

General Terms and Conditions PowerPlant Entertainment NL

These General Terms and Conditions apply to all agreements concluded with **PowerPlant Entertainment NL** with the other party

These General Terms and Conditions apply to all quotations and agreements of PowerPlant Entertainment NL, as well as to all agreements concluded with the other party. Clauses that deviate from these General Terms and Conditions, including those included in the General Terms and Conditions used by the other party, do not oblige PowerPlant Entertainment NL, unless these have been accepted in advance by PowerPlant Entertainment NL, the Artist / Band and the clients and recorded in writing.

Article 1. Definitions

The following terms are used in these General Terms and Conditions in the following sense, unless stated otherwise.

1. "**PowerPlant Entertainment NL**", The booking agency and representative of the artist, act, band / facility service;
2. "**the Client**", the person who gives PowerPlant Entertainment NL an assignment to contract one or more artists and / or musicians and / or technicians, to organize an event or part thereof, to rent out facilities, etc. ;
3. "**the Artist**", the (professional) practitioner (s) in the field of arts and entertainment - being an artist, musician, band and / or performing artist who, for a fee, participates in performances, concerts and / or performances that are directly the public can be observed, or registered for the purpose of disclosure, as well as those who provide direct technical or artistic assistance for a fee for the aforementioned performances, concerts or performances, as well as those who for a stipulated and agreed price for a client to create a material work with an artistic value - which has committed itself to a certain artistic performance towards PowerPlant Entertainment NL;
4. "**the Supplier**", the person who is directly or indirectly committed to PowerPlant Entertainment NL, to provide services and / or to make things available, all in the broadest sense of the word, such as, for example, room rental, transport , decoration, light, sound, catering and security;
5. "**the Other Party**", the client, artist and / or supplier;
6. "**Additional Work**", all changes / additions to, or arising from the agreement concluded with the client, as a result of which PowerPlant Entertainment NL and / or third parties engaged by it must perform more work and / or incur higher (in) costs;
7. "**Rider**", being special - additional - provisions with regard to the performance of the artist, as well as with the nature of the contracted performances, which provisions are inextricably linked to the agreement;
8. "**Buy-out sum**", being the net wage plus social security charges and employer's charges and possibly increased with sales tax;
9. "**Performance**", the (artistic) performance to be delivered, as described in the agreement.
10. "**Message list**", being the written explanation of how the act should be amplified, to which instrument which microphone should be placed, what should correspond to which channel on the mixing desk, what should be audible through the monitoring, etc.
11. "**Stage plan**", being the written explanation of how the performance or the act is set up on the stage.

Article 2. Conclusion of agreements

1. All offers, both written and oral, from PowerPlant Entertainment NL are always without obligation. All offers are valid for seven days or as long as it has been agreed in writing.
2. The offer becomes a definitive agreement when the client confirms the booking with PowerPlant Entertainment NL verbally, by post or by e-mail. At this time, the other party is also confirmed by PowerPlant Entertainment NL and an agreement has been reached.
3. PowerPlant Entertainment NL will record the agreement with the other party in writing and after approval of the artist / bands will send it to the other party as soon as possible. The other party shall ensure that a signed copy of this agreement is immediately, but within a period of 8 days after the date, in the possession of PowerPlant Entertainment NL.

4. If PowerPlant Entertainment NL has not received the signed return from the other party within eight days of the date signed, PowerPlant Entertainment NL has the right, subject to the right to fulfillment, to terminate the agreement, without being liable for damages, provided that this is within a reasonable term is communicated to the other party by post or by e-mail.

5. Additional work will be charged separately. Additional work is calculated on the basis of the conditions stipulated when entering into the agreement. Less work is only settled if PowerPlant Entertainment

Article 3. Provisions regarding the event

1. The client declares to be fully aware of the performance of the agreed artist, as well as the type and / or nature of the agreed performance.

2. The artist is obliged to be present well in advance, with all items that are required for the performance, unless otherwise agreed in writing in advance.

3. **BUMA / STEMRA / SENA** rights are at all times for the account of the client, unless agreed otherwise in writing in advance.

4. The client guarantees:

a. that, in the case of an outdoor performance, a stage is present and that this stage is sound, protected and covered, so that the weather conditions cannot reasonably cause damage to those involved and / or property of the artist, supplier and / or PowerPlant Entertainment NL. The client also ensures that sound barriers are set up at a good distance from the stage;

b. that if circumstances at the time of the event make this necessary, a professional order service will be on site in consultation with PowerPlant Entertainment NL; client remains responsible for maintaining order during construction, performance and dismantling.

c. that the artists can cover the distance between dressing room and stage without being disturbed and safely;

d. that for the artists there is, if necessary, a neat and lockable dressing room, at least provided with the necessary washing facilities, clean and sound sanitary facilities, sufficient tables and chairs, a mirror and the necessary heating;

e. that, if it appears that the popularity of the artist on the date of the event has increased considerably compared to the time of entering into the agreement, further appropriate security measures may be taken, in the absence of which PowerPlant Entertainment NL is entitled to take the relevant performance. cancel without being liable for damages;

f. that, if the artists use riders and they have been declared applicable by the artists to the performance prior to the conclusion of the agreement with PowerPlant Entertainment NL, these riders will also be observed by the client. PowerPlant Entertainment NL will immediately inform the client about the riders used by the artist;

5. The client declares to be familiar with:

a. that the artists and their employees, who must necessarily be present at the performance, are entitled to a minimum of two free refreshments per hour during the performance (in consultation with each other), unless otherwise agreed in writing in advance;

b. that the artists and their employees, who must necessarily be present at the performance, are entitled to a free simple meal if their participation in the event lasts longer than 4 (four) hours;

c. that the artist is entitled to pause for ten minutes each agreed hour, unless otherwise agreed in writing in advance.

d. that an artist can hand in a guest list, which lists people who have been invited by PowerPlant Entertainment NL or artists to attend the performance free of charge. These persons also have access to the dressing room and backstage, if applicable, in consultation with the artist.

6. Making video and / or audio recordings is only permitted after consultation with artists and prior written permission from PowerPlant Entertainment NL.

7.

a. PowerPlant Entertainment NL reserves the right to cancel any part of the event, up to five days before the date of the event at the latest, or to postpone the event to another date in consultation with the client and the artists. under the same conditions), if the artists have a television appearance or TV recording or CD recording and / or a foreign performance or tour abroad on the date of the event, without this making PowerPlant Entertainment NL liable for damages to the client.

b. In the event of a situation such as the one in paragraph 7a above. has been described, or due to illness and / or force majeure the artists in question are unable to perform during the event, PowerPlant Entertainment NL has the right and the possibilities to have the performance in question replaced by another equivalent artist, whereby the any reasonable additional costs to be incurred will be borne by the client, without this giving the client the right to (partially) cancel the agreement with PowerPlant Entertainment NL.

8. The supplier guarantees to properly implement its obligations arising from the agreement concluded with PowerPlant Entertainment NL with regard to the services to be supplied and / or the items to be made available.

Article 4. Rights

The rights (of intellectual property) to all concepts developed and worked out by PowerPlant Entertainment NL for a (part of a) event, which are presented and / or made available to the client, including quotes, documentation, designs and / or other (written) elaborations, rest exclusively with PowerPlant Entertainment NL. The client is not permitted to make use of the aforementioned concepts or to make the content thereof known to third parties without prior written permission from PowerPlant Entertainment NL.

Article 5. Prices

1. Price quotes are always made on the basis of the prices applicable at the time of the quotation and / or the conclusion of the relevant agreement.

2. If between the time of the conclusion of the agreement with the other party and the time of fulfillment of the obligation under this agreement on the side of PowerPlant Entertainment NL price increases - for example with regard to tax charges, excise duties, labor costs, transport costs , technical and / or organizational costs - might arise, PowerPlant Entertainment NL is entitled to charge these costs to the client. If the aforementioned price increases are disproportionate to the amount of the quotations at the time of the conclusion of the agreement, each of the parties has the right to terminate the agreement.

3. Unless stated otherwise, all quotations / prices used by PowerPlant Entertainment NL are exclusive of the applicable VAT and without BUMA / STEMRA and SENA obligations;

4. Any wage tax and / or social insurance premiums owed are included in a buy-out sum.

Article 6. Payments

1. Unless explicitly agreed otherwise in writing in advance, payment must be made by the client no later than 14 (fourteen) days before the date of execution. The client is in no case entitled to settlement and / or suspension.

2. If the client has not fulfilled his / her payment obligations on time, this is legally in default. PowerPlant Entertainment NL then has the right to demand legal compliance from the client without further notice.

3. In the event of non-payment, incomplete payment, or late payment, the client will owe interest for the same amount as the statutory interest plus the contractual interest of 4 (four) percent for each month on the amount due to PowerPlant Entertainment NL, whereby part of the month as a whole month in the calculation.

In addition, in that case the client also owes PowerPlant Entertainment NL the extrajudicial collection costs, which amount to fifteen percent over the amount due, but with a minimum of € 300.00 (three hundred euros).

4. Notwithstanding the foregoing, the client is obliged to reimburse all other costs reasonably incurred by PowerPlant Entertainment NL, including all legal costs related to the collection.

5. In the event that the client acts contrary to paragraph 1 and / or paragraph 7 of this article, PowerPlant Entertainment NL has the right to suspend its obligations towards the client.

6. In case there is more than one client, each of the clients is jointly and severally liable vis-à-vis PowerPlant Entertainment NL for the full payment of the invoice amount.

7. PowerPlant Entertainment NL is always entitled to request the client to provide sufficient security for the fulfillment of his payment obligations. The client is always obliged to provide the requested security at the first request of PowerPlant Entertainment NL.

8. The client is never obliged to make payments directly to PowerPlant Entertainment NL to the relevant supplier and / or artists, unless agreed otherwise.

Article 7. Cancellation

1. The other party must notify Artist Agency Nederland by registered letter of full or partial cancellation of the agreement concluded with Artist Agency Nederland.

2. In the event that the client cancels the agreement concluded with PowerPlant Entertainment NL, the client shall, in addition to any possible compensation, also owe the total agreed buy-out fee to PowerPlant Entertainment NL. 2a. Article 6 of these General Terms and Conditions also applies to payments due in accordance with this article paragraph 2.

3. The client fully indemnifies PowerPlant Entertainment NL against any claim from artists, suppliers and / or third parties, which results from the total or partial cancellation of the agreement.

Article 8. Complaints

1. In the event of unforeseen circumstances, the parties must immediately inform each other. Complaints of any nature whatsoever with regard to the performance of any obligation under the agreement concluded with PowerPlant Entertainment NL must be reported immediately.

Any damage caused must always be kept to a minimum by both parties. Furthermore, complaints must be clearly described and well motivated, as soon as possible, but in any case within five days after the event, to be notified to PowerPlant Entertainment NL by registered letter, under penalty of cancellation of any claim.

2. If a complaint is not made in a timely manner and in the manner as described in paragraph 1, PowerPlant Entertainment NL is deemed to have correctly complied with all obligations towards the other party.

Article 9. Liability / Disclaimer

1. PowerPlant Entertainment NL can never be held liable by the other party for any damage, of any nature whatsoever and regardless of the cause, except in the case of clear intent and / or gross negligence of an employee of PowerPlant Entertainment NL or his / her managers. If and to the extent that PowerPlant Entertainment NL may be held liable for any reason whatsoever, such liability shall at all times be limited to the amount invoiced by PowerPlant Entertainment NL to the other party at that time in respect of the relevant order, but if this has not yet happened, the amount to be invoiced in this regard.

2. PowerPlant Entertainment NL is not liable vis-à-vis the other party in the event of loss, theft and / or damage to funds and / or items belonging to the other party during the event.

3. The client is liable for any damage to and / or loss of items made available to the client by PowerPlant Entertainment NL or by third parties - whether or not for payment - as well as for damage to and / or loss of used items for the benefit of the performance of the artists. The client indemnifies PowerPlant Entertainment NL for any claim relating to the performance in question and / or the order.

4. In the event of additional work and / or force majeure (as referred to in Article 11 below), all (in) costs of PowerPlant Entertainment NL, including all (in) costs of - whether or not engaged by PowerPlant Entertainment NL - come from third parties, fully for the account of the client. The client indemnifies PowerPlant Entertainment NL against third parties for any claim in this regard.

5. Without prejudice to the power of PowerPlant Entertainment NL to demand (partial) fulfillment or dissolution of the agreement from the other party, the other party is fully liable for all damage (including consequential damage) of PowerPlant Entertainment NL, arising from the not or not fully complying with any guarantee and / or obligation mentioned in these General Terms and Conditions. The other party indemnifies PowerPlant Entertainment NL against third parties for any claim in this regard.

Article 10. Dissolution

1. The parties are entitled to terminate the agreement concluded, therefore without notice of default or judicial intervention and without becoming liable for damages, if: - the bankruptcy of one of the parties is pronounced or has been applied for or the application of the Natural Persons Debt Restructuring Act has been pronounced ; - the client applies for suspension of payment or that it is granted this; - the client loses the authority over his assets or a substantial part thereof due to seizure or otherwise; - PowerPlant Entertainment NL has reasonable grounds to doubt the ability of the client to meet his obligations (in time).

2. If the case occurs as described above in paragraph 1 of this article, any claim on the other party will be immediately due and payable.

Article 11. Force majeure

1. Unforeseen circumstances, of any nature whatsoever, as a result of which PowerPlant Entertainment NL is unable to fulfill its obligations under the agreement concluded with the other party, not in time or not without additional efforts and / or costs that it considers to be detrimental to PowerPlant Entertainment will NL as force majeure. Unforeseen circumstances also include: - mobilization, war, harassment, terrorism; - a day of national mourning; - quota or other government measures - strike; - natural disasters; - illness of the artist (s); - non-compliance, late or improper compliance by a third party, on whom PowerPlant Entertainment NL is dependent for the performance of the agreement, with its obligations towards PowerPlant Entertainment NL.

2. With due observance of article 9 paragraph 4 of these terms and conditions, PowerPlant Entertainment NL is entitled in the event of force majeure:

a. or to (partially) terminate the agreement with the other party, such by means of a simple written notification thereof to the other party, therefore without judicial intervention and without this making PowerPlant Entertainment NL liable for damages to the other party;

b. or to move the event and / or performance of the artists concerned to a new time or date in consultation with the client. Insofar as this involves additional work, Article 2, paragraph 4 of these General Terms and Conditions applies.

3. Not obtaining any necessary permits or exemptions on the part of the client does not constitute force majeure for the client.

Article 11. Ineffectiveness / Gaps

If one or more provisions of these General Terms and Conditions are or become non-binding, for example, if it is established in court that it concerns an unreasonably onerous clause, the remaining provisions will remain in full force. Parties then undertake to replace a non-earning provision with a provision that is binding and which - in view of the purpose and scope of these General Terms and Conditions - deviates as little as possible from the non-binding provision.

Article 12. Disputes

1. The agreements concluded by PowerPlant Entertainment NL and their implementation are governed by Dutch law.

2. Disputes arising from the agreement will be submitted by all parties to the subdistrict court without exception.