

General Terms and Conditions

Article 1 - Applicability

- 1.1 These terms and conditions are applicable to all offers and contracts between Belmont Bookings and third parties regarding to the provision of services or the rental or free loan of goods and affairs.
- 1.2 In the event the other party uses their own general terms and conditions, those are not applicable until after explicit written acceptance by Belmont Bookings.
- 1.3 Any deviation of these terms and conditions are only binding if and so far explicitly agreed upon by Belmont Bookings in writing. Any in this manner accepted deviation is only applicable to the contract in respect of which the deviation is accepted.

Article 2 - Establishment of Contracts

- 2.1 Any offers and confirmations made by Belmont Bookings are optional in their entirety and can be withdrawn or altered at all times, as long as no contract is established, this without creating any obligation for Belmont Bookings to compensate for damages suffered by the other party.
- 2.2 The promoter is obliged to provide Belmont Bookings immediately with all required correct and complete information, documents, records and other data that may be of importance to the preparation and execution of the contract, on the basis of which Belmont Bookings will be able to make an offer to the promoter.
- 2.3 In the event that the obligations as stated in article 2 are not met, de promoter will be without any further notice in default, as a result of which Belmont Bookings will obtain the right to void the contract immediately or to adjourn the execution of their part of the contract, without altering the obligation of the promoter to meet their commitment as agreed upon in the contract.
- 2.4 In principle a contract is established after signing by both Belmont Bookings and the promoter, or when the signed confirmation of the order is handed to Belmont Bookings, or when Belmont Bookings has started the execution of the agreement.
- 2.5 Any agreements between Belmont Bookings and the contacting or representing person of the promoter are binding in respect of the promoter.

Article 3 - Compensation and payment

- 3.1 All compensations exclude VAT and other charges applied by the Government or rights organizations like but not exclusively the BUMA/Stemra, unless explicitly otherwise agreed on.
- 3.2 Unless otherwise agreed upon in writing, all payments by the promoter shall be made within 10 (ten) days after the invoice date. Defiantly Belmont Bookings reserves the right to condition a down payment in the form of a deposit payable in advance. This deposit then is a part of the agreement. If the promoter does not meet the deadline for this deposit, the promoter will be in default without any further notice and will be indebted to Belmont Bookings for the commercial interest in accordance with the Dutch law, article 6:119a BW. Belmont Bookings is only obliged to execute the contract after the deposit has been made.
- 3.3 In the event of incomplete payment or when the payment has not been made in time, the entire claim will be instantly exigible, without any further notice of default.
- 3.4 In the event the promoter is in default of the amount he is indebted for, Belmont Bookings will be permitted to give up the claim to recovery to a third party, of which all costs, as well for Belmont Bookings as for the thus engaged third party, will be fully for the account of the promoter.
- 3.5 In the event that the contract knows more then one promoter, each individual promoter will be jointly and severally obliged to the payment of all compensations and costs to which Belmont Bookings has a right.

Article 4 - Discretion

- 4.1 The promoter and their employees are obliged to maintain absolute discretion regarding all information, records and other data received from Belmont Bookings. Only after Belmont Bookings' written authorization the promoter will be permitted to multiply or have multiplied the received information, records and data.

Article 5 - Liability

- 5.1 Belmont Bookings' total liability for any defaults in the execution of the obligations that derive from the contract, for which Belmont Bookings can be held accountable, is limited to the compensation of direct damages only, on the understanding that this liability will never exceed the invoice value of the contractual obligation that has caused the damages, aforementioned at no point in disregard of the hereafter in article 5 determined.

- 5.2 Direct damages as mentioned in article 5.1 do exclusively comprise:
- Reasonable expenses the promoter would encounter to make Belmont Bookings' commitment meet the contract.
 - Reasonable expenses encountered in the process of determining the cause and extent of the damages, as far as the determining concerns direct damages within the meaning of these terms and conditions.
 - Reasonable expenses encountered in the process of preventing or confining the damage, as far as the promoter establishes to demonstrate that these expenses have lead to the confinement or prevention of the damages.
- 5.3 Excluded of all claims is Belmont Bookings' liability for indirect damages, including but not restrictive consequential damages, lost profits, missed savings and damages caused by economic stagnation within the company.
- 5.4 Belmont Bookings is, in compliance with all other provisions of this article, exclusively liable if the promoter gives Belmont Bookings immediate and valid notice of default, stating a reasonable term to clear the non-fulfilment or inadequate fulfilment, and after this term has passed, Belmont Bookings still neglects to meet its contractual obligations. The notice of default should contain a description of the non-fulfilment or inadequate fulfilment, as detailed as possible, to provide Belmont Bookings with the opportunity to come up with an adequate response.
- 5.5 Before any right to compensation arises the promoter is required to notify Belmont Bookings of the damages, as soon as possible after the manifestation of the damages.
- 5.6 The promoter is liable for any damages in any way caused by the promoter or third parties to goods and affairs rented or given in free loan by Belmont Bookings or used by Belmont Bookings in accordance to the execution of the contract. The promoter is obliged to provide for an adequate insurance and if requested will provide Belmont Bookings with full insight in the insurance policy and its provisions.
- 5.7 The promoter will safeguard Belmont Bookings of all claims by third parties regarding damages for which in accordance to article 5.6 the promoter shall be held liable. The promoter will compensate Belmont Bookings for all damages, including legal costs that may be encountered after claims of third parties.
- 5.8 Belmont Bookings will at no point be liable for damages caused by improper or incompetent use of equipment, goods and affairs put at the disposal of the promoter by Belmont Bookings.

5.9 The promoter is liable for any damages to

- the promoter, the audience or other contracting parties to the promoter or their affairs;
- Belmont Bookings, the artist, their personnel, co-workers or their affairs;
- the location of the performance or the event and all equipment, goods and affairs related to the performance of the artist or the event,

caused by the audience, personnel, employees of the promoter or other contracting parties to the promoter.

Belmont Bookings will at no point be liable for claims of third parties related to damages as mentioned in this provision and the promoter is obliged to provide for an adequate insurance and compensate for all associated expenses.

Article 6 - Rights and Obligations of the promoter

- 6.1 The promoter guarantees to have all required permits regarding the activities of the promoter related to which Belmont Bookings will execute its part of the agreement and regarding the use of the by Belmont Bookings delivered equipment, goods or affairs.
- 6.2 If the promoter wishes to alter the agreement after the establishment of the contract, Belmont Bookings should be notified of these alterations in writing. These alterations are only valid if and when written confirmation by Belmont Bookings has been given.
- 6.3 The promoter guarantees that the supplied rider(s) will be abided in their entirety, for the promoter's own account and risk, without any charge whatsoever to Belmont Bookings.
- 6.4 The promoter is not permitted to terminate the contract before the duration of the contract has passed. If and when the promoter terminates the contract before the duration of the contract has passed, all agreed fees and compensations will be immediately and entirely exigible.
- 6.5 In the event the promoter has stipulated a so-called option regarding a performance of an artist represented by Belmont Bookings, this should be considered a principle agreement.
- 6.6 Both Belmont Bookings and the promoter are obliged to provide the other party with all information regarding developments or progress related to the feasibility and execution of the principle agreement.

- 6.7 In the event of a default in the execution of the obligations that derive from the principle agreement, the promoter will compensate Belmont Bookings for all reasonable costs encountered in the process of executing the principle agreement or in the process of preparing the execution of the principle agreement.
- 6.8 The in 6.7 mentioned obligations are equally applicable in the event an obligation as mentioned in article 6.6 is not abided by.

Article 7 - Intellectual property

- 7.1 Unless explicitly otherwise agreed on, the promoter does not reserve the right to use the name, brands, logo and/or likeness of the artist for any other purposes than promotional use for the benefit of the performance or the event, as placed at the promoter's disposal by Belmont Bookings.
- 7.2 Without written authorization by Belmont Bookings the promoter is not permitted to refer in any way to Belmont Bookings or to use the name or logo of Belmont Bookings.
- 7.3 In the event that on the occasion of the performance of the artist musical works, audio-visual works or other works under the scope of copyright will be multiplied and or made public, the promoter will be at all times responsible to acquire the permission of the entitled person or authority.
- 7.4 Belmont Bookings will at no point be liable to claims of third parties related to the provisions in article 7.3 and will compensate Belmont Bookings for all costs encountered in the process of dealing with those claims, including the costs of legal assistance.
- 7.5 The promoter shall ensure that no recording for professional purposes shall be made of the Artist's performance. It is expressly understood that in the event that the promoter or a third party wishes to record any part of the artist's performance for professional purposes then such must be with the prior written authorization of the artist.
- 7.6 In the event that the promoter provides Belmont Bookings with information, recordings or any other data, meant for publication, the promoter provides Belmont Bookings with the right to publish, multiply or edit the information, recordings or other data, without any compensation being applicable.

Article 8 - Booking

- 8.1 The promoter will only book another artist as support to the performance after consulting with and authorization by Belmont Bookings.
- 8.2 The Artist is allowed to cancel this agreement up until the 10th (tenth) day prior to the day of the performance in the event of TV and/or radio recordings of importance to such a degree that following up on this agreement can not be reasonably demanded of the Artist.
- 8.3 Belmont Bookings reserves the right but is not obligated to consult with the promoter about a substitutive equal artist to replace the performance of the artist that was agreed on in the contract.

Article 9 - Applicable law and forum choice

- 9.1 Dutch law is applicable to these general terms and conditions and to all contracts and agreements with Belmont Bookings.
- 9.2 All conflicts that may arise from the contract or these terms and conditions will be exclusively composed by the competent judge in Amsterdam, in the event the legally competent judge is not the appointed one and the promoter has not, within the term of one month after Belmont Bookings has invoked this provision, made clear in writing to choose the legally competent judge to be the one to compose the conflict.