

**FOOTWORXX  
BE0628.836.152**

**ARTICLE 1 - DEFINITIONS**

In these terms and conditions the following definitions in the following meaning are used, unless clearly stated otherwise:

Agent: the booking-agency for artists and the user of these terms and conditions;

Promoter: an individual or company making a booking request or booking for one or more Artists and/or performances from the footworxx agency;

Artist: the performing artist; specifically the discjockey or live-act, represented by Footworxx for the handling of performances;

Performance: the artistic presentation of the Artist;

Agreement: the arrangement between Footworxx and Promoter regarding the booking of an Artist and/or Performance;

Parties: Footworxx and promotor

**ARTICLE 2 - WARRANTIES AND REPRESENTATIONS**

2.1 The Promoter agrees to provide a venue for the Event, all necessary permits and licenses to lawfully conduct the Event, including paying all work visas for the Artist as necessary, and all equipment for the operation of the Event and the performance by the Artist.

2.2 The Promoter or a representative capable of making any decisions pertaining to this engagement must be present at the place of performance. This representative must have copies of this entire agreement together with any and all information pertaining to this engagement in his/her possession.

2.3 The Promoter will be responsible for the payment of all musical rights regarding the performance.

2.4 The Promoter has the right to use the name, logo, image & biography of the Artist for the promotion of the performance. Upon request of the Promoter, the Agent will provide such logo, photo and biography for promotional purposes of the event. The Promoter guarantees correct spelling of the Artist's name in all communications of the Promoter concerning the performance. Upon request of the Artist, the Promoter will provide him or her with copies of all promotional material involved in Event, such as flyers, posters, advertisements, photographs, video and audio recordings, within one month of end of Event.

2.5 The Promoter is not allowed to, without prior written consent of the Agent and/or the Artist, to sell audio or video recordings, posters and/or other articles with the name, image, logo, etc. of the Artist at or near the surroundings of the venue of the performance, before, during and after the performance. The Promoter shall take all means necessary to prevent third parties from offering and/or selling before mentioned items.

2.6 The Promoter is obligated towards the Artist to follow all rules and legislation on safety and working conditions regarding the performance.

2.7 The Promoter has to ensure that the Artist is provided with hot meals and enough consumptions during and prior the performance (within reason).

2.8 The Promoter provides a minimal of 4 free/VIP tickets to the Artist upon request. Either at or prior the event. Special guests such as hosts, managers, photographers, drivers and significant others must be granted full backstage access upon the Artist's request. The Artist and any special guests as mentioned above shall receive unlimited ins and outs of the venue, regardless of security policy.

2.9 In the event the Promoter refuses or neglect to provide any of the items herein stated and/or fails to make any of the payments as provided herein, the Artist shall have the right to refuse to perform this contract and shall retain any amount theretofore paid to him or his Agent. The Promoter will, in this circumstance, remain liable to the Artist or his Agent for the full agreed price (As referred to in article 2.1 in the booking agreement).

2.10 The Agent has the right to cancel this agreement up to 3 days before the performance, (without any consequences) in case the Artist has a last minute television / radio performance. Such circumstances as referred to in this clause shall be notified without delay to the promoter in writing (email or fax) by the Agent. Parties will then agree on a replacement date within 6 months after the original planned date of the performance.

2.11 The Artist has the right in case of unsafe conditions (including any form of racism / fascism) for himself and/or his guests to stop or cancel the performance (without any consequences). The Promoter will, in this circumstance, remain liable to the Artist or his Agent for the full agreed price (As referred to in article 2.1 in the booking agreement).

2.12 The time on which the performance will commence, as well as the length of the performance, will be determined in the booking agreement. This time is indicative and can never be seen as fixed. On request by the Promoter and with consent of the Artist the length of the performance can either be lengthened or shortened. The length of the extension will be considered as extra time and be billed to the Promoter as such. If the performance is shortened, the Promoter agrees to remain liable to the Artist or his Agent for the full agreed price.

2.13 The Artist reserves the right to have a single member of a DJ-team or multi-member outfit perform at the event.

2.14 The Agent will be notified at least two (2) weeks in advance of any and all schedules, pick-up times, hotel reservation-numbers, contact information, and any other important information in connection with this Agreement.

2.15 There will be no recordings made of the set played by the Artist without authorisation, this will effect a penalty of EUR 500.00

2.16 The Agent has the right to cancel this agreement up to 50 days before the performance, (without any consequences). The promoter shall be notified without delay in writing (email or fax) by the Agent. The parties will then discuss the possibility of arranging a similarly popular replacement Artist, to which end the Agent will make every reasonable effort, at no extra charge. The parties may also decide in good faith to postpone the performance.

2.17 The Promoter will ensure that the Artist his name is correctly spelled / announced on all promotional material of the Event. Misspelled promotion will effect a penalty of EUR 50.00

#### ARTICLE 3 - EQUIPMENT PROVISIONS AND TECHNICAL SPECIFICATIONS

3.1 For the performance, equipment should be provided by the Promoter as follows:

- one (1) Pioneer DJM 800 mixer or higher;
- three (3) Pioneer CDJ2000 or higher linked CD players;
- two (2) high powered monitor speakers at shoulder height;
- power outlet with minimum 3 free European power plugs (220V);
- the Artist(s) playtime (prefered between 01:00 - 05:00 nighttime or 16:00-23:00 daytime);
- free drinks (at least 10) during the Artist his performance;
- the Artist(s) has the right to bring 5 guests to the event & 3 all area passes;
- the Artist(s) will not perform in a vs set unless this is agreed with the Agent and the Artist;
- no recording will be made of the Artist's performance without any agreement;
- air conditioning or large fans should be provided in performance area / dj booth;
- the timetable needs to be confirmed by the agent;

3.2 Each piece of equipment is fully functional and tested with the system prior to the event.

3.3 No audio or video recordings nor radio broadcasting will be allowed during the performance unless prior written approval has been granted by the Artist or his Agent. The Promoter agrees to confiscate all unauthorized recording equipment, and to hold said equipment until the completion of the performance.

3.4 The Promoter is aware of the repertoire of the Artist and the usual volume level of the performance. Repertoire and volume level are set by the Artist, within the legal sound limits of the venue.

3.5 Upon request the Artist shall receive a minimum of thirty (30) minutes free of all disturbances onstage for the purpose of a sound check before the doors open.

3.6 The Promoter is required to ensure that the stage/DJ booth is kept secured at all times. The Promoter is to ensure that no other person other then the Artist, his Agent and/or Event technical staff are to enter the stage/DJ booth area, at any time during the Artist's performance.

3.7 The Promoter hereby ensures that any MCs present will do no more than announce the beginning of the Artist's performance unless otherwise agreed with the Artist.

#### ARTICLE 4 - TRAVEL / ACCOMMODATION / TRANSFERS

4.1 Unless agreed otherwise the Agent will take care of all required travel documents and accommodation in accordance to the Artist's preference.

4.2 The Promoter will make all necessary arrangements for prompt payment of airline or other transportation incurred in the Artist's transportation to and from Event.

4.3 Promoter agrees to provide the Artist hotel accommodations available for use from the moment of the Artist's arrival until the moment of the Artist's return to the airport, consisting of 1 double bedroom in a 3 stars hotel minimum, including breakfast and late check-out.

4.4 During Artists stay the Promoter will provide transfer and a sober, (i.e. not intoxicated or inebriated by alcohol, narcotics and/or otherwise), responsible, trusted person ('Driver'), in their employ to escort the Artist from and to airport, hotel and Event location. If the Artist handles any transportation costs, the Promoter agrees to promptly reimburse the Artist or his Agent under receipts presentation, or for the reasonable cost of such transportation.

4.5 The Driver is required to be in possession of a valid driver's license, hold current auto insurance on vehicle driven in amounts customary and reasonable and be in possession of detailed directions both to, from and including hotel, airport and Event location.

4.6 The Promoter agrees to remain easily accessible by way of cellular communication throughout the duration of the Artist's stay, and to assist the Artist in the event of problems including but not limited to checking into the hotel, getting in the venue, boarding flight, etc.

4.7 The airline and/or train tickets may not be purchased until all dates, times and airline(s) have been approved by the Agent. Return flights leaving earlier than 12:00 am should be avoided. In the event that the Artist is advertised for an Event, but proper travel arrangements to secure the booking have not been made, the Promoter agrees that he is responsible for paying all travel and accommodation costs already made, or yet to come, regardless whether the Artist is present at the Event.

#### ARTICLE 5 - LIABILITY

5.1 The Promoter is responsible for any damage done to the Artist or his properties, his employees and/or coworkers and/or any other accompanied staff. The Promoter holds the Artist harmless for any claims made by third parties and will be responsible for possible costs coming forward from these claims.

5.2 Promoter indemnifies the Artist from any liability arising from actions of the Event Promoter, or Promoter's officers, directors, shareholders, principals, employees or agents, or arising out of the Event itself.

5.3 In the event that any legal action is brought against the Artist as a result of the Event Promoter, or Promoter's officers, directors, shareholders, principals, employees or agents, or arising out of the Event itself, the Promoter agrees to bear all costs associated in the defense of himself and the Artist in such action(s), unless these only concerns the Artist's behavior.

5.4 If the Promoter has reason to believe the Artist did not fulfill his side of the agreement, the Promoter must react with a written objection within two (2) working days after the performance.

5.5 Complaints concerning the fulfillment of the agreement do not postpone any of the payment obligations.

#### ARTICLE 6 - MISCELLANEOUS

6.1 In case the Artist is unable to perform due to illness, an accident, or any other cause entirely beyond the control of the Artist that makes it impossible for him to perform, the Agent is to contact the Promoter as soon as possible. The parties will then discuss the possibility of arranging a similarly popular replacement Artist, to which end the Agent will make every reasonable effort, at no extra charge. The parties may also decide in good faith to postpone

the performance.

6.2 It is hereby agreed and understood that should the Artist fail to appear for reasons such as any Act of God, civil war, riot, strikes, epidemic, natural disaster or airline or other transportation or visa failure over which the Artist has no control, this Agreement still stands and the Promoter has the right to set a new date for performance under the same conditions within six (6) months, in accordance with the Artist's agenda.

#### ARTICLE 7 - CANCELLATION

7.1 Notice of cancellation in advance shall be deemed received only upon direct voice contact between Agent and Promoter. In the event that this is not possible Promoter should notify the agent by written communication sent via email.

7.2 In case of cancellation by the promotor more than 35 days before the event, only the bookingfee remains valid with a minimum of EUR 50.00. In case of cancellation within 35 days of the event the full payment of the artist fee and bookingfee remains valid. In addition to force majeure, the agent shall also be expressly entitled to cancel the artist's performance and to cancel the agreement with immediate effect and retain the full deposit provided (artis fee + bookingfee) in this agreement.

7.3 The Agent will be entitled to terminate this agreement at any time if the made agreements are not respected. The Artist will be entitled to terminate this agreement by notifying the Promoter if he/she is prevented from performing due to accident, illness, act of God or other incapacity or circumstance beyond the Artist's control. The Promoter and the Agent will discuss the possibility of arranging a replacement, at no extra charge. They may also decide in good faith to postpone the performance. In case no solution is found, the agreement and all deposits remain valid.

7.4 In any event of cancellation the booking fee deposit remains valid.

#### ARTICLE 8 - APPLICABLE LAW, AMENDMENTS AND SUPPLEMENTS

8.1 In case the Promoter does not return a signed copy of the booking agreement within 10 days from day of receipt, all offers made in accordance with the Artist performance will be withdrawn and all agreements will be terminated immediately.

8.2 Amendments and additions to this agreement shall only be valid if put in writing and signed by both parties.

8.3 The nullity of any provisions from this agreement shall not affect the validity of the provisions of this agreement.

8.4 This Agreement may not be assigned, in whole or in part, by either party without the prior written approval of the other party to this Agreement. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

8.5 The present agreement is governed by Belgian law. All disputes arising from or connected to this agreement, with exceptions of provisions stating otherwise, shall be submitted to the competent court of Kortrijk (Belgium).