



Contract IC111122

Agreement made between

Domicil gGmbH

Waldo Riedl
Hansastraße 7-11
44137 Dortmund, Germany
VAT DE31759421709

hereinafter referred to as **PROMOTER**

and

Isaiah Collier

hereinafter referred to as **ARTIST**

represented by

JAW Family

Thomas Vermynck
Ossastraße 43
12045 Berlin, Germany
VAT DE299539748

hereinafter referred to as **AGENCY**

1 | ENGAGEMENT

. It is agreed that the Promoter engages the Artist under following conditions:

Artist: Isaiah Collier & The Chosen Few

Travel Party: 4+1

Venue: Domicil

Date: Friday, November 11 2022

City: Dortmund, DE

Set: one

OFFER: €3.000 net of all taxes and bank charges (including travel)

Covered on top by promoter for the whole travel party at no cost: PA/Lights, ground transportation international airport or train station <> hotel <> venue, 1x night Hotel as per rider, diner, tech & hospitality rider, local taxes if applicable such as but not limited to ASt. Soli, KSK or GEMA.

Payment conditions:

50% deposit two months before the show - September 11

50% balance to be paid three weeks before the show - October 19

. PROMOTER will communicate the exact itinerary (in form of an A4 document) to the AGENCY no later than one week before the date of performance mentioned in 1.a. They shall provide complete necessary information with contacts needed for the event. Any changes in the itinerary should be sent to the AGENCY beforehand for written approval.

2 | PAYMENT

. The Full amount will have to be paid per bank transfer. No cash payment will be accepted unless otherwise specified. Please see below for details.

. The PROMOTER agrees that the total fee is payable net of all taxes such as VAT or withholding (local) tax | commissions and without deductions of any kind of bank charges. The PROMOTER is responsible for declaring those amounts to its Financial Institution and agrees to pay all resulting amounts due such as foreign artist's income tax and similar in its country of residence.

3 | CONDITIONS

. The PROMOTER agrees to pay the above mentioned amount net of all taxes upon invoice receipt and agrees to send the AGENCY a proof of payment in due time.

. If the AGENCY does not receive the full net fee upon execution of this agreement, the AGENCY has the right to cancel the performance mentioned in 1. unless the PROMOTER shows appropriate proof of payment within three (3) days from show. If the AGENCY does use the right to cancel the performance, neither the AGENCY nor the ARTIST shall be responsible or liable in any way for any damage, loss, or consequences suffered by the PROMOTER and/or third parties.

4 | TRAVEL & ACCOMMODATION

. Any applicable Travel & Accommodation options must be cleared and agreed by all parties between , before booking. Any unsuitable travel and/or accommodation without the written agreement of the AGENCY may result in cancellation at the expense of the PROMOTER. A Travel and or Accommodation Buy-out can also be requested by the AGENCY to the PROMOTER in some cases.

. PROMOTER shall provide at its sole cost and expense all necessary ground and roundtrip transportation (airport/train station-hotel-venue, vice versa) commencing upon ARTIST's arrival for the event and until ARTIST's departure following performance. Transport must be licensed, insured and punctual. Public transport is not an option unless discussed with ARTIST or the AGENCY at least 1 month prior to show. A taxi is only acceptable in case agreed upfront by the AGENCY and when the taxi service is prepaid.

5 | PROMOTION AND RECORDING

. There shall be strictly no advertising of the ARTIST's performance until the PROMOTER has signed the contract and the deposit has been received. It is agreed that in any promotional material (flyers, posters, new media) ARTIST shall be represented as stated in 1. Project name. Proof of all promotional and publicity material must be sent to the AGENCY at least 3 weeks before the agreed show for prior approval before public use. Subject to express contrary agreement, no images sourced via the Internet or any other unauthorised channel may be used for promotional purposes.

. It is agreed that no portion of the ARTIST's performance shall be broadcasted, recorded or reproduced without any agreements. This includes all formats in sound or film and shall only be permitted with written approval by ARTIST, ARTIST's management &/ or the AGENCY.

. PROMOTER is liable for clearing any audio and performance rights to be paid during the ARTIST's show and/or for any audio and performance rights used by the ARTIST to promote the event. This means the PROMOTER is to pay the relevant copyright societies in order to be entitled to distribute copyright protected recordings of the ARTIST's performance.

6 | NON-PERFORMANCE

. In the event of a cancellation resulting from the Covid-19 pandemic, administrative measures related to it or from Force Majeure (e.g. earthquake, fire, act of god, civil tumult, strike, epidemic, pandemic, war or emergencies etc.), it is understood and agreed that: (1) there shall be no claim for damages by either party regarding the show (2) the portion of the artist fee for such performance that has been paid by the PROMOTER and received by the AGENCY shall be promptly returned to the PROMOTER (3) both PROMOTER and the AGENCY obligations to the cancelled show shall be revoked. However, the obligation to pay the booking fee to the AGENCY remains unaffected. The ARTIST will withhold expenses, such as travel ticket costs and hotel reservations that occurred on their side prior to the cancellation. (4) PROMOTER, ARTIST and the AGENCY will engage professionally to make everything possible to organize a new rescheduled or alternative date as soon as possible (a later date or next

year's edition in case of a festival) where the performance can happen to ensure as less harm as possible to the PROMOTER, ARTIST or the AGENCY.

. If as a result of mismanagement of the event by the PROMOTER the agreed show is made impossible, this agreement shall be deemed void. The ARTIST should receive written notice of such cancellations. Upon written notice, the PROMOTER agrees to pay the AGENCY full amount of the net fee agreed for the cancelled show. Upon payment of this cancellation fee, neither parties shall have any claims against or liability to the other for any damages or costs relating to the cancelled show. In the case that the PROMOTER has already paid the amount stated in article 2. such payment will be deemed the cancellation fee. The PROMOTER shall be liable for the expenses such as travel ticket costs and hotel reservations that occurred prior to the cancellation of the event, and the obligation to pay the booking fee remains unaffected.

. In regards to the event of sickness, accident to ARTIST, or other cause beyond control of ARTIST (such as but not limited to travel cancellations/delays), it should be understood the ARTIST shall not be required to perform the scheduled event under this agreement and neither the ARTIST nor the AGENCY shall be liable for any losses suffered by the PROMOTER. The PROMOTER agrees to release the ARTIST without them holding any liability, and the obligation to pay the agreed booking fee will remain unaffected. The ARTIST has accepted to perform with honest intentions and will use their best endeavours to fulfill the agreement.

. In the result of non-performance relating to complications concerning ARTIST or the AGENCY (such as the misfortunate case of forgetting a show, miscommunication of information from booker to artist), the PROMOTER shall be reimbursed the agreed booking fee and any withstanding amounts already transferred to the ARTIST.

. Notice of cancellation shall only be accepted as received if it is delivered in writing to the AGENCY via a certified or registered mail (return receipt requested) and the date of the AGENCY receipt shall be deemed the date of delivery.

7 | VISA, PERMITS, LICENSE

. The PROMOTER shall agree to processing ARTIST and ARTIST's travelling party at its sole expense, including all necessary visas, working permits/licenses in connection with the confirmed show in good time. The PROMOTER acknowledges that the ARTIST does not assume any responsibility for the payment of any fees required in this contract in this respect.

8 | INSURANCE

. The PROMOTER agrees to provide complete general liability insurance including without limit a coverage to protect against any and all injury to persons or property as a consequence of the installation and/or its employees, contractors and agents. The PROMOTER also agrees to provide full all-risks insurance coverage for all equipment (incl. instruments) provided by the ARTIST and/or their employees, contracts and agents against any type of act/event causing harm, damage or the loss of the equipment provided. The insurance certificate should be provided to the AGENCY & ARTIST upon request.

9 | CONFIDENTIALITY OF CONTRACT

. PROMOTER confirms that he/she shall not, except with interest that has prior written consent of the AGENCY at any time, shall directly or indirectly disclose, reveal, publish, transfer or use any aspect of this contract. The following signature confirms that both parties have read and approved all pages of the contract regarding the aforementioned show.

10 | MISCELLANEOUS

. All disputes over this agreement shall be exclusively governed by the laws of Germany and the parties shall solely submit to the jurisdiction of the courts of Germany.

Please sign and return this contract within 2 weeks of issue date.

Made in duplicate in Berlin, Germany on September 19th, 2022



Thomas Vermynck
Name & Signature
AGENCY | ARTIST

domicil
21.10.22
1822 world music avantgarde
iA: 
Name & Signature
Dortmund
Name & Signature
PROMOTER