

## General Terms and Conditions of the music agency Buchmann&Kaspar OG 2016

Company:	Music agency Buchmann&Kaspar OG
Registered business office	Vienna, Austria
Business address:	Dernjaccgasse 2/6/24, 1230 Vienna, Austria
Trade registration number:	FN 172016 s
Tax office reference number:	1526108
Sales tax identification number:	ATU50990307

- 1) The Promoter commissions the music agency Buchmann&Kaspar OG to perform the musical concert as described in the offer at his own risk according to the provisions of this general terms and conditions:
- 2) **Professional fee**
  - a) The Promoter covenants to pay the professional fee according to the offer above excluding any taxes, dues and charges to the music agency Buchmann&Kaspar OG in any case.
- 3) **Terms of payment**
  - a) The Promoter covenants to pay the music agency Buchmann&Kaspar OG 100% of the agreed fee according to paragraph 2) no later than 14 days before the date of performance.
  - b) The above mentioned payment has to be made exclusively to the bank account of the music agency Buchmann&Kaspar OG discharging of debt: bank: Dornbirner Sparkasse, bank code: 20602, account number: 23 90 61 IBAN: AT532060200000239061, BIC: DOSPAT2DXXX
  - c) In case of delayed payments the music agency Buchmann&Kaspar OG reserves the right to charge default interests of 10% (ten per cent) from due date.
    - i) It is considered as agreed upon that special discounts are granted exclusively with payment on the due date. In the case of the delay of payment the standard fee is charged for in accordance with point 3) a).
  - d) The contracting parties mutually agree:
    - i) In case of a cancellation of the performance 21 days prior to the due date, a penalty payment of 50% of the agreed fee will be paid to the other party. In case of a cancellation within 21 days of the performance, a penalty payment of 100% of the agreed fee will be paid to the other party.
    - ii) In case of gross breach of the general terms and condition a contractual penalty of the same amount as the fee mentioned in the offer will be paid. This does not affect any claims of compensation.
- 4) **Transfer**

In case transfer is needed if the venue is outside of Vienna, transfer will be stipulated by contract.
- 5) **Board und Lodging**

In case board and Lodging is needed if the venue is outside of Vienna, board and Lodging will be stipulated by contract.
- 6) **Dressing room, Catering and parking space**
  - a) Dressing room
    - i) The Promoter provides a clean, convenient and heated dressing room for the musicians (men and women are separated) that is inaccessible to others and sufficiently equipped with chairs, tables, a mirror, toilets and washing facilities.
  - b) Catering
    - i) The Promoter provides catering for the entire ensemble. Sufficient quantities of beverages, coffee and one warm meal per member of the ensemble.
  - c) Parking space
    - i) The Promoter guarantees one parking space for the musicians at the entrance for the entire duration of the performance

## 7) Requirements for the stage, the technical equipment and the venue

- i) The Stage with the size agreed upon by both contractual partners must be heated and will be provided by the Promoter.
  - ii) The Promoter provides protection of sun, rain, and insects.
  - iii) The Promoter takes full responsibility concerning the safety of the performing ensemble at the venue. Persons that are disturbing the performance are to be removed from the venue on request of Music agency Buchmann&Kaspar OG.
  - iv) The Promoter will provide chairs without armrest and if required stools for the contrabass players.
  - v) If not otherwise expressly agreed, the promoter will provide height-adjustable music stands with lights.
  - vi) The music agency Buchmann&Kaspar OG will provide the music instruments, if not otherwise expressly agreed in the offer.
  - vii) The eventually required sound and light equipment (according to the technical rider provided by the music agency Buchmann&Kaspar OG) will be provided by the Promotor as well as the sound and light technicians needed.
  - viii) The Promoter commits to have finished the set up of the sound system and light system before the start of the sound check.
  - ix) People that are participating in the event and might be visible to the audience have to be dressed elegantly.
- b) Soundcheck / Handymen
- i) One hour before the beginning of the sound check and right after the performance the Promoter will provide a handyman who is able and well-informed about the whereabouts and who will help the music agency Buchmann&Kaspar OG to set up and remove their instruments and equipment. The Promoter guarantees free access to the venue hall, the stage and the electrical power supply at least one hour before the beginning of the sound check.
  - ii) The Promoter guarantees that the ensemble will have the opportunity to make a sound check without any interruptions at least one hour before the admission of the audience.
  - iii) The music agency Buchmann&Kaspar OG guarantees the completion of the sound check at least before the admission of the audience.

## 8) Copyrights / Note material

- a) All copyrights and any further protective rights concerning the works and composers of the performed pieces remain owned by the music agency Buchmann&Kaspar OG.
- b) The Promoter guarantees to prohibit the recording of images and sounds with whatever technical device during rehearsals or the performance of the concert. The Promoter takes all necessary measures to meet this agreement.
- c) The Promoter registers the performance according to the legal provisions and regulations of the AKM (GEMA) and pays all musical fees required by those laws.
- d) Sheet music for the conductor, all instruments and vocalists
  - i) Standard program is provided by the music agency Buchmann&Kaspar OG.
  - ii) Special program has to be provided by the promoter. In case the music agency Buchmann&Kaspar OG organizes the note material for a special program, the promoter has to pay for all additional costs.

## 9) Anticipated cancellation of the contract

- a) The music agency Buchmann&Kaspar OG is authorized to cancel their part of the contract when serious cause is shown. Especially the following reasons will be seen as serious cause:
  - i) If the payment is not made on the due date according to paragraph 3) a)
  - ii) Violation of the agreements concerning dressing room, catering and parking space according to paragraph 6) of the general terms and conditions.
  - iii) Violation of agreements concerning the requirements of the stage, the technical equipment, and the venue according to paragraph 7) of the general terms and conditions.
  - iv) In the case of force major such as civil unrest, war, civil war, natural events such as earth quake, flooding or fire, unforeseen governmental intervention and the like.

- b) In the case of paragraph 9) a) i) the music agency has to send a written warning before rescinding the contract and has to grant a period of grace lasting for seven days after the sending of the written warning.
- c) In the case of paragraph 9) a) ii) to paragraph 9) a) iv) the cancellation does not require any reminder or the granting of a period of grace.
- d) Anticipated cancellation of the general terms and conditions does not affect any claims of the music agency Buchmann&Kaspar OG concerning fulfilment, warrant and/or compensation for damage.
- e) Due to abandonment of the right of anticipated cancellation in spite of a serious case shown, the music agency Buchmann&Kaspar OG does not withdraw, nor by mere conduct, from its rights or claims, especially concerning fulfilment, warrant and/or compensation.

## **10) Modifications and supplements**

- a) Apart from the general terms and conditions no other oral or written agreements may exist. Any agreements made before the signing of the general terms and conditions, that are contradictory to this contract, become invalid at the signing of this contract.
- b) Modifications or supplements of the general terms and conditions must be drawn up in written form.
- c) The music agency Buchmann&Kaspar OG guarantees to provide adequate substitutes in case of the illness of one or more musicians, if the notification of sickness is made in sufficient time.

## **11) Place of jurisdiction**

- a) Both parties agree that all possible differences arising from the general terms and conditions will have Vienna, Austria as place of exclusive jurisdiction.
- b) Substantive law of Austrian jurisdiction will be applied.

## **12) Miscellaneous**

- a) The agreements and contents of this offer and of the general terms and conditions are to be kept confidential.
- b) Both parties undertake vice versa to transmit this agreed terms on to its possible legal successor.
- c) The Promoter and music agency Buchmann&Kaspar OG are liable to each other with regards to obligations arising from these agreed terms and concerning all mentioned paragraphs, independently of fault, following general principles of compensation.
- d) The Promoter organizes the musical event on his own account and at his own risk, being aware of his legal duties towards legal authorities and will meet these obligations in full.
- e) The Promoter bears the unlimited economical risk of the musical event. The music agency Buchmann&Kaspar OG does not incur any liability for the usability or the application of the event.
- f) All possible cost and expenses arising from consulting any legal or fiscal advice are at the own expenses of each party.
- g) Any costs, charges or fees arising from the implementation of the event described in this contract are at the promoter's own expenses. The promoter shall indemnify and hold the music agency Buchmann&Kaspar OG harmless from and against any claims.