



Contract No. RC/68300

**AN AGREEMENT** made on the 5th October 2017

**BETWEEN** ~~Sam Hunt pp~~ Hull 2017 UK City of Culture 2017 Limited  
hereinafter called "the Promoter" of the one part

**AND** Nadine Shah  
hereinafter called "the Artist" of the other part

**WITNESSETH** that the Promoter hereby engages the Artist and the Artist hereby accepts the engagement

**TO PRESENT** Nadine Shah

**TO APPEAR** as known in his/her/their usual entertainment and give **ONE** performance at the venue, on the date and for the payment stated below:

**PAYMENT** £3,000 + PA & Lights, Catering and Rider

Venue	Substance Festival Hull City Hall Queen Victoria Square Carr Ln Hull HU1 3RQ United Kingdom	Date	Saturday 9th December 2017
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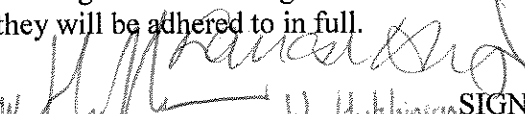

### CONDITIONS

Payment arrangements: **50% to CODA by 9th November 2017, balance of 50% to CODA by 11th December 2017.**

Production contact: **Aidan.lesser@hull2017.co.uk**  
 Venue opening time: **19:00**  
 Performance time: **20:30**  
 Curfew: **23:00**  
 Venue capacity: **1800**  
 Budgeted capacity: **1000**  
 Ticket price: **£8 / £10**  
 Announcement date: **16th October 2017**

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.

I/We the undersigned acknowledge that I/we have read the terms and conditions herein and agree that they will be adhered to in full.

<b>SIGNED:</b> 	<b>SIGNED:</b> 
for the promoter	for the artist
VAT Number: 225697677	VAT Number: _____
Address: Pacific Exchange 40 High Street Hull HU1 1PS United Kingdom	Address: _____
Tel / Mobile: 00441482318956 00447968855187	Tel / Mobile: _____
Email: sam.hunt@hull2017.co.uk	Email: _____

This agency is not responsible for non-fulfilment of Contracts by Promoter or Artist but every reasonable safeguard is assured.

**CODA AGENCY LIMITED, 1 Wenlock Road, London N1 7SL**  
**Telephone: +44 (0)20 7017 2500 Fax: +44 (0)20 7017 2555 agents@codagency.com**  
 Registered Office as above. Registered no: 08775625. Registered VAT no: 175 7047 88

**Additional Clauses to Contract no: RC/68300**  
**Between: Sam Hunt pp. Hull 2017 UK City of Culture**  
**And: Nadine Shah**

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 PAYMENT DETAILS**

### **1.1 BRITISH STERLING TRANSFERS BEING SENT FROM OUTSIDE THE UK**

The Promoter agrees that 50% of the Artist's fee will be paid in advance by BANK-TO-BANK TRANSFER to the following bank account:

Bank Name: **Coutts**  
Bank Address: **440 Strand**  
**London WC2R 0QS**  
Account Name: **Coda Agency Limited**  
Account Number: **04491904**  
Sort Code: **18-00-02**  
IBAN Number: **GB81 COUT 1800 0204 4919 04**  
SWIFT / BIC: **COUTGB22**

The deposit, referenced by the Contract Number and Artist's name, should arrive in the above account by 9th November 2017. Please ensure all bank charges are absorbed by the remitter. Please note that if the engagement is cancelled by the Promoter this deposit is non-refundable. The balance of the Artist's fee, plus VAT on the total fee (if applicable) must be paid to CODA by 11th December 2017.

### **1.2 DIFFERENT CURRENCY ON SETTLEMENT**

The agreed fee for this engagement is in Pounds Sterling currency. If the balance is paid to the artist on the night of engagement in local currency, not Pounds Sterling as agreed, then the amount must be at the prevailing exchange rate plus 15% to allow for losses upon exchange in the UK.

### **1.3 PENALTIES FOR LATE PAYMENT OF FEES**

Please note that prompt payment of the deposit and other monies due to the Artist within the deadlines stipulated herein is of the essence of this agreement. If the Promoter fails to meet more than one (1) payment deadline in connection with this engagement the Artist may, in his sole discretion, decline to perform and retain any balance of fees paid at that date as compensation for Promoter's failure to comply with the payment conditions of this agreement. Furthermore, the Artist shall be entitled to compensation and interest for any element of the fee(s) paid late as provided by the Late Payment of Commercial Debts (Interest) Act 1998.

## **2 BILLING & PROMOTION**

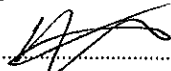
### **2.1 FESTIVAL BILLING**

The Promoter agrees that the Artist will receive Festival billing as Nadine Shah in all publicity and promotion pertaining to the event of which the performance herein is a part. It is

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SIGNED  
for the Promoter .....



SIGNED  
for the Artist .....

agreed that no other act may appear in such publicity and promotion without the prior agreement of the Artist or his representative.

## 2.2 ADVERTISING & PROMOTION

Where advised by the Artist or his/her/their representative, the Artist's logo must be used on all promotional materials pertaining to this engagement. It is agreed and understood that if the Promoter is so advised, tickets for the aforementioned performance(s) will not be advertised for sale until the necessary artwork files have been received from the Artist or its representative. In the event the Promoter wishes to print its own promotional and publicity material for the engagement, proofs of all such material (including without limitation advertisements, posters, programmes, flyers, press releases and any other written material) must be sent to [laura@codaagency.com](mailto:laura@codaagency.com) for prior approval before being made publicly available by any means. Subject to express contrary agreement, no images sourced via the Internet or any other unauthorised channel may be used for promotional purposes.

## 2.3 FLYPOSTING

Coda Agency Limited does not monitor or endorse flyposting. In the event that either the Artist or Coda Agency Limited incurs fines and/or other penalties as a result of any contravention of Section 224(3) of the Town and Country Planning Act 1990 or Regulation 30 of the Town and Country Planning (Control of Advertisements) Regulations 2007 (as applicable) in connection with this engagement, the Promoter shall be directly liable for the payment or reimbursement of all such fines and/or penalties howsoever incurred. Furthermore, in the event of the Promoter's failure to pay or assume responsibility for such fines following written notice thereof, Coda Agency Limited shall be entitled in its reasonable discretion to disclose the identity of the Promoter to the relevant regulating authority.

## 2.4 SUPPORT

The Promoter should not confirm any support artist(s) without previous authorisation from Coda Agency Limited. Coda will advise if the artist is touring with support artist.

## 2.5 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 throughout the entire engagement. 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.

# 3 EQUIPMENT & RIDER

## 3.1 TECHNICAL EQUIPMENT

It is agreed and understood that the Promoter will provide and pay for all requested equipment as per the rider requirements. In the event of any inconsistency between the terms hereto and the rider, the latter shall prevail.

## 3.2 PA & LIGHTS

The Promoter agrees to provide and pay for a first-class PA (Public Address) System and a First Class Stage Lighting System as well as experienced technician(s) as necessary for use by the Artist for the duration of this Contract. The specifications for such PA and Lighting

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SIGNED  
for the Promoter .....

SIGNED  
for the Artist .....

System will be advised by the Artist not later than fourteen (14) days prior to the performance.

### 3.3 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 this engagement as specified in the Artist's hospitality rider.

### 3.4 GUEST LIST

The Artist reserves the right to admit up to TBA guests free of charge without prejudice to its fee. The Artist or their representative may submit the names of such guests at any time before doors open.

## 4 TRAVEL

### 4.1 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 arrive at Coda Agency Limited not later than fourteen (14) days prior to the performance date.

## 5 SAFETY & SECURITY

### 5.1 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 during and after the performance. 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. Security protection to commence upon the arrival of the Artist on the premises.

### 5.2 LOSS OR DAMAGE TO ARTIST'S EQUIPMENT

Any loss or damage to the Artist's equipment once at the site of the engagement 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.

### 5.3 INSURANCE

The Promoter hereby warrants that he has taken out adequate insurance covering claims for damage to the venue and its fixtures, furnishings and fittings, Employer's Liability 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 engagement. The Promoter further warrants that it will procure, at its own expense, appropriate cancellation and abandonment insurance sufficient to discharge all of its obligations set out herein. The Artist may in its discretion require that the Promoter produces certificates of insurance confirming its compliance with this clause within ten (10) days of the performance, and may elect to terminate this contract without penalty in the event the Promoter fails to produce such certificates; however if Artist elects to affirm the contract, this

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SIGNED  
for the Promoter .....



SIGNED  
for the Artist .....



shall not operate as a waiver of Promoter's obligations herein. In the event of the Promoter failing to effect such insurance to cover all possible liabilities arising under this clause, the Promoter shall be solely liable for any consequent claims.

#### 5.4 INDEMNITY

The Promoter hereby indemnifies and holds the Artist, as well as their respective agents, representatives, principals, employees and directors harmless from and against any loss, damage or expense, including reasonable legal fees, incurred or suffered by or threatened against Artist of any of the foregoing persons in connection with of as a result of any claim for personal injury of property damage or otherwise brought by or on behalf of any third party as a result of or in connection with the engagement, which claim does not result from gross negligence on the part of the Artist.

### 6 GENERAL TERMS

#### 6.1 ROLE OF AGENT

Coda Agency Limited acts only as agent for the Artist and in furtherance thereof for the benefit of Coda Agency Limited and assumes no liability hereunder. For the avoidance of doubt, monies received by Coda Agency Limited hereunder on behalf of the Artist shall be held in escrow for the Artist's benefit until such time as qualifying conditions for the release of such monies are fulfilled by both parties hereto. It is further agreed that neither Artist nor Promoter shall name or join Coda Agency Limited as a party in any civil action or suit (save only a civil action for recovery of fees due to the Artist hereunder) anywhere in the world arising out of, or in connection with, or related to any acts of commission or omission pursuant to or in connection with this agreement by either Artist or Promoter.

#### 6.2 CANCELLATION

In the event of cancellation of this engagement by the Promoter for any reason (subject to any specific contrary provision in this Agreement), the Promoter shall be liable and bound to pay 100% of the agreed fee to the Artist as a cancellation charge.

Notwithstanding anything to the contrary contained herein, it is further agreed and understood that the Artist reserves the right to decline to perform on the night if in the Artist's reasonable opinion the health & safety of the Artist is at risk as a result of negligence or non-compliance with the terms of this contract on the part of the Promoter or their contractors, including by way of example but not limited to such reasons as faulty or insufficient electrical power, inadequate or unsafe staging, inadequate crash barrier or water penetration, and in such circumstances Coda Agency Limited shall be entitled to retain 100% of the agreed fee on behalf of the Artist.

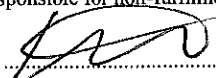
#### 6.3 NON-PERFORMANCE BY PROMOTER

If before the performance date it is found that the Promoter has not performed fully its obligations under this or any other agreement with any party connected with this or another engagement, or if the financial credit of the Promoter has been misrepresented or impaired, the Artist may in his absolute discretion cancel the performance without payment or penalty of any sort, irrespective of monies paid by Promoter to Artist at the date of cancellation. In addition the Promoter shall reimburse Artist for any verifiable expenses incurred by Artist as a result of Promoter's breach.

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for the Promoter .....



SIGNED  
for the Artist .....

**6.4 SECONDARY TICKETING**

The Promoter shall not under any circumstances sell or otherwise facilitate the sale of tickets to secondary vendors (by way of example but without limitation eBay, Viagogo, Seat Exchange, Seatwave and GetMeIn), or any third party performing a similar service, without the express written consent of the Artist.

**6.5 BOOKING FEES**

In the event any tickets for this/these engagement(s) become subject to a booking fee in excess of fifteen per cent (15%) of their face value at the point of sale (exclusive of credit card fees), such booking fees must be declared and agreed with the Artist's booking agent prior to the Promoter making the applicable tickets available for general sale.

**6.6 CONFIRMATION OF VENUE**

The Artist's engagement hereto is conditional upon the Promoter's securing of the performance venue at the dates and times specified in the Conditions. In the event that the venue was not secured at the time this contract was signed or otherwise commenced pursuant to clause 6.10 below, the Artist shall be entitled to receive a cancellation fee in accordance with the time thresholds set out in clause 6.2 above, treating the day when the Artist was notified of the venue's availability as the date of cancellation. Any proposal to alter the performance venue, dates and times set out in the Conditions shall be strictly subject to Artist's prior consent.

**6.7 MERCHANDISE**

The Artist reserves the sole and exclusive right to sell, or cause to be sold, merchandise (including audio recordings in any and all formats and media) bearing the Artist's name or likeness and the Promoter agrees to provide a safe and suitable area for this purpose inside the venue close to the main entrance, ~~at no cost whatsoever to the Artist.~~ *15% applied by venue. We don't control this.*

**6.8 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 wishes 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 authorisation of the Artist. In the event of such recording, then the 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.

**6.9 LIMITATION OF ARTIST'S LIABILITY**

It is expressly agreed and declared that neither the Artist nor the Artist's tour party or representatives shall have any liability of whatsoever nature and howsoever caused including but not limited to the attendance of the general public at the engagement, or the sale of tickets therefore, or damage occasioned to the structure and fabric including furniture and furnishings of the building or buildings in which the performance takes place. Under no circumstances whatsoever will any damage or other incidental loss be chargeable back to the Artist.

**6.10 FORCE MAJEURE**

If the Artist's performance(s) hereunder is rendered impossible, hazardous, unsafe or is otherwise prevented or impaired due to sickness; inability to perform due to Artist's death,

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for the Promoter .....

SIGNED  
for the Artist .....

injury or disability; accident; interruption or failure of means of transportation; Acts of God; a national calamity; riots or civil disorder in the vicinity of the venue which either party reasonably believes threatens the safety of the Artist, his tour party or equipment; strikes, labour disputes and lockouts; epidemics; the act or order of any public authority; failure of staging or electrical supplies not attributable in any way whatsoever to the negligence of the Promoter, his agents or subcontractors; and/or any other cause or event, similar or dissimilar, provided such events are beyond the control of either party, then the Promoter's obligations solely with regard to the affected performance(s) shall be excused, there shall be no claim for damages or expenses by the Promoter, and the Promoter shall likewise have no liability to the Artist in connection therewith save solely for the reimbursement of any expenses incurred by the Artist in respect of such affected performance(s).

For the avoidance of doubt the following events shall not be automatically deemed Force Majeure occurrences: inclement weather; and fire, earthquakes, volcanic activity, floods or acts of terrorism not resulting in damage to the venue or its immediate surroundings sufficient to render it unusable or unsuitable for the performance(s). However, in such circumstances the Artist shall have the right to determine, acting reasonably, whether such events shall render the performance(s) impossible, hazardous or unsafe. Without limiting the foregoing, the Promoter's failure to make suitable provisions for weather conditions, or to procure suitable cancellation insurance to mitigate risks associated with outdoor events as provided in clause 5.3, shall not in itself be sufficient grounds for the declaration of a Force Majeure Event. In such circumstances the Promoter shall remain liable to pay the Artist the balance of the fee (or proportion thereof) called for under clause 6.2.

However, in the event inclement weather physically prevents the Artist from attending the venue prior to the performances, such occurrence shall be deemed an interruption or failure of means of transportation and therefore constitute a force majeure event for the purposes of this clause.

For the avoidance of doubt, changing circumstances which do not materially affect the Promoter's ability to perform its obligations, but do have the effect of reducing the economic benefit of performing this agreement or making such performance uneconomic shall not be deemed a Force Majeure Event.

Notwithstanding the foregoing, provided Artist is ready, willing and able to perform, the Promoter shall remain liable to pay the Artist 100% of the engagement fee plus any monies called for in this Agreement (including without limitation reimbursable travel and accommodation expenses) regardless of the occurrence of any of the foregoing events.

#### **6.11 ELIGIBILITY & INTERPRETATION**

Promoter agrees that he is of the legally acceptable age to enter into this contract. It is agreed and understood by both parties to this agreement that in the event of any dispute, this contract shall be interpreted under and according to the laws of England.

#### **6.12 CONDITION PRECEDENT — BINDER**

It is a condition of this contract that should it not be signed and returned to Coda Agency Limited within 14 days of its issue, subject to no written objections being made within that time period, the terms documented in this contract shall constitute a binding agreement between the parties.

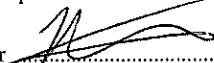
#### **6.13 CONFIDENTIALITY**

The fees and conditions in this contract are strictly confidential and shall be kept confidential by all parties hereto. An unauthorised breach of confidentiality shall immediately make this

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SIGNED  
for the Promoter .....



SIGNED  
for the Artist .....



contract null and void and dissolved. In addition, in the event of an unauthorised breach of confidence on the part of the Promoter, the Artist may at its election retain part of all of the fee by way of compensation payable up to the date of such disclosure.

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SIGNED  
for the Promoter .....

A handwritten signature in black ink, appearing to be a stylized name, written over the dotted line for the Promoter's signature.

SIGNED  
for the Artist .....