

Model of contract Perso

PERSO

MODEL OF PERSONAL CONTRACT CATHERINE OR MARIELLE LABEQUE

COVID-19 PANDEMIC

please add this clause 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.

two contracts are needed, one for each.

CONTRACT

between the PROMOTER
address + VAT number:

and

Catherine Labeque
VAT number
IT 04 699 590 487
Via dei Delfini No 36
00186 ROMA

or

Marie Helene Labèque
VAT number
IT 04 699 580 488
Via dei Delfini No 36
00186 ROMA

WHEREAS

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

AND WHEREAS

the artist has indicated willingness to perform the concert held on _____

Now it is hereby agreed as follows:

SCOPE OF THE AGREEMENT

This Agreement outlines the terms to be provided by both parties

RIGHTS AND OBLIGATIONS

The Promoter agrees to hold concert at _____

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

PROGRAMMES AND APPEARANCES

the artist 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 the artist in writing at least six weeks prior to the concert

PIANOS:

Two Steinway model D Hamburg built grand piano
the pianos numbers should start from number 600000 up to the actual numbers up to 620000
.If those numbers are not available, please get in touch with the artist'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 the artist) 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 the artist

FEE

the artist will receive from the promoter
gross fee amounting _____
net fee amounting _____

The fee becomes due by bank transfer the day of the concert , the Promoter gives a copy of the
Swift to artist prior to the concert

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

It is the sole responsibility of the Promoter to provide the tax receipt to the artist
An attestation letter from the promoter dated and signed, stating the amount of taxes
withheld will be given the night of the concert to the artists
The official tax receipt should be sent later on to the artist's representative.

HOTEL:

The Promoter will reserve and pay hotel 5 stars accommodation for the entire length of the
stay of the artists. Connecting junior suites or large connecting deluxe double .

Room service is absolutely necessary for all KM hotels

TRAVELS:

The Promoter will pay two return airfares Business within Europe , First class for
Intercontinental Flights.

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

PHOTOGRAPHS:

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

DIRECTIVES:

The artist agrees to abide by the organisational and technical directives and instructions of
the Promoter

The Promoter will supply 8 complimentary tickets for each appearance. The artist will confirm 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, the artist is not entitled to any remuneration. If the artist 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 the artist 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 the artist fail to perform at the time and place agreed, he forfeits any claim to their fee.

Cancellation

Should the artist be obliged to cancel due to illness , 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 the country where the artist reside 'unless agreed otherwise)

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

the artist agree to supply via their site www.labeque.com up-to-date photographs and biographical material The artist authorises the promoter to use the approved name and image on www.labeque.com in connection with publicity for the concert.

Signed for and on behalf of the Promoter_____

Signed by the artist_____