

## **Terms and Conditions**

These terms and conditions are valid for all agreements, deliveries and activities concluded by Smeets Productions related to stage acts, concerts, festivities, events and/or theatre activities such as determined in an offer, agreement or conducted by Smeets Productions for the principal.

These conditions are applicable on every offer, prospect and agreement (confirmations) between Bart Smeets, and/or with the commercial names Smeets Productions and Smeets Entertainment (office address currently in Amsterdam), to be named here: "Smeets", and a certain Party to which this conditions are valid, as far as these conditions are not changed by the parties in written documents.

Under principal we understand: the party that gave an assignment for the engagement of artists and/or musicians and/or the other organizations of a stage act, festivity, event and/or theatre production ordered to Smeets.

Under artist we understand: every artist, group of artists or musicians and technicians involved, and/or every deputy credited to act on behalf of the individual artist and musician and on behalf of a group of artists and/or musicians, also technicians involved with Smeets to give a performance (stage), Smeets has connected to the organization and operation of a stage act and/or event.

As for the payments and artist rates mentioned in (oral) agreements or contracts: all payments and rates are always including travel expenses and excluding value added tax (VAT).

The official value added tax (VAT) for all entertainment productions is in the Netherlands as follows: 9% for artists performing on stage (performing arts) and 21% for delivery companies of artists (service as an intermediate agency).

### *Private individual or company*

In general, for private individuals the situation is different than for companies. Private individuals pay other rates than companies. This rate is lower because companies, organizations, societies hire the artist for a certain (temporary) time period, known as the 'artist arrangement', acting as (virtual) employer. Companies always need to pay contributions such as tax, social premiums and VAT, while private individuals do not have such obligations.

As an artist it is also possible to become freelance by the form of a 'freelance statement'. In case an artist is in the possession of a freelance statement there is no need to pay the tax and social premiums (employers and employees premiums). In case you want to hire this kind of artists, there is no difference in rates between companies and private individuals.

In case an artist does not have a freelance statement, he needs to be paid by a payrolling company – where tax, social premium and VAT is paid – and this is called a 'buying out' purchase (out of pocket) where not the principal, but the artist bureau needs to pay the contributions. As a private individual, you do not have to worry about tax and social premiums, and as a company you do not receive any payments such as tax-levy papers and demand notes afterwards.

1. Agreements with Smeets, any possible changes of it or additions on it, are actual valid only after and so far as Smeets has accepted and confirmed these agreements.
2. When Smeets has the confirmation, signed by the principal or artist, not received within 14 days after sending it, then Smeets has, besides the right on the agreement, the right to cancel the contract without paying for any cost.
3. The principal declares to be familiar with the performance of the artist, including the type or kind of contracted performance.
4. The principal guarantees that there will be a good (clothing) accommodation, where the artist can dress and remain during a break. This accommodation has to be of reasonable dimensions, enough heating and sufficient lightning, mirrors and electric sockets (wall plugs); this accommodation can be locked and is within the range of sanitary.
5. The principal guarantees that there is a sufficient stage space including necessary natured sockets (wall plugs), sufficient room for all equipment, attributes, audio and light systems, (musical) instruments etc. and where an act can perform without danger for damage and breakdowns. The principal guarantees that, in case of open air, the stage equipment and natured sockets are safe for rain (water), sufficient protected and covered, so that the weather conditions – also unexpected – do not cause any damage to the artist, his clothes, attributes and other things.
6. The principal knows that the artist(s) and technicians involved have the right to get two consumptions in one hour, during the performance, and during the built up and take down of the equipment, attributes, audio and light systems, (musical) instruments etc.
7. In case the accommodation and/or audio and light systems provided by the principal is not sufficient and does not meet the requirements of the artist(s), then Smeets has the right to cancel the performance. In such cases the principal is always obliged to pay the cost of this performance, as made so far, to Smeets.
8. The principal guarantees that without the written permission of Smeets, it is not allowed to make any sound and film recordings of the performance, and that not any sound bearers, posters, photos and/or other articles where the name, picture and/or logo of the artist is used, before or after the performance are sold, in our nearby the location where the performance is held.
9. The principal is full responsible for the consequences of equipment damage, caused before, during or after the concert and/or performance, consequences of breakdowns in electric installations; also the damage and missing caused by audience to accommodations, decorations, audio and light systems, attractions or clothing pieces and all other attributes, during the preparation of the concert, performance, festivity, event and/or theatre production, during the performance itself and after the end of the performance in the location and clothing rooms caused by the audience.
10. The principal may cancel an agreement that was made, but is obliged to pay the cost also in case of bad weather. The principal is responsible for the presence of the requirements for the music and other necessary official permission papers.
11. Any possible Buma/Stemra-rights will be accountable for the principal, unless otherwise agreed. The author rights will be counted over the total amount.
12. In case of renewal and repeated contracting the hired artist(s), the principal is obliged to hire exclusively via Smeets again; a penalty of 30% of the mentioned buying out; this amount will be accountable in one time, without any defectiveness. The principal may not hire the same artist(s) via third parties or others than Smeets.
13. In case Smeets and the principal have made an agreement, where the principal needs to pay a net rate directly to the artist, the principal is responsible for the contribution of rate tax, social premiums (insurance), the employer portion, and other obligations.

14. Smeets declares being a (fictional) employer at the "buying out" agreement between Smeets and the principal where the payment is agreed to take care of payrolling, here to understand: all official acting, demands and contributions of rate tax, insurance, premiums etc.

15. The prospecting agreed prices are related to a price-base on the materials, ingredients, travel expenses, rates, assurance premiums, fiscal demands, premiums social securities, import duties, technical and organizational cost and further fixing of prices, valid from the day of sending the prospect or agreement. In case of delivery or operation any price fixing – even if it happens as a result of foreseen or unforeseen circumstances – Smeets has the right, either to count an uprising to the principal, or cancel the agreement without any cost or damage.

16. Smeets is no longer held to the agreement, or the part of it that has not been carried out, in case the principal is declared bankrupt, or has asked for delay of payment, or when there is seizure of the principal. In this case, the principal cannot ask for any cost or damage compensation.

17. Illness or occupation disability of the artist, including other circumstances resulting in a force majeure, also count as a force majeure for Smeets. Smeets is obliged to inform the principal about the above mentioned circumstances, as soon as one is aware of these circumstances.

18. The artist(s) must inform Smeets in case of illness or other unforeseen circumstances. Smeets will do efforts for replacement by another/similar artist, to be discussed with contractor 1.

19. Smeets has the right to cancel an agreement, only until 4 days prior to the scheduled performance, in the case that the hired artist has a television performance, television recording or act outside Benelux-countries. In such case, the principal cannot require any cost, claims or demands from Smeets or the artist(s).

20. In case of force majeure on the side of one of the parties involved, one party will inform the other as soon as possible, mentioning the cause, the type and the duration of the force majeure. Under force majeure we include: strike, armed conflict, civil war, rebellion, national commotion, tumult, mutiny and sedition as defined in the Association of Insurance registered under number 136.1981 district (county) court in The Hague.

21. Smeets keeps the right to secure the observance of obligations of the principal. The principal is obliged, in case of lack or faulty material to pay the debt within the time fence and before the due date, or in case he cannot fulfill his financial obligations according Smeets, to secure the observance of the obligations.

22. In case of a delay in payment – being all payments regardless which cause, not immediately done on the due date - a rent of at least 11% per month will be added, of which part of the month will be counted for a whole month – counting from the first day of due until the day of payment. Cost of persecution of non-payment and collecting-charges, both judicial and extrajudicial, including the juridical assistance and those not liquidated by the judge, will be charged to the principal where the extrajudicial cost will be 15% of the total agreed payment, with a minimum of € 50,- and without prejudice the VAT and process and execution cost.

23. In case a principal and/or debtor has not paid within 30 days, counting from the invoice date, then Smeets is allowed to suspend and/or cancel all agreements without warning, without prejudice Smeets has the right to ask for damage cost.

24. In case of exceeding the due date of payment, without warning, automatically all rights handed to the principal, including author rights or licence, also all other rights will be cancelled and transferred back to Smeets. In such case, Smeets has the right to end every use of his work.

25. Complaints will only be noticed by Smeets, when the facts and reasons are reported immediately to Smeets and confirmed in a written document straight away without any delay. In case the written complaint is not send to Smeets within 8 days, then Smeets is considered to have fulfilled all duties. Complaints do not give the right to cancel any invoice.

26. The artist is obliged to respect the rules, instructions and indications of the principal, and will promise to do his/her ultimate best for each performance on stage.

27. The artist is obliged to take care of the necessary costumes, stage properties, equipment, instruments, etc. in good condition or functioning and meet the safety and security requirements.

28. The artist is aware that he must appear at the location with all necessary attributes, at least 15 minutes before the beginning of the performance, unless between Smeets and principal is agreed otherwise in written documents; that the artist must appear at another (early) time.

29. Smeets can decide to hire (extra) audio facilities or replacements for the performance and stage acts, after discussion with the artist(s).

30. The artist will take care of the detailed information to Smeets regarding the requirements related to the organizational and technical facts (stage-rider) of the performance.

31. The artist is obliged to inform Smeets immediately of not being able to perform on the date or not being able to be present at the location in time as agreed. In case the artist is not able to reach Smeets by phone in time, the artist is responsible to inform the principal of this prevention or delay immediately.

32. The artist is obliged to provide Smeets with all necessary information for correct payrolling and all relevant details, such as a complete and signed employee contract, bank account, forms and social security number. Furthermore in case of illness the artist is obliged to provide Smeets with a signed statement of a medic that is sufficient evidence for the fact that the artist was not able to perform during the date and time of performance as mentioned in the contract.

33. The artist safeguards Smeets for contributions as a result of tax-levy and demands made by tax organizations and associations, caused by any false information by the artist or deputy in necessary documents or by not accepting the cost mentioned by the artist in the contract. This safeguarding is also valid for the balance of tax payable and penalties by tax organizations and associations, caused afterwards by the fact that the information presented to Smeets on behalf of artist(s) and/or deputy did not include the right contributions; whilst tax-levy in fact should have been done correctly.

34. In case of sale or liquidation of the company, state of bankruptcy or delay of the payment to the artist(s) or deputy, then Smeets is no longer held to this agreement. In this case, the deputy cannot ask for any damage compensation. Smeets has the right to make a new alternative agreement to be discussed with the artists, where the parties involved define their new aims and conditions.

35. The artist and/or deputy safeguards Smeets for any possible damage claims of third parties, regarding the official liability as a result of the performances of the artists, including the attributes needed for the performance, as far as owned by the artist(s).

36. All disputes as a result of the realization, operation and fulfillment of the prospect or agreement between Smeets, principal and/or artist(s), will be brought to the district (county) court in Amsterdam. On all clauses mentioned here, the Dutch law is always valid.

As signed on 10<sup>th</sup> January 2004, Amsterdam.

Last revised:

7<sup>th</sup> January 2008;

2<sup>nd</sup> July 2012;

10<sup>th</sup> January 2015;

10<sup>th</sup> January 2020.