

BRESCIA, 19/05/2017

EVENT BOOKING AND COMMERCIAL INTERMEDIATION AGREEMENT
Ø [PHASE] - Festival of Urbane Kulture, 30/06/2017

CONTRACT NO.361

This private agreement is valid for all legal purposes.

ART. 1 ENTITIES

the parties:

CMT doo
Šmartinska cesta 152,
1000 - LJUBLJANA
Slovenia
SI35600861
Andrej Kacic

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:

Ø [PHASE]
30/06/2017
Festival of Urbane Kulture
1000 Ljubljana - Slovenia

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

Ø [PHASE] @ Festival of Urbane Kulture

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 net of all and any tax and not after 00/00/0000

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: IT62J0869255210050000002442
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.

ADDENDUM

+ hotel, ground, dinner, rider paid on top by promoter

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 19/05/2017

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Šmartinska cesta 152,
1000 - LJUBLJANA

Slovenia
SI35600861
Andrej Kacic

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
