same in order to secure the practical and legal effect intended by this agreement and each of its provisions; upon request by the PROMOTER the LEGAL REPRESENTATIVE shall procure from the ARTIST the ARTIST's signature to any document required by the PROMOTER in order to effectively consummate the same;
- b) that there are no agreements with any third parties, including, without limitation, any exclusive recording agreements between the ARTIST, any such additional performers and any record companies, which will prevent, restrict or otherwise interfere with the practical and legal effect intended by sub-paragraph a) immediately above;
- c) without limitation to any of the other provisions of this agreement, other than pursuant to Clause 4 above, that the LEGAL REPRESENTATIVE shall be responsible for all payments to the ARTIST and, where applicable, any additional performers appearing with ARTIST at the performance and any additional technical personnel referred to in Clause 6 above, and that none of the same shall look to the PROMOTER for payment of any kind howsoever in relation to the performance;

7.3 The parties agree to mutually indemnify and hold each other, their affiliates and employees harmless from and against any and all loss, injury or damage (including, but not limited to, any reasonable attorneys' fees) occasioned by any and all claims, demands or causes of action arising as a result of a breach of any of the respective representations, warranties or covenants of the parties under this agreement.

#### 8. Cancellation and Termination:

Without limitation to any of the PROMOTER's other remedies at law or otherwise, the LEGAL REPRESENTATIVE shall return any sums paid to it hereunder upon demand and shall not be entitled to any further sums otherwise outstanding hereunder in the event of:

- a) the performance being cancelled by the PROMOTER owing to reasons beyond its reasonable control;
- b) this agreement being terminated by the PROMOTER following a material breach of any of its terms by the LEGAL REPRESENTATIVE; and
- c) the ARTIST being unable to perform at the Festival for reasons of illness, disability or any other reason howsoever.

9. Promotion of the Festival:

The PROMOTER may use the name, likeness and/or logo of the ARTIST on and in connection with any Festival advertising and publicity, and on the stage or on any visible place within the Festival site, either independently or together with the Festival's corporate sponsors.

10. Law and Jurisdiction:

This agreement shall be governed by Spanish Law and shall be subject to the exclusive jurisdiction of the courts of Madrid.

Read and agreed to:

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

For and on behalf of

**THE LEGAL REPRESENTATIVE**

(As legal representative for the ARTIST for all matters set out herein).

Signed \_\_\_\_\_

((festival director)99

For and on behalf of

**THE PROMOTER**

((Name of the Society)))