

## BASIC INFORMATION and CONTRACT CONDITIONS

**Page 1 :** Some information about the presentation you will receive when asking for an estimate

**Pages 2 & 3 :** Standard Contract Conditions - you will find them at the end of any presentation from us

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to get a better understanding of our entertainment presentation . . .

### 1.) What do you get for your money? - if not mentioned differently ...

- *Artist* prices are exclusively for:
  - o The performance as described
  - o Musicians, singer and bands performing songs from their setlist
  - o Show groups performing their rehearsed show.
  - o Travel in Mallorca, arriving one hour before the start of their performance.
  - o The personal equipment/instrument of each artist (guitar of a guitarist, CD-player of a Dj etc.)
- *Equipment* prices are for:
  - o Rent for sound, light, stage systems etc. These costs are depending in the entertainment and performances contracted, amount of guests, the occasion, facilities at the venue, etc.
- *Transport & Man Power* prices are for
  - o Costs for the amount of vans and technicians required for the contracted performance at the specified venue.
  - o The equipment will be setup to be ready at least one hour before the start of the contracted performance.
- *Entertainment Production* is for optional services like:
  - o Costs for preparing special request songs in the desired artist line-up
  - o Production fee for tailor-made shows and performances
  - o Entertainment consultancy by our musical director by phone, e-mail etc., or in a personal meeting, to help you with the selection of the perfect entertainment, artists and repertoire for your occasion.
  - o Location visits, any other kind of meetings regarding the entertainment production for your event
  - o Pre-event-production of demos/videos, presentation performances before your event.
  - o Production supervising during the event by our musical director
- Travel and accommodation for performances abroad are to be organized and paid for by the client.
- You can ask twice for a change of parts of the entertainment presentation without extra payment. Updates for additional services are free of charge, as long as your are adding services to prior confirmed (paid reservation fee) services.

### 2.) Additional information:

- You will find our standard contract conditions at the end of our presentation.
- Last little details and changes for any event have to be communicated and confirmed latest 1 month before the event.
- Any change of the schedule after confirmation of the offer must be discussed first with the artists contracted, and is only possible if they are available for the new schedule and accept the changes.
- Changes regarding the entertainment production, special requests etc. have to announced latest 1 month before the event.
- Sufficient electricity has to be delivered by the venue, organized by the clients: Mostly 1-3 independent power sockets of 220V/16A each; direct at any stage area (max 10m away!). Please contact us if you need further assistance or specialists to help you.

## Contract Conditions:

### 1. The client organizes & provides

#### Various

- Sufficient electricity - max. 10m away from the stage area, if not mentioned different in the entertainment presentation. If you need help, please contact us, we are cooperating with various electrical installation companies!
- If required, all necessary licenses and certificates from the local authorities and royalty associations for the booked entertainment, performances and equipment setup. Any license or certificate required has to be presented to us latest one day before the performance. Our artists are advised not to perform if the required certificates/licenses haven't been presented by the client.
- Stage covering/tent/parasol in case of bad weather conditions and also as protection from the sun (very important for all wooden and electronic instruments). **Our technicians and artists are advised not to setup with rain, or without any protection from the sun, as this can cause unrepairable damage to instruments and equipment.** (see also chapter 5-3)

#### Catering etc.

- For up to 3 hours of presence (incl. setup, sound check etc.) of artists/technicians: non alcoholic drinks
- For more than 3 hours of presence (incl. setup, sound check etc.) of artists/technicians: non alcoholic drinks and 1 snack/pax
- For more than 5 hours of presence of artists/technicians (incl. setup, soundcheck etc.): non alcoholic drinks and 1 warm substantial meal/pax
- 1 dressing room for each gender, with mirrors, if possible with lockers - Please: NO guest or community toilets!

### 2. Set-list & shows of artists:

- If not mentioned different, the artist fees are exclusively for the rehearsed setlist/show of the booked artist
- Special songs that are not in the setlist of the booked artists, and tailor made shows, have to be requested latest 3 month before the event, and will be charged a part.
- Changes to a prior agreed set list/repertoire/show are only possible till latest 1 month before the event
- Every change to a prior agreed set list/repertoire/show later than 1 month before the event has to be consulted first with the artist, and will have an extra orga- and production-fee, a part from the extra fee for a special request.

### 3. Payment by the client

- 1. payment: 30% of the total amount as confirmation of contracting our services - **not refundable !**
- 2. payment: 30% latest 2 months before the event
- 3. payment: 40% latest 10 working days before the event!
- Our fees include the payment to Social Security and the Tax-Offices for artists and technicians with tax residency in the E.U.. On request we can send you the relevant certificate for each artist/ technician booked, on the day of the event without any extra cost.
- All costs for permissions and certificates required from none E.U. residents, to perform legally in Spain, are not included in the artist fee, and are to be paid separately by the client!

**FRESH party & soul band**

**by Mallorca-Inear Entertainment S.L.**

St Ponsa/Mallorca & Knittlingen&Germany tel: +34 971 699602 +49 7043 6053977

[booking@mallorca-inear.com](mailto:booking@mallorca-inear.com)

**4. Penalty for non-fulfillment** – to be paid by client.

- 1-3 month before the event = 50% of the total amount
  - 1 day - 1month before the event = 100% of the total amount
  - If the client hasn't presented required certificates and licenses before the performance = 100% of the total amount
- Penalty for non-fulfillment is to be paid by Rony B. only in the case of gross negligence, and is limited to return of the fee already paid to Rony B. by the client, and only for the portion of the entertainment that was not fulfilled.

The client has to pay the penalty for non-fulfillment also in case of bad weather conditions, especially if:

- he hasn't organized the required covering as mentioned in chapter 1, and part of the booked performances can't be realized, or booked equipment can't be setup.
- he decides to cancel part of the booked entertainment or equipment

**5. Various:**

- Mallorca-Inear makes photos, videos and audio recordings of the performances for internal and PR proposals, including postings on social media like facebook, youtube and others. Because of the actual EU law regarding data protection the client must inform his guests in writing about this, and let us know if one or more guests don't agree to this..
- Taking photos or filming of the performances by the client or a person contracted by the client can be done only with authorization from Mallorca-Inear. In most cases we require a copy of the original non edited material for our PR (including social media).
- The client is responsible for the security and safety of the artists and all technical equipment at the location. In case of loss of, or damage to, the equipment at the event, the client shall pay the complete repair or replacement, unless the damage is caused by Mallorca-Inear, or one of our contracted artists, tech staff, collaborators or third party providers.
- Any issue during the event has to be reported exclusively to Rony B. or a personally presented assistant.
- In case of delay caused by the client or force majeure, the artists are flexible up to a maximum of 30min. A delay of more than 30min will shorten the contracted presence time. In this case the client can book additional time for an extra fee, if the artists are available.
- Rony B. has contracted a professional third party liability insurance, including legal protection, with "AXA Seguros" Spain.

**6. Data Protection:**

- for further information please have a look at the dedicated „Data Protection Info“ pdf!
- download here: [http://www.mallorca-inear.com/mediafiles/pdf/data\\_protection\\_info.pdf](http://www.mallorca-inear.com/mediafiles/pdf/data_protection_info.pdf)

**7. Court of jurisdiction:**

- mutually agreed place of jurisdiction is Palma de Mallorca.

**With the first payment the client confirms that the client has read, fully understands, and agrees to this presentation, including the above mentioned contract conditions and the separate sent data protection information.**

saludos cordiales desde St Ponsa / Mallorca

