



Gig Exposure
Chamber of Commerce no.: 69717745

Gig Exposure Terms and Conditions

By signing this agreement the Artist and the Client confirm to be of legal age.

Definitions

Artist

'Artist': a person or persons who enter this agreement, who will be taking care of the musical and/or artistic performance. The Artist can also be represented by his management. Unless otherwise stated in a written agreement, management of the Artist or the representative of the Artist are authorized to be a legal representative and to enter into agreements with and/or in name of the Artist and Gig Exposure.

Client

'Client': a natural or legal person who has sought mediation for a musical and/or artistic performance.

- 1.1 The Client is obligated to pay the amount due according to the agreed upon fees as mentioned in the contract.
- 1.2 The wages are, if not mentioned differently, in Euro's (€) excluding 6% or 21% VAT and excluding BUMA.
- 1.3 The signatories of this contract do not have the right to reduce or postpone payment of fees charged by Gig Exposure.

Obligations of the Artist

- 2.1 The Artist is obligated to be present with the whole crew and all the equipment minimally an hour before the start of the performance. Unless otherwise agreed upon.
 - 2.2 The Artist is obligated to stick to directions and instructions of the Client, within reason, and is obligated to perform to the best of his abilities.
 - 2.3 The Artist is obligated to turn in written proof of a physician in case of disease or sickness.
- 3.1 Gig Exposure will try to find a replacing Artist in case of sickness, accident and/or other unforeseen circumstances, in consultation with the Client.
 - 3.2 In case of unlawful conduct, the Artist is obligated to pay the gage and mediation costs to Gig Exposure. Starting from the date the Artist is in default of contract, the Artist is obligated to pay the legal interest and any additional costs, judicial as well as extrajudicial. Gig Exposure is entitled to charge the Artist at least 25% of the extrajudicial costs that are due (gage and mediation costs Gig Exposure) with a minimum of Euro 500,-.
 - 3.3 The Artist is also obligated to reimburse the contract and all the damages that are caused in full.
4. If an Artist unexpectedly has a performance for radio, television and/or abroad on a booked date, he is still obligated to honour the agreement. The Artist will, in cooperation with Gig Exposure and in consultation with the Client, try to find a replacing Artist for the agreed upon wages with a performance of comparable quality. However, in this case the Client is entitled to dissolve the agreement; the Artist or Gig Exposure will not be obligated to pay any compensation in this instance. Reimbursement of the mediation costs will never take place.
5. The Artist has the right to produce the sound volume he deems necessary, however this has to be done in consultation with the Client. The use of a so called sound limiter making it impossible to perform at an acceptable volume is not permitted. If there are other factors present that make it impossible to perform at an acceptable volume, the Client should make this known to Gig Exposure before the performance, yet at the latest before signing the agreement.
6. The Artist will take breaks with a maximum of fifteen minutes per hour, unless agreed upon differently with the Client.

Obligations of the Client

7. Any additional costs demanded by associations such as the Bureau of Music and Author's Rights (BUMA) will be charged to the Client.
8. The Client will inform Gig Exposure and/or the Artist about any detours, roadblocks or other road work that may hamper direct access to the location of the performance.
9. The room in which the performance will be held should have a decent and easily reachable place of loading and, unless otherwise agreed upon, the entrance to the location of the performance should be opened at least two hours before the start of the performance; there should also be a person of assistance available who is fully informed of all details of business.
10. The size of the stage will be determined in deliberation with the Artist, unless otherwise agreed upon.
11. If there is no loading site in the direct vicinity of the stage and/or if on the way from the loading site to the stage any form of elevators, stairs etc. need to be used, or other obstacles prevent direct access to the place of performance, the Client should inform Gig Exposure about this before the performance of the Artist, or at the latest before signing the agreement.
12. After unloading the cars, the Artist can park them within 50 meters of the loading site. Any parking costs will be charged to the Client, unless otherwise agreed upon.
13. In case the Artist needs to use stairs (of more than three steps) to get to the stage area of his/her performance with their equipment and there is no elevator available, the Client needs to notify the Artist and/or Gig Exposure well in time, and unless help is offered on the spot, extra costs for help with carrying the equipment may be charged to the Client.
14. The Client will make certain a reliable power supply is available of at least two free power groups 220 volts of 16 amperes. The power supply needs to be available within a radius of 5 metres of the exact place of performance.
15. Immediately after the end of the performance the Artist should be able to start packing up. Any costs made by waiting time will be charged, unless otherwise agreed upon.
16. If the agreed upon duration of attendance has passed, the Artist will charge an extra predetermined hourly wage, unless otherwise agreed upon.
17. For open air performances outdoor there needs to be a watertight and windproof roof with closed off sides and a closed off back, to prevent any damages to the equipment, instruments and/or other properties of the Artist by weather conditions. In the tent or under the roof there needs to be a pleasant temperature in which the Artist can work, and there needs to be a decent, level stage. Unless agreed upon differently in a written agreement.
18. In case an open air performance or a performance on board of a ship cannot take place or has to be cancelled because of bad weather conditions (which will be decided cooperatively by the Artist and the Client, and in case they cannot come to an agreement the opinion of the Artist is final), this does not relieve the Client of the obligation to pay the agreed upon wages in full. Gig Exposure also needs to be consulted.
19. If the performance is ended or forbidden by the police or fire department, for instance because the right permits are missing or because of noise complaints from residents, this does not relieve the Client of the obligation to pay the agreed upon wages in full.
20. In cases of emergency like fire, a natural disaster, war and other calamities, and also in instances like fights, throwing of beverages and other situations in which the instruments or installation might be damaged, the Artist is allowed to stop the performance, however this does not relieve the Client of the obligation to pay the agreed upon wages in full. Any damages will also be charged to the Client.
- 21.1 If the Client fails to sign the contract, or fails to return it signed or fails to return it per mail, then an email with confirmation about the booking of the Artist, act(s), entertainment or other specified services/bookings of the Client, send to Gig Exposure will be seen as binding.
- 21.2 Cancellation of the agreement by the Client can only be done on paper, addressed to Gig Exposure.

Payment conditions

22. In case the Client fails to pay in time, they are at fault. If the obligation of payment is not met after a notice of default, the Client is in default.
23. Complaints about invoices need to be filed on paper within 14 days of receiving the invoice.
24. Gig Exposure also has the right to suspend any of the obligations in the agreement, after a notice of default but without a legal intervention, by creating a written statement in which the agreement is annulled.
25. These rights are also applicable to Gig Exposure in case the Client is declared bankrupt, in case the WSNP (Wet Schuldsanering Natuurlijke Personen) is applicable, if the Client applies for an official moratorium, if the company of the Client is liquidated or – in case the Client is a legal person or corporation – if one or more of the partners of the Client quit, the statutes and/or regulations of the Client are adjusted or if the Client decides to end or liquidate his company.

26.1 In case of cancellation costs will be charged according to the following scheme. The following percentages of the agreed upon gage will be charged and are claimable immediately. Unless otherwise agreed upon.

In case of cancellation by the Client within:

One (1) month or shorter 100%

One (1) to three (3) months 75%

Three (3) to five (5) months 50%, more than five (5) months – 25%

26.2 The cancellation policy is only valid when the contract or both contracts are signed by both parties or if there has been agreement between the representative between Artist and Gig Exposure and between the Client and Gig Exposure per email.

26.3 A refund will never be given in case the performance did not fully meet the expectations of the Client.

27. All details as mentioned in the agreement or related to the agreement will be checked by the Client, and in case of errors the corrections will be send to Gig Exposure, who will take care of a correct processing of this information.

28. Gig Exposure is only intermediary between the Client and the Artist and is therefore under no circumstances liable for any non-material or material damages, which are directly or indirectly caused by the performance or non-performance of the artist.

29. Erasures or alterations in this agreement without a signature from Gig Exposure are not valid.

30. In case of cancellation of the performance by the Client, he still has the obligation to pay the agreed upon fee as described in the agreement.

Author's rights

31. (Non) commercial copying, publishing, reproducing, distributing, selling, lending or transferring to third persons, competitors, customers, consumers, public or private persons and companies without permission on paper from Gig Exposure is forbidden and punishable as a crime (art. 31 and 31 of the Dutch Author's Law). No rights can be derived from the contents of the website in any way.

32. It is forbidden for both the Artist and the Client to distribute publicity material without a mention of Gig Exposure. In case of violation a penalty of the entire gage payments and made costs will be charged. Unless otherwise specified in a written agreement.

33. Data media, expressions and related works, irrespective of form, (as texts, pictures, images or sounds) submitted by Gig Exposure or affiliated enterprises are protected by copyright law, trademark law, or commercial law.

Jurisdiction and disputes

34. Deviations of these Terms and Conditions are only valid if there is an explicit written agreement confirming the deviations.

35. The laws of the Netherlands apply to this agreement.