

Terms and Conditions

Regulates the cooperation between artists and event organizers mediated by the agency

1. Contract Design

1.1 The conclusion of contracts between the artists, represented by the artist agency, and the event organizer about the services to be rendered by both parties, as well as changes and/or additions to these, require the written form.

1.2 Deviating terms and conditions of the event organizer only apply if confirmed in writing by the artist, represented by the agency. Conflicting terms and conditions of the event organizer are hereby expressly rejected. A contractual relationship is only concluded on the basis of these general terms and conditions.

2. Services of the Artist Agency

The artist agency ensures that the artists are committed to top performance, professionalism and positive work ethic.

3. Performances of Artist Services

3.1 The artist provides the requested services personally. If an appointment for the provision of the service by the Artist cannot be enforced due to force majeure, illness, accident or other circumstances for which the artist is not responsible, the artist, represented by the artist agency, shall be entitled, to the exclusion of any liability for damages, to replace himself with a substitute artist of equal ability or to designate an alternate date for which the artist can provide the service.

3.2 The scope, form, subject matter and goal of the artistic services are set out in the contract of engagement (booking confirmation) and are known to the event organizer. The artist can freely decide how to perform the requested services. The artist is not subject to any instructions regarding the scope of the work given by the event organizer or a third party, only by the artist agency.

3.3 The artist agrees to the processing of his personal data as far as this is necessary for the purpose of the contract. In this context the artist also agrees to the taking and possible publication of photos and videos, for which the artist makes himself available, if necessary. The publication of the photos/videos on the internet and in multimedia works by the event organizer requires the expressed written consent of the artist, represented by the artist agency.

4. Obligations of the Event Organizer

4.1 Unless otherwise stipulated in this contract, the event organizer shall carry out the event in his own name, use his own invoices and pay expense. He is responsible for paying any taxes and other levies (e.g. so-called foreigner's tax, KSK) as well as the payment of fees for the performance of copyrighted works to collecting societies, in particular to GEMA. In the event of music being played within the scope of his performance, the artist undertakes to provide the organizer at the end of his performance with a list of the listed titles for settlement with GEMA or to certify that the music in question is GEMA-free (public domain).

4.2 The event organizer guarantees that a competent contact person will be provided for the artist at the venue and on the day of the event. This representative shall be deemed authorized to make or receive all necessary or relevant declarations to the artist.

4.3 The event organizer shall provide the agency with the necessary advertising material, press releases, etc. so the agency can fulfil its obligations. On request, the event organizer shall provide further information about the event to be held and the exact program outline for the artist.

4.4 The event organizer acknowledges the copyright of the works (CDs, DVDs, photos, etc.) created by the Artist. Reproduction and/or distribution of the aforementioned works by the event organizer require the prior written consent of the artist, represented by the agency.

4.5 By booking an artist from the artist agency, the event organizer agrees that the photographic, audio and video recordings of the artist recorded during the event may be used for the media and for advertising purposes of the artist.

4.6 The event organizer shall ensure that the technical requirements (Technical Rider) and catering (Catering Rider) requested by the artist/team are properly fulfilled. If the event organizer uses services of third parties for the execution of the event, he will select them exclusively to have the best possible execution of the event.

4.7 The event organizer is responsible for hotel reservations. The hotel bill (and any cancellations) as well as hotel expenses and travel expenses within the framework of the concluded engagement agreement (booking confirmation) shall be covered by the event organizer. The event organizer shall ensure that the requirements desired by the artist (Hotel Rider) are duly fulfilled.

5. Advertising

5.1 The event organizer will advertise/promote the artists of the artist agency in a manner customary in the industry - especially by stating the brand of the artist agency with the corresponding logo. Suitable picture material, free of rights of third parties, will be made available if required.

6. Other Publication/Utilization

6.1 Advertising for other products or services may only be published by the event organizer with the expressed written consent of the artist, represented by the artist agency in connection with the performance by the artist.

6.2 The event organizer is obliged to enforce injunctive relief against the exploitation of unauthorised acts of reproduction and exploitation. Upon request, the artist, represented by the artist agency, will grant the event organizer separate power of attorney.

7. Confirmation of Services

7.1 An artist can be placed “on hold” for 72 hours. If no decision has been made within 72 hours the artist is released of the hold. If the artist is selected the artist agency will send over the invoice & contract of engagement (booking confirmation) to the event organizer.

When an artist is booked through the artist agency, 50% of the fee is due for payment immediately prior to the booking. The remaining balance of 50% plus travel costs, expenses and the statutory VAT is due within 10 days after the performance of services. The booking is binding for the event organizer.

7.2 If no down payment of the invoiced amount has been made 7 days before the date of the event and the contract of engagement (booking confirmation) has not been signed & received by the artist agency, the event organizer is not entitled to the artist’s performance of services.

A postponement is possible up to 8 weeks before the originally agreed date.

A cancellation & full refund of the down payment is possible up to 8 weeks before the event. Up to 4 weeks before the booking the event organizer will be charged 50% of the fee. In case of cancellations less than 4 weeks before the event date, the fee is to be paid in full.

7.3 In the case of short-term bookings of less than 7 days prior to the event an artist can be placed “on hold” for 24 hours. If no decision has been made within 24 hours the artist is released from the hold. If the artist is selected by the event organizer the artist agency will send over the invoice via PayPal & contract of engagement (booking confirmation) to the event organizer.

The cancellation policy is:

- up to 72 hours notice = no cancellation fee
- 72 - 48 hours notice = 25% of artist’s day rate + 10% agency fee
- 47- 24 hours notice = 50% of artist’s day rate + 15% agency fee
- within 24 hours = 100% of artist’s day rate + 20% agency fee

If the artist agency sends over the invoice & contract of engagement (booking confirmation) to the event organizer and the event organizer fails to make the 50% payment and/or to return the signed contract of engagement (booking confirmation) up to 72 hours before the event then the artist agency is entitled to 20% agency fee since services have been performed by the agency.

8. Artist's Compensation & Agency Fee

8.1 The artist agency is authorized to invoice the artist's fee for the artist and to collect it on a fiduciary basis.

8.2 The mediation of an artist by the agency is covered when the event organizer pays the invoiced amount of artist fee and agency fee. A fee in the form of a commission is only paid by the mediated artist to the mediating agency by way of offsetting after invoicing.

9. Price Guarantee

In accordance with the price guarantee of the artist agency, the artist guarantees the intermediary agency and its clients the same fee rates as is the case when booked directly by the event organizer, in compliance with the non-competition clause set out in point 10.

10. Non-Competition Clause

10.1 The event organizer is obliged not to entice away the artist for himself or other event organizers by inducing them to breach the contract, not to circumvent the artist agency when booking the artist who directly or indirectly received contact with the event organizer through the agency, and not to use artist data himself or pass it on to other competitors.

10.2 There is the possibility of a "buyout" of the artist/model, which needs to be agreed separately.

10.3 In the case of a successful or attempted poaching, the agency is entitled to terminate the contractual relationship without notice.

10.4 In the event of enticement, the event organizer shall be obliged to pay damages. This shall also apply even if the poached artist/model does not perform services for the event organizer, but his termination is due to poaching activities of the event organizer or persons acting in his area of responsibility.

11. Duty of Confidentiality

All contracting parties are obliged, with regards to

- all business relations and other business or operational facts which become known during the cooperation
- artist fees and commission negotiations
- personal data of the artists

to maintain confidentiality even after termination of the contractual relationship. In particular, the event organizer is prohibited from discussing the artist fees with third parties.

12. Principles of Loyal Cooperation

12.1 The contracting parties shall work together cooperatively and loyally with the goal of an optimal placement of artists and shall inform each other immediately of any significant changes.

12.2 Disputes shall be settled fairly with the goal of reaching an amicable solution.

13. Contractual Penalty/Flat Rate Compensation for Damages

13.1 If the event organizer violates the contractual duty of confidentiality, the agency authorized by the artist can demand a contractual penalty in the amount of €3,000 for each case of violation without continuation context. If the organizer commits another culpable breach of contract, the agency authorized by the artist can demand a contractual penalty of €5,001.

13.2 The proof of a lower damage remains open to both parties. The assertion of further damages is not excluded by the aforementioned damage lump sums.

14 Exclusion of Liability

14.1 With the exception of damages resulting from injury to life, body or health, the artist excludes his liability towards the event organiser for any damages, which are not based on an intentional or grossly negligent breach of contract by the artist or the agency or a legal representative / vicarious agent. The claim for damages for the violation of essential contractual obligations, however, is

limited to the foreseeable damages typical for the contract, unless another of the exceptional cases listed in p. 1 of this paragraph is also present.

14.2 The provisions of the foregoing paragraph 1 shall apply to all claims for damages, irrespective of their legal basis, in particular for defects, breach of duties arising from the contractual obligation or tort. The above provisions do not imply a change in the burden of proof to the detriment of the event organizer.

14.3 The event organizer is obliged to indemnify the agency and the artists against any claims for damages by third parties arising from or in connection with the event, unless such claims are based on intentional or grossly negligent actions of the artist, the agency or its vicarious agents.

15. Liability for Third Parties

15.1 The event organizer guarantees the insurance protection of visitors and artists on the day of the event. The insurance coverage for the artists also applies for traveling to the venue and return journey from the venue.

15.1 During the production/program, the event organiser is solely responsible for the behaviour of the visitors and for maintaining a safe distance from the artists and their performances and is therefore liable in the event of accidents caused by too close a contact.

16. Data protection

16.1 In order to fulfil the contractually agreed upon business purposes, the collection, processing and use of the transmitted personal data shall also take place in accordance with the relevant statutory provisions. Personal data are all data that can be personally related to the event organizer, e.g. name, address, e-mail address, payment data, ordered goods and services.

16.2 The agency is responsible pursuant to Art. 4 para. 7 DS-GVO.

16.3 Pursuant to Art. 6 para. 1 f) of the DS-GVO, the Agency has a legitimate interest in storing the personal data transmitted to it, which was collected for the purpose of processing the contract, for the duration of the contract processing, in order to have your contact data available for future orders.

16.4 The event organizer has the right at any time to object to the processing of personal data on the basis of Article 6 para. f DS-GVO and to give reasons for such objection.

The objection can be made in any form and should be sent by e-mail to Berlin@Prestige-Artists.com

If the event organiser objects, his personal data will no longer be processed unless the agency can prove compelling grounds for processing worthy of protection, which outweigh the interests, rights and freedoms of the event organiser or the processing serves to assert, exercise or defend legal claims.

16.5 In addition, the storage going beyond the contractual period is necessary for tax purposes, for the assertion of warranty claims and thus corresponds to the fulfilment of a legal obligation on our part pursuant to Art. 6 para. 1 lit. c DS-GVO.

16.6 The person subjected to data collection has the right to information pursuant to Art. 15 DS-GVO, the right to correction pursuant to Art. 16 DS-GVO, the right to deletion pursuant to Art. 17 DS-GVO, the right to limitation of processing pursuant to Art. 18 DS-GVO, and the right to data transfer

pursuant to Article 20 DS-GVO. The restrictions under §§ 34 and 35 BDSG-(new) apply to the right to information and the right to cancellation.

16.7 The event organizer's personal data shall not be passed on to third parties; the only exception to this shall be the passing on of such data to third parties involved in the execution of the contract within the framework of the execution of the contract (e.g. within the framework of the involvement of third parties in ticket sales in accordance with Section 4.). Data shall also be transferred to third parties involved in the performance of the contract in accordance with the statutory provisions of the Federal Data Protection Act (new) (BDSG-new) and Telemedia Act (TMG) as well as the Basic Data Protection Ordinance (DS-GVO). The scope of the transmission is limited to the minimum necessary for the execution of the contract.

16.8 The event organizer has the possibility to change or delete the data stored by him at any time. The right to delete the data stored by him does not exist if its deletion is contrary to legal or contractual retention periods, and also if the data is necessary for the establishment, content design or amendment as well as handling of the contractual relationship between him and the agent and must be stored for these purposes.

17 General Terms & Conditions (GTC)

17.1 If one of the GTC provisions should be null and void, the validity of the remaining provisions shall not be affected.

17.2 The terms and conditions and their implementation shall be governed exclusively by German law.

17.3 The exclusive place of jurisdiction for all claims arising from the contract associated with these Terms and Conditions and these Terms and Conditions shall be the registered office of the Artist Agency in Berlin.