

General provision JungleBookings 2024

Article 1 - Assignment

- 1.1 The artist will provide a performance at the time and place agreed in this agreement in accordance with the known assumed standards and the stated duration.
- 1.2 The Client declares that he is familiar with the performances, the repertoire and the usual sound volume (minimum 95dB(A)) at Artist performances. Content composition of the performance and its performance are determined by the Artist.
- 1.3 This agreement, as well as the appendices applicable to this agreement, are intended in their entirety to be taken over by intermediaries who act as intermediaries for third parties.
- 1.4 Waiting hours apply if the technicians are on location for more than 8.5 hours (time between arrival and departure). Costs €55 excl. 9% VAT (per hour/per crew member)
- 1.5 Break waiting times are a minimum of 15 and a maximum of 45 minutes. Costs if exceeded are €50 excl. 9% VAT per 15 minutes.
- 1.6 Between soundcheck and show a maximum of 3 1/2 hours. Costs if exceeded are €250 excl. 9% VAT per 30 minutes.
- 1.7 If the Client wishes to end the performance early, he is obliged to cancel the entire performance agreed amount to be paid at the agreed time.
- 1.8 Band completes backline and technique immediately after the show.
- 1.9 Changes to this article are always made in consultation with the Artist's management.

Article 2 - Payment

- 2.1 Submit it after signing the agreement and receiving an appropriate invoice the amount due in the assignment agreement, including VAT, on the date stated there to have been paid.

Article 3 - Other rights and obligations of the parties

- 3.1 It is not permitted to make sound and/or video recordings without prior notice written permission from Artist. Photographic images are no problem and should be made available free of charge to artists. Interviews are not permitted unless previously discussed with the Artist's management.
- 3.2 The Client will ensure the payment of any amounts due in connection with the performance music copyright (BUMA). If applicable.
- 3.3 The artist has the right to terminate this agreement without being obliged to pay any (damages) compensation to the Client, to cancel if the safety of the Artist, his employees and/or contractors is not guaranteed during the performance. In that case, the Client will nevertheless owe the full agreed compensation to the Artist.
- 3.4 At the request of the Client, the Artist will, if available, provide the logo, a photo and biographical information and provide details of the Artist to the Client for promotional use.

Article 4 - Liability

- 4.1 The Client is liable for any damage to persons or property of the Artist employees, employees and/or contractors that would be inflicted by the Client employees, associates and/or contractors and/or the public. The Client will object adequately to insure this liability.
- 4.2 Under penalty of forfeiture of any claim by the Client, the Client will bring in the Artist 2 (two) working days in writing, if the Artist has culpably failed to fulfill his obligations.

Article 5 - Force majeure

- 5.1 If the Artist due to force majeure, such as illness, accident, government measures, etc., is prevented from fulfilling his obligations, the Artist will inform the Client immediately.
- 5.2 Force majeure as referred to above has suspensive effect and the Client is therefore entitled to it right, taking into account the Artist's agenda, to attend the performance under equal conditions to take place within a period of six (6) months.
- 5.3 If the action cannot proceed as a result of force majeure on the part of the Client, then the agreement will be deemed to have been dissolved by operation of law and The Client will nevertheless continue to owe the agreed compensation.
- 5.4 **Government:** If the performance cannot take place due to measures introduced and applicable by the government at that time, e.g. the Covid-19 pandemic, the agreement will be deemed to have been dissolved by operation of law, on the understanding that the client must pay the total amount ex VAT. JungleBookings is owed as compensation for the services already provided to date and the payment to the Artist.

Article 6 - Suspension

If all general and specific provisions are not complied with, the Artist has the right to suspend action until the time when the relevant provisions have been met, this ter assessment of Artist's manager. If the Client remains in default and the action can be taken as If this does not start within 1 hour after the agreed time, the Artist is entitled to performance without the Client being released from the obligation agreed compensation.

Article 7 - Cancellation costs

If the Client cancels a performance outside the cases described in Article 6 Client owes the following compensation:

- In case of cancellation up to 6 weeks before the event date: 50% of the agreed buyout price.
- In case of cancellation between 4 and 6 weeks before the event date: 75% of the agreed buyout price.
- In case of cancellation 4 weeks or less before the event date: 100% of the agreed buyout price.

Article 8 - Final Provisions

- 8.1 If the Client does not have it within one (1) week after receipt of the agreement signed and returned to Artist, then any offer from Artist in connection with the performance is deemed to have been revoked and any agreement in connection with the performance becomes deemed to be dissolved with immediate effect.
- 8.2 Any amendment or addition to this agreement is only valid if and to the extent that it is agreed in writing by the parties.
- 8.3 Invalidity of 1 or more provisions of this agreement affects the validity of the agreement and other provisions.
- 8.4 Dutch law applies to this agreement. Disputes will be submitted to the competent judicial authority in The Hague.