



By checking the box: general terms & conditions you agree to the following terms and conditions to this booking

This agreement ("Agreement") is mutually agreed upon by the Artist and the Promotor.

### 1. SERVICES TO BE PROVIDED BY ARTIST / BAND / DJ

a) Provide a DJ or Live set appearance at a dance party ("Event") + Give permission to use the Artist Name for promotion of this event

### 2. SERVICES TO BE PROVIDED BY THE PROMOTER

a) Promoter agrees to provide all entertainment at the Event other than Artist / Band / DJ.

b) Promoter agrees to provide a venue for the Event, all necessary permits and licenses to lawfully conduct the Event, including obtaining and paying all work visas for Artist / Band / DJ as necessary, and all equipment for the operation of the Event and the performance by Artist / Band / DJ.

c) Promoter agrees to make any and all necessary arrangements for prompt payment of airline costs incurred in Artist / Band / DJ's transportation to and from Event:

d) Promoter agrees to provide Artist / Band / DJ hotel accommodations with a checkout time no earlier than three (3) hours before the airline departure time, consisting of 1 room for a period of 1 night.

e) Promoter agrees to provide transportation, car service, or shuttle for Artist / Band / DJ to and from airports and Event location. If Artist / Band / DJ handles any transportation costs, Promoter agrees to promptly reimburse Artist / Band / DJ for the reasonable costs of such transportation.

f) Promoter agrees to provide a sober, (i.e. not intoxicated or inebriated by alcohol, narcotics and/or otherwise), responsible, trusted person ("Driver"), in their employ to escort Artist / Band / DJ to and from hotel, airport, venue, etc as well as to assist her in the event of problems checking in hotel, getting in venue, boarding flight, etc.

g) Driver is required to remain "on call" by way of cellular communication and/or pager throughout the duration of Artist / Band / DJ's stay, be in possession of a valid driver's license, hold current auto insurance on vehicle driven in amounts customary and reasonable and be in possession of detailed directions both to, from and including hotel, airport and Event location.

### 3. COMPENSATION OF ARTIST / BAND / DJ

a) Promoter shall pay Artist / Band / DJ the sum of the agreed fee in EURO ("Fee") for the rendering of service(s) hereunder. Payment, along with any correspondence pertaining to this Agreement is to be mailed to: [flor@da-rick.com](mailto:flor@da-rick.com)

b) Promoter shall pay promptly the sum total of all receipts for lodging Artist / Band / DJ unless either Promoter or Artist / Band / DJ has made other arrangements or reservations to accommodate Artist / Band / DJ.



c) Promoter shall pay Artist / Band / DJ 30 percent of the Fee as a good faith non-refundable deposit no later than two weeks after receipt of this contract in order to secure booking engagements. Payment should be made in the form of banktransfer.

d) Promoter shall pay Artist / Band / DJ the remaining Fee no later than one 2 weeks before the show in € unless otherwise agreed, and prior to the commencement of Artist / Band / DJ's performance.

e) Promoter shall not offset any expenses or taxes of any type against the Fee. 4.

#### CANCELLATION

a) In the event that the Promoter cancels the Event with at least 30 days prior notice from its scheduled Date and Time as detailed hereunder, no refund of any monies paid in advance to Artist / Band / DJ shall be made and the balance of the monies due to Artist / Band / DJ shall be waived.

b) In the event that within 30 days of the Event, as detailed hereunder, the Promoter cancels the Event or if the Event fails to happen for any reason including Act(s) of God and/or closure by any local, state, or EU Law the full amount due shall be payable to Artist / Band / DJ.

c) Notice of cancellation in advance shall be deemed received only upon direct email contact between Artist / Band / DJ and Promoter.

d) It is hereby agreed and understood that should Artist / Band / DJ fail to appear for reasons such as any Act of God, civil war, natural disaster or airline or other transportation problem over which Artist / Band / DJ has no control, this Agreement still stands.

#### 5. INVOICING AND PROMOTIONS

a) Artist / Band / DJ shall be billed on all promotional materials as the agreed "promotional name" of Artist / Band / DJ]

b) Promoter shall not represent Artist / Band / DJ on any promotional materials through the use of derogatory descriptions, gender specific terms or unsuitable images (such as obscene, violent or degrading depictions of women). Any questions regarding the appropriateness of a word, phrase or image should be directed to Artist / Band / DJ.

c) The production of and/or distribution of any/all promotional materials displaying Artist / Band / DJ's name(s) or likeness prior to Artist / Band / DJ being in receipt of the deposit required by paragraph 3(c) is unacceptable.

d) Promoter agrees to provide Artist / Band / DJ with copies of all promotional material involved in Event, such as fliers, posters, advertisements, photographs, video and audio recordings, within one week of end of Event.

#### 6. EQUIPMENT PROVISIONS

a) Equipment shall be provided by the Promoter as described in the 'technical rider'.



## 7. MISCELLANEOUS

a) Promoter indemnifies Artist / Band / DJ from any liability arising from actions of the Event Promoter, or Promoter's officers, directors, shareholders, principals, employees or agents, or arising out of the Event itself.

b) In the event that any legal action is brought against Artist / Band / DJ as a result of the Event Promoter, or Promoter's officers, directors, shareholders, principals, employees or agents, or arising out of the Event itself, Promoter agrees to bear all costs associated in the defence of itself and Artist / Band / DJ in such action(s).

c) This Agreement may be changed only by mutual agreement of authorized representatives of the parties in writing.

d) This Agreement and conduct pursuant thereto shall be governed in all respects by the laws of Belgium without reference to its principles of conflict of laws. Any disputes between the parties as to the Agreement shall be litigated before a court in Belgium

and each party hereto consents and submits to the jurisdiction of such court over such dispute.

e) If Promoter signs below as any entity other than himself or herself as an individual, Promoter agrees that s/he is lawfully authorized to enter into this Agreement on behalf of such entity and that the entity represented is in good standing with any local, state, EU jurisdictions.

f) In the event that (1) Artist / Band / DJ is advertised for event but is not sent deposit or (2) proper travel arrangements to secure the booking have not been made, Promoter agrees that it is responsible for paying Artist / Band / DJ the full amount of the deposit regardless of whether Artist / Band / DJ is present at event. This payment should be sent via overnight express delivery no later than one (1) week following the event.

g) Promoter is to ensure that no other person other than the Artist / Band / DJ and/or Event technical staff are to enter stage/DJ booth area, at any time, before and/or during Artist / Band / DJ's performance.

h) Promoter is required to fulfill all of Artist / Band / DJ's reasonable requests in regards to food and beverage needs and guest list privileges at the Event.

i) The number of persons attending Event shall not affect the said terms and conditions contained herein.

j) Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

k) This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party to this Agreement. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.



l) This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.