# ARTIST SCHEDULE

Agreement made on 16th May 2019 by and between AGAINST THE CURRENT (hereafter referred to as ‘ARTIST’), represented by Mainline Artists LTD trading as GCN (‘AGENT’) and Kyeong Gi Ilbo (hereafter referred to as ‘PROMOTER’).

It is mutually agreed between the parties as follows:

PROMOTER hereby engages the ARTIST, and the ARTIST hereby agrees to perform the engagement (hereinafter referred to as ‘the Engagement’) subject to all of the Terms and Conditions herein set forth, including those on the face of this Agreement and those entitled ‘Artist Rider’ and ‘Terms and Conditions’.

ARTIST BILLING: AGAINST THE CURRENT

(Artist to be billed in alphabetical order on all artwork and promotion).

Date of Engagement: Saturday, 10 August 2019

Venue Name: Pentaport Park

Venue Location: 350 Central-ro, Songdo-dong, Yeonsu-gu, Incheon, Republic of Korea

|  |  |
| --- | --- |
| Artist Fee: | 60,000.00 USD |

## PROMOTER TO PROVIDE:

Flights: Flights included in the final contract price providing the deposit reaches the specified GCN Account by the deposit deadline.

Hotels: Hotel Must be 5 star grade hotel with free wireless internet and late checkout ideally local to venue.

Artists preference and approval of hotel will be the final defining factor in hotel choice. You must provide us with Hotel reference booking numbers for confirmation Seven days pre show.

Number of rooms: 8 Number of Nights in city: 3

Ground: Artist (and entourage if required) to be collected and driven between hotel, airport and venue by a clean and sober driver in a spacious luxury vehicle; promoter to provide.

Driver to be sober at all times.

Dinner to be provided for artist and crew on the night of the event at a quality restaurant. No fast food please unless otherwise requested by the artist.

When entry visa is required it will be provided by the promoter at no extra cost to the artist or artist management. All working or appropriate visa costs to be paid by the promoter both in the country that the visa in obtained in, and the costs of any domestic visa agency used by the artist in obtaining the visa to enter the country in order to perform.

Promoter to provide appropriate Security for artist for duration of stay (to be advanced)

Production: Promoter to provide sound/lights/stage and backline (mutually discussed backline rider given to promoter in advance)

## PAYMENT SCHEDULE:

Deposit: 60000.00 USD

Bank Charges: 100.00 USD

Total : 60100.00 USD

ARTIST additionally expresses that he/she has read and fully agrees to the ‘Artist Rider’ and ‘Terms and Conditions’, which are incorporated herein and make a part of this CONTRACT. ARTIST is to please sign and initial all pa ge s to signify the ir agreement to the CONTRACT.

*AGENT: PROMOTER:*



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Sam Findlay

## Mainline Artists LTD Kyeong Gi Ilbo

6, Gyeongsu-daero 973beon-gil Jang-an-gu, Suwon-si Gyeonggi-do, Republic of Korea

# Appendix 1 - TERMS AND CONDITIONS

The parties hereto acknowledge that the previous ‘Artist Rider’ and following additional ‘Terms and Conditions’ are

incorporated into and make a part of this CONTRACT and the Agreement and between two parties hereto.

GCN shall be herewith be referred to as “AGENT” AGAINST THE CURRENT shall hereby be referred to as “ARTIST” Kyeong Gi Ilbo shall hereby be referred to as “PROMOTER”

## VENUE

1. Under no circumstances may the PROMOTER change the Venue for the Date of Engagement without AGENT’s or ARTIST’s prior written consent, which may be withheld in AGENT’s or ARTIST’s sole discretion, as applicable. A change of Venue by the PROMOTER in the absence of such consent shall constitute a breach of this Agreement and PROMOTER shall be liable for the full amount of Compensation due hereunder regardless of the date on which such change ta k es place;
2. In addition to Venue, PROMOTER hereby agrees to provide all necessary permits and lice nse s re quired by la w for purposes of lawfully conducting an event. Unless otherwise agreed to by AGENT in writing prior to the Date of Engagement, it is hereby acknowledged and agreed that ARTIST shall perform in the primary (main) featured a rea of performance of Venue.

## HOURS OF ENGAGEMENT

ARTIST shall perform a set lasting between set time/hours 60mins / somewhere between 18:00pm and 20:00 pm to be mutually agreed upon by both AGENT and PROMOTER prior to the Date of Engagement.

## BILLING

ARTIST shall receive equal or greater billing with respect to all headlining performers on all materials distribute d by PROMOTER to press and public. PROMOTER agrees to confirm all advertisements and promotional material (including flyer design) using the ARTIST’s name, likeness and/or logos with the ARTIST by fax before going to print. A RTIST shall be billed as follows, and in no other way without the prior written consent of ARTIST or AGENT.

ARTIST’s artwork must be the predominant graphic element on all advertising.

1. PROMOTER agrees that the ARTIST’s name or likeness is not to be connected in any way with any form of sponsorship or endorsement of any kind including but not limited to commercial and political without the prior written agreement of the ARTIST’s representation;
2. In the event that AGENT does not receive the Deposit provided for in facing page hereof by the stipulated date, eith er AGENT or ARTIST, in their sole discretion, shall have the right to cancel the engagement, without pre judice to full payment and with no obligation to mitigate. In such instance, AGENT may contract with other parties with re spect to ARTIST’s performance on the Date of Engagement and no reimbursement shall be due for payments previously made by PROMOTER in connection herewith;
3. PROMOTER shall allow ARTIST up to ten (10) guests (each with “+ 1”) to enter the venue free of any charge on the Date of Engagement.

## CANCELLATION

1. In the event that AGENT does not receive the Deposit by the Deposit Deadline, AGENT and/or ARTIST, in the ir sole discretion, shall have the right to cancel this Agreement and PROMOTER shall remain liable for the full amount of the Deposit due hereunder. In the event of any such termination, ARTIST shall have no obligation to perform for PROMOTER hereunder and AGENT may contract with third parties for ARTIST to perform for such third pa rty ( ies) on the Date of Engagement. Without limiting the foregoing, unless otherwise expressly agreed in writing, neither A G ENT nor ARTIST shall be obligated to refund any payments made by PROMOTER hereunder prior to the date of such cancellation, nor shall AGENT or ARTIST have an obligation to mitigate with respect to owed by PROMOTER hereunder;
2. Notwithstanding anything to the contrary contained herein, in the event that PROMOTER cancels te n ( 10 ) or more weeks prior to the Date of Engagement, PROMOTER shall remain obligated to pay the Deposit but shall be reliev ed of the obligation to make any further payments hereunder. Notwithstanding the foregoing, neither A GENT n or A RTIST shall be obligated to refund any monies in excess of the Deposit previously paid by PROMOTER hereunder;
3. If, for any reason (including but not limited to Act(s) of God, and/or closures of the Venue by any Government agency), PROMOTER cancels the Event within less than ten (10) weeks of the Date of Engagement PROMOTER sha ll remain liable for the full amount of Compensation due hereunder;
4. Notice of cancellation shall be deemed received only if delivered in writing to AGENT via certified or registe red mail (return receipt requested), or by telefax (with confirmed transmission report), and the date of AGENT’s receipt shall be deemed the date of delivery;
5. In the event that any act of God prevents ARTIST from performing on the Date of Engagement, A RTIST will not be held liable and may, in turn, keep all deposits.

## WORK PERMITS / TAXES

PROMOTER, where applicable, shall be responsible for work permits and/or any further e nte rtainme nt ta x e s in the country in which ARTIST’s performance will take place. PROMOTER is also responsib le for a ny a irport a rriv al a nd departure taxes for ARTIST and guest. PROMOTER shall not offset any expenses or taxes of a ny type against Compensation.

## EQUIPMENT

PROMOTER agrees to setup an appropriate DJ booth that is free from interruption. PROMOTER hereby agrees to provide and pay for a first-class sound and lighting system, to include the listed equipment and technical sp ecifications on the Technical Rider (see TECHNICAL RIDER attached).

## PROMOTER’S WARRANTIES AND REPRESENTATIONS

1. PROMOTER hereby acknowledges that AGENT is only responsible for procuring bookings and may not be held liable for any breach of contract by ARTIST;
2. PROMOTER warrants that PROMOTER shall not, nor shall PROMOTER authorize others to photograph, v ideo ta pe, or reproduce ARTIST’s likeness or image in any manner, nor shall PROMOTER record (in any medium) or broadca st ( v ia any means, including, without limitation, radio or internet), or authorize others to record or broadcast, any portion of ARTIST’s performance without AGENT’s or ARTIST’s prior written consent, which may be withheld in AGENT’s or ARTIST’s sole discretion, as applicable. If it becomes evident to ARTIST that any of the foregoing prohibited activ ities is occurring during the Event, the ARTIST may discontinue his performance immediately and shall not be oblig ated to return any monies previously paid to AGENT and/or ARTIST under the Agreement;
3. PROMOTER warrants that he shall not advertise ARTIST’s appearance on the Date of Engagement prior to full execution of this agreement and payment of the deposit due hereunder;
4. PROMOTER warrants that he is eighteen (18) years or older and is authorized to enter into this Agreement.

## MISCELLANEOUS

1. This contract may be modified only by an instrument in writing signed by the parties here to. Should a ny portion of this agreement be deemed null and void under the law, the remainder shall remain in f ull force and effect;
2. PROMOTER agrees to indemnify ARTIST and AGENT for any loss, costs, damages or liabilities due to any claims resulting from breach of this Agreement or in connection with the subject matter hereof. The prevailing party of a ny suit brought in connection with the subject matter hereof shall be entitled to reimbursement of reasonable solicitor’ s fees, court costs and other expenses incurred;
3. (i) This contract shall be governed by and construed under the laws and judicial decisions of the UK. A ll cla ims a nd disputes arising out of the interpretation, performance or breach of this Agreement shall be submitted e x clusiv ely to the jurisdiction of the UK courts; provided however if AGENT and/or ARTIST is sued or joined in a ny other court or forum in respect of any matter which may give rise to a claim by AGENT or ARTIST here under, PROMOTER he re by consents to the jurisdiction of such court or forum over any such claim which ma y be a sserted by A GENT a nd/ or ARTIST;

(ii) The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals ha s expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to a ny other rights and remedies available to it at law or in equity, to reimbursement for its costs and e x pense s ( including court costs and reasonable fees for outside solicitors and expert witnesses) incurred with respect to the bringing a nd maintaining of any such action. The term “prevailing party” for the purposes of this paragraph shall include a defendant who has by motion, judgment verdict or dismissal by the court, successfully defende d a gainst a ny cla im that has been asserted against it;

1. PROMOTER hereby acknowledges and agrees that ARTIST and/or anyone engaged, authorized, employed or supervised by ARTIST, may photograph, video tape, and/or otherwise record, reproduce and distribute such recordings of the Event (“Recordings”), in whole or in part, in any manner or media, and any such Recordings from the incep tion of recording thereof, and all copies manufactured therefrom, together with the images and/or performances embodie d thereon, shall be the sole property of ARTIST or ARTIST’s designee, as applicable (“Copyright Holder”), throughout the world, free from any claims whatsoever by PROMOTER or any third party (including, without limitation, PROMOTER’s

affiliates, partners, investors and the Venue owner) (“Third Party”), and Copyright Holder shall have the exclusive right to copyright such Recordings in its name as the sole and exclusive owner and author thereof and to secure any and all renewals and extensions of such copyright. Neither ARTIST nor ARTIST’s designee shall have any obligation to obta in permission from or provide credit to PROMOTER or any Third Party, except as otherwise required by UK law;

1. PROMOTER shall procure and maintain with duly licensed insurance carriers rated AA or higher for the duration of this Agreement the following types of insurance policies with minimum limits of at least One Million Pounds (£ 1 , 000, 000 ) for any claim arising out of a single occurrence and Two Million Pounds (£2,000,000) for all claims in the aggregate: (i) Workers’ Compensation, (ii) Commercial General Liability, (iii) Auto Liability, and (iv) Property Insurance. Such policies (excluding the Workers’ Compensation Policy) shall name ARTIST, AGENT, and any sponsors of ARTIST’s performa nce hereunder as additional insureds and cover all claims for loss or damage due to personal injury or injury of any kind to property (including property belonging to ARTIST or ARTIST’s agents, contractors and employees) that may arise out of or in connection with ARTIST’s performance hereunder. PROMOTER shall provide AGENT and/or ARTIST with a copy of certificates evidencing such coverate promptly following receipt of AGENT’s or ARTIST’s request therefore;
2. All rights not expressly granted herein are reserved to the ARTIST.

*AGENT: PROMOTER:*



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Sam Findlay

## Mainline Artists LTD Kyeong Gi Ilbo

VAT No: 974465283

Company: Registration Number 6882784 6, Gyeongsu-daero 973beon-gil Jang-an-gu, Suwon-si

Gyeonggi-do, Republic of Korea