

AGREEMENT

Nickelblack Tribute Band

Between V1 : Nickelblack
 Alessandro Armuschio
 Via Valdellatorre 231
 10091 Alpignano (TO)

intermediary: B Musik Management

and the promoter V2 : Pirates AG
 Überlandstrasse 14
 8340 Hinwil

here-in-after referred as V2

V2 engages the artist NICKELBACK upon the terms and conditions set out below for the following performance:

date: 04 of April 2020
city: HINWIL / Schweiz
venue: Pirates
show time:

Band Fee: 1280,00 Euro

Productions Fee : 320,00 Euro

Complete Fee: 1600 Euro

320,00 € Plus 0 % Tax of the guarantee has to be paid in advance immediately after signing contract according to the invoice, by B Musik Management. The guarantee must be paid till 15.03.2020

The Rest of 1280 € Plus must be paid 2 hours before the Show!

The fee is net and free of all local taxes.

V1 Band pays the following costs:

- band/crew / Backline
- Travel Cost

V2 pays the following costs:

- Production costs (PA, lights)
- any local expenses
- expenses for the fulfilment of the Artist's rider
- full catering for band and crew (4 persons)
- performing rights, Foreigners Tax, KSK

V2 is responsible for obtaining all official permits for the show (working permits, night-driving permits, etc.). All necessary costs are local costs and have to be paid by V2.

In any case V2 is responsible to declare the withholding tax. If the deal between V2 and V1 is net and free of all local taxes V2 has to pay the withholding tax on top of the fee. Then V2 has to declare the tax before the show. At the show-day V2 hands over the tax declaration and a confirmation of the payment. If a percentage share has been agreed, V2 declares the withholding tax immediately after the show and sends tax declaration and confirmation of payment to the Nickelback office.

In case the promoter deducts the withholding tax, V2 is allowed to deduct the tax from the fee only and not from other costs like for example hotel and/or catering.

V1 has the right to invite guests for the show. V1 provides a guest list and passes.

V2 provides a completely safe and dry stage. V2 is responsible for all damages of equipment from V1. He is also responsible if there is no security available and if parts of the equipment will be stolen.

V1 has the exclusive right to sell non-food items free of any charge. V1 has the right to set up his own merchandise area without any charges of the promoter or other local people. V2 assists to organize 5 tables free of charge. If there are other bands on the bill they are allowed to sell their own merchandise.

In case V1 is unable to play the show because of illness V1 is free of all commitments. V1 has to prove this in between 5 days after the scheduled show with a medical certificate. In this case V1 and V2 have to do their best to organize another show day with the same terms of the contract. Both sides (V1 and V2) are responsible for their own costs. Already paid flight tickets are NOT refundable. In case V2 wants to refund the money we can offer an insurance to cover the flight costs in case of illness of V1. The promoter has to inform us about it and to pay for the insurance.

In case the show must be cancelled because of reasons for which V2 is responsible or other reason caused by V2, he has to pay the agreed guarantee. If there is a percentage share without guarantee agreed or the guarantee is less than 1600,- Euro V2 has to pay a minimum amount of 1600,- Euro. In case V1 has to cancel the show without reason the artist has to transfer back the deposit.

V2 takes the internal and personal risk for the regular transaction of the performance. V2 is obligated to close a liability insurance referring to the performance mentioned in the contract including V1 as well.

Both contract partners guarantee to keep absolute silence about the details mentioned in this agreement.

Acts of God release both contract partners from this contract without further consequences.

No non-written agreements have been made are not taken. Any changes and/or additions to the present contract always have to be made in writing.

If there are some regulations in the contract which are contestable or inoperative, the validity of the contract shall still be effective. Such an ineffective regulation has to be replaced by a legal permissible regulation.

The legal domicile is Milano. We only apply Italy law.

V2 guarantees with the signature that V2 has the full legal capacity. Is V2 underage, the legal representative has to sign the contract.

The contract partner, here-in-after referred as V2, stand surety for the fulfilment of the contract, especially for the payment of the fee with the private property as well.

V2 guarantees with the signature below that V2 has read the complete contract, that V2 has understood and accepts the above-mentioned agreement.

The promoter guarantees to send this contract back to the Band / B. Musik later than__30.8.2019_____

If B Musik or Nickelback is confronted with the payment claim of the KSK or GEMA etc., the organizer is obligated to repay the amounts incurred. The concluded with the band performance contract is a service contract for the purposes §§ 611, 612 BGB and no employment contract in the tax and social insurance.

Musicians make her Tax Fee as independent and entrepreneurs who live in Italy and pay her sums.

City/Date:

City/Date:20.08.2019

The promoter (V2)

.i.o. B. Musik (V1) for Nickelblack

