

Martin Atkinson



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**CONTRACT NO** CM171002-01 **AN AGREEMENT** made on 01/10/2017  
**BETWEEN** Hull 2017 City Of Culture Hereinafter referred to as **"the Promoter"**  
**AND** Hannah Peel Hereinafter referred to as **"the Artist"**

**WITNESSES** that the PROMOTER hereby engages the ARTIST and the ARTIST accepts an engagement to present **Hannah Peel** to appear as known and give 1 (one) performance at the venue(s) set out below (the **"Venue"**) on the date(s) set out below (the **"Date"**) (such performance is referred to as the **"Performance"**):

| DATE(S)    | VENUE(S)                | CAPACITY | PAYMENT(S)  |
|------------|-------------------------|----------|---|
| 09/12/2017 | City Hall<br>Hull<br>UK | TBC      | £6,000 + VAT plus PA & lights,<br>technical & hospitality rider, catering<br>travel, and 3 x hotel accommodation. |

**PAYMENT**

The Promoter agrees to pay the sum of £3,000.00 + VAT: £600.00 = £3,600.00 (50% of the Guarantee) by telegraphic transfer to the Agent to the credit of the following bank account by no later than Thu 9 Nov 2017.  
The Promoter agrees to pay the sum of £3,000.00 + VAT: £600.00 = £3,600.00 (50% of the Guarantee) by telegraphic transfer to the Agent to the credit of the following bank account by no later than Mon 11 Dec 2017.

ATC LIVE LLP  
Sort Code - 16-00-16  
Account Number - 10136512  
IBAN: GB03RBOS16001610136512  
BIC: RBOSGB2L

Bank transfers are to be net and free of bank charges and must be clearly marked with the contract number as a reference.

50% deposit due on the date as above, to be paid by bank transfer to ATC Live. The remaining balance is payable by bank transfer within one (1) working day of the show.

**CONDITIONS**

- Promoter Also Provides: PA & lights, technical & hospitality rider, catering, travel, and 3 x hotel accommodation.
- Ticket Price: £8 / £10
- Performance Duration: TBC
- Performance Time: 19:30
- Guestlist Allocation: TBC
- Billing: Special Guest
- Promoter's VAT Number:
- All clauses attached hereto form an integral part of this Contract and must be strictly adhered to. Each page of Additional Clauses, Schedule and Rider must be initialled and full signatures given where indicated.

The attached additional clauses (the **"Additional Clauses"**) form a part of this Agreement and the signatures below confirm that the parties have read and approved the Additional Clauses. If any of the terms contained above conflict with the terms of the Additional Clauses then the term set out above shall prevail.

Please sign below to indicate your acceptance and the terms and conditions of this Agreement.

SIGNED: \_\_\_\_\_  
For the promoter: Hull 2017

SIGNED: \_\_\_\_\_  
For the artist: Hannah Peel  
27 Sharon Gardens, London, E9 7RX, United Kingdom

Additional Clauses to contract CM171002-01 Between: Hull 2017 And: Hannah Peel

The following additional clauses are an integral part of the contract to which they are attached. Each page should be initialled, and full signatures given where indicated.

**1. TECHNICAL RIDER**

It is agreed and understood that the Promoter will provide and pay for all requested technical equipment as per the rider requirements which are attached hereto and which form a part of this Agreement. Please read!

**2. BILLING & PROGRAMMING**

The Promoter agrees that the Artist will receive billing as **Hannah Peel** in all publicity and promotion pertaining to the event of which the performance herein is a part. It is agreed that no other act may appear in such publicity and promotion without the prior agreement of the Artist or his representative.

**3. CANCELLATION**

If the Promoter shall cancel the Performance for any reason (save only if due to a Force Majeure Event, in which circumstances the terms of clause 4 below shall apply), the terms of clause 5 below shall apply. The Promoter agrees that the Artist (or the Agent on behalf of the Artist) may cancel the Performance at the Artist's sole discretion at any time prior to the date which is thirty (30) days prior to the Date by serving notice on the Promoter, such notice to take immediate effect. If the Artist (or the Agent on behalf of the Artist) shall serve a cancellation notice, the Artist will repay all portions of the Guarantee already paid by the Promoter to the Artist, and the Promoter shall have no further obligation to make payment of any other portion of the Guarantee. Provided that the Artist (or Agent on behalf of Artist) has repaid all portions of the Guarantee already paid by the Promoter to the Artist, the Artist shall have no further liability to the Promoter in respect of the Artist's cancellation.

**4. FORCE MAJEURE**

A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to the Artist or a member of the Artist's immediate family, any of the Artist's musicians, or key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned by the Artist or leased by the Promoter and/or the Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance and/or the Venue; strike, lockout, any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within the promoter's or the Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond the Artist and/or the Promoter's reasonable control. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement. Notwithstanding the foregoing, if a Force Majeure Event shall occur but Artist is ready and willing to perform, Promoter will pay Artist the full amount of the Guarantee or such portion of the Guarantee which has not been paid to Artist at the relevant time.

**5. OBLIGATIONS**

In the event that the Promoter fails or refuses fully to perform any of its obligations hereunder including but not limited to the timely payment of all sums due to the Artist hereunder, then:

- (i) The Artist in its sole and exclusive discretion, may immediately terminate this Agreement;
- (ii) The Artist will have the right to retain any amounts theretofore paid by The Promoter;
- (iii) The Promoter will immediately reimburse The Artist for any out-of-pockets costs incurred by the Artist and/or Artist as a result of the Promoter's breach;
- (iv) The Promoter will remain liable to the Artist for the Guarantee and any additional compensation due the Artist, as set forth in the Agreement;
- (v) The Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

**6. ENDORSEMENT BY ASSOCIATION**

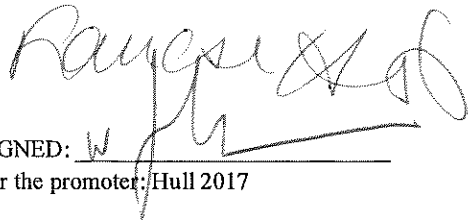
The Promoter agrees that the name, likeness or logo of the Artist shall not be used by any sponsor or be tied to any commercial product or company, nor shall there be any sign, banner or advertising at or within 30 meters of the stage at the Venue on the Date. The Promoter is specifically prohibited from associating the Artist's name with any product or sponsorship or promotion whatsoever without the Artist's prior approval and written consent.

**7. SECURITY**

The Promoter shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property prior to during and after the Performance. In particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console.

**8. RADIO, TELEVISION, PHOTOGRAPHY & NEW MEDIA RECORDING**

The Promoter shall ensure that no recording of any description or for any purpose shall be made of the Artist's performance. It is expressly understood that in the event that the Promoter or a third party wish to record any part of the Artist's performance in any audio, visual or audio-visual media whatsoever then such must be with the prior written agreement between the Promoter and the Artist and the Artist's record company. In the event of such recording, then the

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For the promoter: Hull 2017

SIGNED: \_\_\_\_\_  
For the artist: Hannah Peel  
27 Sharon Gardens, London, E9 7RX, United Kingdom

rights to such recording shall be owned solely and exclusively by the Artist save for any limited licence to broadcast such in the country of performance as agreed between the Artist and Promoter and/or third party.

#### 9. CATERING

It is agreed and understood that the Promoter will provide and pay for all catering required by the Artist and personnel in connection with these engagements.

#### 10. PRS

The Promoter undertakes, as between the Promoter and the Artist, to be responsible for any payments due to the Performing Rights Society (or any other collection society) arising from the Performance. The Promoter shall advise the Artist (in writing) when returning this Agreement the rate of PRS (or the local equivalent performance royalty) and will supply the Artist with such other necessary documentation specifying in detail the amount paid to the Performing Rights Society (or any other collection society) in connection with the Performance no later than two (2) weeks following the Date.

#### 11. GUEST LIST

The Artist is guaranteed the right to admit the number of guests specified under the Contract Conditions on Page 1, free of charge without any reduction in the Guarantee and/or the share of the Net Income payable by the Promoter to the Artist.

#### 12. ITINERARY

The Promoter agrees to provide a full and detailed itinerary with names, addresses, phone and fax numbers of hotels, venues, local promoters, PA & Lighting companies (where applicable), times and locator/reference numbers for all flights and/or trains booked, all running times for the engagement, arrival, doors open and performance times etc. Such itinerary information must be supplied to the Agent no later than fourteen (14) days prior to the Date.

#### 13. MERCHANDISE

It is agreed and understood that the representatives of the Artist will have the exclusive right to sell merchandise in and around the Venue. No commission and/or fees in respect of the sales of the Artist's merchandise will be due to the Promoter and/or the owners of the Venue, unless agreed in writing prior to the Date. A suitable merchandise sales location with display facilities will be made available to the Artist for the sale of merchandise on the Date at the Venue at no charge to the Artist.

#### 14. TAX CERTIFICATE

Promoter shall provide Artist with appropriate original certificates or forms evidencing all applicable withholdings of taxes where applicable no later than three (3) months following the Date. Where no certificate can be provided, the relevant amount must be immediately repaid by the Promoter following the Artist's written demand therefore.

#### 15. TICKET COUNTS

When requested to do so, the Promoter agrees to advise ATC LIVE on a weekly basis of ticket sales figures for each engagement herein.

#### 16. P A / LIGHT: FESTIVALS & SPECIAL EVENTS

The Promoter agrees to provide and pay for a first-class Festival PA (Public Address) and stage monitor systems for use by the Artist during the Artist's performance and for a suitable soundcheck period prior to the performance. Such systems to include the Artist's required specifications that will be advised not later than fourteen (14) days prior to the performance.

The Promoter further agrees to provide and pay for a first class festival stage lighting system for use by the Artist during the performance and to the Artist's specifications.

The Promoter agrees to ensure that the stage is properly covered so that in the event of rain the Artist's stage equipment, the stage area and the festival sound and lighting systems (including but not limited to microphones, stage monitor system, instruments etc.) are kept absolutely dry.

The Promoter agrees to ensure that the electrical power supply provided on stage for the Artist's backline equipment is 100 amp, single phase, 240 volts with adequate Neutral and Earth and not on the same phase as the Stage Lighting system or any other lighting system.

The Promoter agrees to provide and pay for exclusive suitable dressing room and tune-up facilities (room, portacabin, caravan etc.) with a 13-amp electrical power supply. Such facilities to be in close proximity to the stage.

The Promoter agrees to provide plans of the venue and surrounding area indicating for the Artist the best route to the backstage area, artist's parking area etc. Such details to be sent to ATC Live not later than fourteen (14) days prior to the performance.

The Promoter further agrees to ensure that all passes or documentation needed for the Artist and Road Crew to gain access to the festival site and all backstage, stage and sound mixing facilities will arrive at ATC Live not later than fourteen (14) days prior to the performance.

#### 17. HOTELS

The Promoter agrees to provide and pay for the duration of this contract minimum 3\* hotel accommodation for the 3 x members of the touring party (if required in the conditions of the contract - rooming list to be advised by the Artist's Tour Manager) inclusive of breakfast and providing for late check-out, each with bath/shower and toilet en-suite, within close proximity to the venue. It is further agreed and understood that in the event that The Artist does not require any

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hotels The Promoter has agreed to provide, the Promoter will pay to The Artist the agreed cost of such hotel rooms in cash pro rata.

#### 18. TAXES

The Promoter agrees that the Artist's fee in this contract is net and free of tax.

#### 19. MERCHANDISE STAND ACCESS

The merchandise stand must be accessible to any ticket buyer for one hour after the show finishes.

#### 20. LOSS OR DAMAGE TO ARTISTS EQUIPMENT

Any loss or damage to the Artist's equipment once at the site of the engagement(s) is the direct financial responsibility of the Promoter. Promoter shall also be liable for any extra costs incurred by the Artist caused by any loss or damage to the Artist's equipment whilst at the site of the engagement.

#### 21. LIMITATION OF ARTISTS LIABILITY

It is expressly agreed and declared that neither the Artist or the Artist's tour party or representatives shall have any liability of whatsoever nature and howsoever caused including but not limited to the attendance by any person or persons at the Venue, or the sale of tickets for the Performance, or damage occasioned to the structure and fabric of the Venue including furniture and furnishings in the Venue. Under no circumstances whatsoever will any damage or other incidental loss be chargeable back to the Artist. FURTHER UNDER NO CIRCUMSTANCES WILL ARTIST AND/OR ARTIST'S AGENT BE LIABLE TO PROMOTER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE ARTIST'S AND/OR ARTIST'S AGENT'S PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 22. INSURANCE

The Promoter hereby warrants that the Promoter has secured:

- (i) adequate insurance for the Artists and the Artists' personal property and equipment,
- (ii) adequate insurance covering claims for damage to the Venue and its fixtures, furnishings and fittings,
- (iii) adequate employer's liability insurance and (public liability insurance covering claims by the Promoter's staff or their families or by members of the public or their families in the event of personal injury or death sustained in connection with this Agreement, and
- (iv) adequate insurance against all claims associated with the cancellation of the Performance including due to any Force Majeure Event. In the event of the Promoter having failed to effect any such insurance to cover any or all of the liabilities arising under this clause, the Promoter shall be liable for all relevant claims.

#### 23. ELIGIBILITY & INTERPRETATION

Promoter agrees that the Promoter has the full right, title and authority to enter into this Agreement. This Agreement and any variations or amendments shall be governed in accordance with the laws and procedures of England and Wales and the courts of England shall be the courts of exclusive and competent jurisdiction.

#### 24. NON FULFILLMENT

The Agent takes no responsibility for any breach and/or non-fulfilment of this Agreement by the Promoter and/or the Artist.

#### 25. BINDER

If the Agent has not received a copy of this Agreement signed by the Promoter within fourteen (14) days of the date of this Agreement, and the Promoter has not raised any written objections to the Agreement within such fourteen (14) day period, this Agreement shall constitute a binding agreement between the Artist and the Promoter.

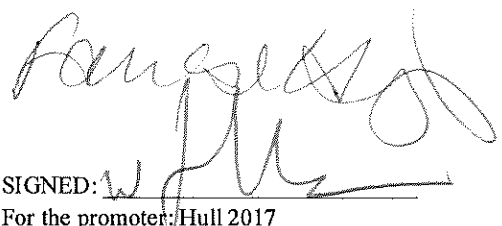
Rider to contract no: CM171002-01

Between: Hull 2017

And: Hannah Peel

The following Rider is an integral part of the contract to which it is attached. Each page should be initialled and full signatures given where indicated.

**THE FULL RIDER AND TECH WILL BE SENT ATTACHED IN A SEPARATE FILE, TOGETHER WITH THE CONTRACT.**

SIGNED:   
For the promoter: Hull 2017

SIGNED: \_\_\_\_\_  
For the artist: Hannah Peel  
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