

BRESCIA, 26/04/2017

**EVENT BOOKING AND COMMERCIAL INTERMEDIATION AGREEMENT**  
**Cristian Marchi - Acanto Beach Club, 10/02/2021**

CONTRACT NO.311

This private agreement is valid for all legal purposes.

**ART. 1 ENTITIES**

the parties:

AQUARIUS CLUB (Zrino Alpeza )  
ALEJA MATIJE LJUBEKA 19  
10000 - Zagreb  
Croatia  
HR67657669024  
Dijana ZADRO

hereafter also "promoter"/"organizer"

VIRGO S.N.C.  
Di A.Gobbi e M.Capacchietti  
Via Branze 44  
25123, Brescia  
Italia  
VAT: IT03721750986

commercial intermediation company

**ART. 2 PURPOSE**

the promoter shall confer exclusively on the company VIRGO S.N.C. the assignment of carrying out bookings and commercial intermediation of the event:

**Cristian Marchi**  
**10/02/2021**  
**Acanto Beach Club**  
**Melito di Porto Salvo (RC) - Italia**

**ART. 3 ACTIVITIES RESERVED TO VIRGO SNC**

Under this agreement, the promoter undertakes to assign the following activities to the company VIRGO S.N.C.:  
Bookings, commercial intermediation and organization of artist's event

**Cristian Marchi @ Acanto Beach Club**

The promoter acknowledges and agrees that this agreement with the company VIRGO S.N.C. is of an exclusive nature and therefore expressly undertakes not to grant the same assignment for the same event, wholly or in part, and/or similar assignments, to third parties.

**ART. 4 EVENT BOOKING AND COMMERCIAL INTERMEDIATION FEES**

The promoter undertakes to pay VIRGO S.N.C. a fee equal to:

- euro 3000 + IVA 22% ( 3.660,00) net of all and any tax and not after 15/05/2017

The payment must be made by bank transfer with the following bank details:

**BANCA DI CREDITO COOPERATIVO DI BRESCIA SCRL**  
**Via Diaz, 30 – 25010 San Zeno Naviglio (BS)**  
**ACCOUNT HOLDER: VIRGO SNC**  
**IBAN: IT62J086925521005000002442**  
**BIC/SWIFT: CCRTIT2TH**

The promoter undertakes to pay 50% of the fee indicated in each case in which, for whatever reason occurring before full payment of the agreed fee, the event should be cancelled, suspended or terminated.

Should such circumstances occur after the fee has been paid, VIRGO S.N.C. shall not be held to any obligation of restitution of monies received.

## **SPECIAL CLAUSES**

### **ART. 1**

The general clauses above are an integral and substantial part of this agreement.

### **ART. 2 EVENT CANCELLATION OR SUSPENSION**

The promoter undertakes to pay 50% of the fee indicated in the general clauses in each case in which, for whatever reason occurring before full payment of the agreed fee, the event should be cancelled, suspended or terminated. Should such events occur after the fee has been paid, the event intermediation company shall not be held to any obligation of restitution of monies received.

### **ART. 3 EXPENSE REIMBURSEMENT AND ACCOMMODATION**

In addition to the fees agreed upon as above, the promoter undertakes, in relation to the commercial intermediation company, to:

- Reimburse staff for all transport expenses;
- Provide staff with accommodation and meals in the same structures and with the same features as those provided to the artist under the above agreement;
- Pay the tour manager the sum of euro 100.

### **ART. 4 EXCLUSIVITY**

The promoter acknowledges and agrees that this agreement with the intermediary company is of an exclusive nature and therefore expressly undertakes not to grant the same assignment for the same event, wholly or in part, and/or similar assignments, to third parties.

### **ART. 5 NON-FULFILMENT**

In case of non-fulfilment, wholly or in part, or delayed, of the obligation related to fees, as well as any other obligation in this annex, the promoter shall pay the event commercial intermediation company a penalty equal to the amount agreed as compensation plus reimbursement of all expenses incurred.

In all cases in which Virgo Snc is liable to pay any amount in favour of the artist or agent as a result of the promoter's failure, wholly or in part, to fulfil his or her obligations towards the artist, even in terms of the cancellation fee, Virgo Snc shall be entitled to act directly against the promoter for the full restitution of any and all amounts paid, in addition to compensation for damages suffered.

### **ART. 6 FINAL PROVISIONS**

This agreement constitutes an integral and substantial part of the above-mentioned agreement which is intended as being referred to here in its entirety.

Modifications to the agreement above designed to produce effects in respect to the commercial intermediation company must, under penalty of absolute nullity, be agreed upon in writing also by the event commercial intermediation company.

Read, approved and undersigned  
Brescia, li 26/04/2017

AQUARIUS CLUB (Zrino Alpeza )  
ALEJA MATIJE LJUBEKA 19  
10000 - Zagreb  
Croatia  
HR67657669024  
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Pursuant to the combined provisions of Articles 1341 and 1342 Civil Code and as required, clauses pursuant to Articles 2, 4 and 5 are expressly approved.

VIRGO S.N.C.  
Di A.Gobbi e M.Capacchietti  
Via Branze 44  
25123, Brescia  
Italia  
VAT: IT03721750986

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