

# Model of Contract KML Srl

## **COVID-19 PANDEMIC: to be added to ALL contracts**

In accordance with article 1193 of the civil code, the present contract may be modified "by mutual consent of the parties", which will be the subject of written and signed amendments. If the concert, subject of this contract, cannot be performed under normal conditions due to administrative police measures (decree, order, etc.), particularly in the event of exceptional circumstances (epidemic, state of emergency, etc.), the parties agree on the following principles:

- If, for the cancelled or postponed concert, professional expenses (in particular transport and accommodation costs) have been incurred by KML SRL and cannot be reimbursed, they will be fully covered by the organiser, on presentation of written proof (refusal to reimburse the service provider).
- As a priority, a postponement of the planned engagement will be considered, under equivalent financial conditions, during the same calendar year or during the same artistic season. When concerts can be performed again, due to government measures, the parties will agree on the date of the postponed performance, which will be mentioned in an amendment to this contract.
- If the parties are unable to agree on a postponement of the cancelled performance, they may consider an amicable termination of this contract. Compensation will be paid to KML by the organiser. This compensation, awarded in the context of an amicable breach of contract, does not constitute damages within the meaning of the legislation on contractual liability. The amount of this compensation, which will be fixed by agreement between the parties, will correspond to a percentage of the amount of the price provided for in this contract, less any refunds already paid. This percentage will be based on objective elements (amount of the transfer price, duration of the contract, number of performances planned, timeframe in which the cancellation occurs, salaries and social security contributions of the producer's employees who have a duly signed employment contract and are not receiving a partial activity allowance, etc.). The compensation will be paid within 30 days of receipt by the organiser of the two copies, duly signed by KML, of the agreement between the parties, accompanied by an invoice.

CONTRACT between the  
PROMOTER  
address and VAT number

and KML SRL  
C.F. e P.I. 05808570484  
Via Caccini No 1  
00198 ROMA

for the services of Katia and Marielle Labèque

**WHEREAS**

The Promoter is the organiser of a series of cultural international events

**AND WHEREAS**

KML SRL has indicated willingness to accept such engagement in the production of an event for the Promoter

Now it is hereby agreed as follows:

**SCOPE OF THE AGREEMENT**

This Agreement outlines the terms for the services to be provided by both parties with regard to the concert held on \_\_\_\_\_

**RIGHTS AND OBLIGATIONS**

The Promoter agrees to hold concert at \_\_\_\_\_

Exclusivity: KML SRL undertakes to guarantee the exclusivity in this area for two months prior to and one month after the mentioned date.

**PROGRAMMES AND APPEARANCES**

KML SRL agrees to the following repertory to be presented during the event:

\_\_\_\_\_

**CHANGES TO THE PROGRAMME**

Changes to the programme are subject to the approval of the Promoter and must be submitted by KML SRL in writing at least six weeks prior to the

The Promoter will provide the following:

**PIANOS:**

Two Steinway model D Hamburg built grand piano

the pianos numbers should start from number 550.000 up to the actual numbers around 610.000 .If those numbers are not available, please get in touch with KML's representative in order to find a suitable alternative. If the pianos will be rented from outside the theatre , please check the list of preferred pianos rental companies ( Dewinter, Fabbrini etc...)

(PIANOS NUMBERS have to be communicated in advance and approved by KML SRL )The pianos should be tuned in the morning of the concert and again after the rehearsal . They usually use a pitch of A442 for Recital.

For concerts with Orchestra the orchestra will decide of the pitch

\*\*\*The tuner should be on stand-by during the performance, especially during recitals.

**REHEARSALS**

Exact rehearsal details will be confirmed in due course, and must be mutually agreed by the Promoter and KML SRL.

**FEE**

KML SRL will receive from the promoter

gross fee amounting \_\_\_\_\_

net fee amounting \_\_\_\_\_

The fee becomes due by bank transfer to the KML SRL account the day of the concert

Bank Account:

Intestazione: KML S.R.L.

BBAN:

CIN ABI CAB Rapporto

U 05696 03226 000002996X27

IBAN: IT77 U056 9603 2260 0000 2996 X27

Filiale: 438 ROMA - AG. 26

BIC/SWIFT: POSOIT22

BIC/SWIFT SEDE: POSOIT22

If it is impossible to transfer on the day of the concert , a date of payment must be agreed and written in the contract.

the Promoter will give a copy of the Swift to KML SRL representative prior to the event

It is the sole responsibility of the Promoter to provide the tax receipt to KML S.R.L.The tax receipt has to be on the name of KML SRL.

An attestation letter from the promoter dated and signed, stating the amount of taxes withheld will be given the night of the concert to KML's representative

The official tax receipt should be sent later to KML SRL and by email to Katia

(katia@labeque.com)

KML SRL ( co Fiocchi)

Via Caccini No 1

00198 Roma

Italia

**HOTEL:**

The Promoter will reserve and pay hotel accommodation 5 stars for the entire length of the stay of KML's artists. Connecting Junior suite or deluxe double connecting

Room service is absolutely necessary for all KM hotels

**TRAVELS:**

The Promoter will pay two return airfares from Roma ( or mutual agreed city)

First class for Intercontinental Flights or Business Class within Europe.

The promoter can also send the money in advance to KML's travel agency

**PHOTOGRAPHS:**

The Promoter is NOT entitled to take photographs without the approval of KML SRL

**DIRECTIVES:**

KML SRL agrees to abide by the organisational and technical directives and instructions of the Promoter

The Promoter will supply 10 complimentary tickets for each appearance.

KML SRL will communicate two days before the concert if all the tickets are needed

### **BROADCASTS**

Any broadcasts, whether on radio or television, whether live or deferred, will be the subject of separate negotiation.

### **NOTIFICATION & PAYMENT OF DUES TO EXPLOITATION COMPANIES**

Unless otherwise stated in this Agreement, the Promoter will stage the appearance in its own name and at its own expense. After deduction of taxes and other contributions, it will also be responsible for paying dues to performing rights societies.

### **FORCE MAJEURE**

If the Promoter is obliged to cancel the Appearance due to force of circumstance, KML SRL is not entitled to any remuneration. If KML SRL is obliged to cancel the Appearance due to force of circumstance, the Promoter is not entitled to any remuneration

### **IMPORTANT REASONS**

The Promoter may, for important reasons, decide to cancel the appearance. In such an event KML SRL will receive a remuneration, which will take into account, any services already performed but shall not exceed the agreed fee. Payment of such remuneration will release the parties to the contract from any further obligations

### **NON-FULFILMENT OF SERVICES BY DEFAULT OR THROUGH NEGLIGENCE**

If KML SRL's artists fail to perform at the time and place agreed, KML forfeits any claim to the fee.

### **Cancellation**

Should KML SRL be obliged to cancel due to illness of the artist they represent , a medical certificate must be supplied to the Promoter.

Changes or amendments to this Agreement must be made in writing.

Interpretation, validity and fulfilment of the present Agreement are subject to the law of KML SRL residency

Any disputes, which may arise from the present Agreement, are subject Court of jurisdiction in Italy

KML SRL agree to supply via the site of their artist [www.labeque.com](http://www.labeque.com) up-to-date photographs and biographical material KML SRL hereby authorises the promoter to use the approved name and image on [www.labeque.com](http://www.labeque.com) in connection with publicity for the event.

Signed for and on behalf of the Promoter

Signed for and on behalf of KML SRL

Date