

where Artist commenced its journey, of any other place that Artist is contracted to attend, together with all incidental costs.

#### **4. PROMOTION**

Artist shall provide to Hull 2017 and shall ensure that Hull 2017 will have the right to use the Artist's name and an approved image and biography of the Artist in order to promote the performance by the Artist as part of Hull 2017. In addition, Artist authorises Hull 2017 to take images and footage of the performance by the Artist solely for marketing and promotion of UK City of Culture.

#### **5. TAX**

The Artist shall be fully responsible for any taxation arising from or made in connection with this Agreement.

#### **6. INSURANCE**

Hull 2017 agrees to retain any and all necessary personal injury and/or or property damage and liability insurance with respect to the activities of Artist on the premises of the Hull 2017 or at such other location where Hull 2017 directs Artist to perform. Hull 2017 shall provide documentary evidence to the Agent of any such policies of insurance on request. Artist agrees to effect and maintain adequate insurance policies from a reputable insurance agent, including but not limited to public liability insurance, to cover against all usual statutory and other legal liabilities.

#### **7. DAMAGE & LIABILITY**

Hull 2017 agrees 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 attendance by any person or persons at the engagement, or the sale of tickets for the Performance, or damage occasioned to the structure and fabric of the Venue including furniture and furnishings of the Venue) and that no damage or other incidental loss shall be chargeable back to the Artist except where evidence of due negligence shown from the Artist is disclosed.

#### **8. WARRANTY**

Hull 2017 warrants that it has the legal right and authority to execute and carry out this Agreement and also that the owner or operator of the Venue, has given permission for its use.

#### **9. LICENSING**

Hull 2017 is responsible for obtaining and paying for all necessary performing rights, public entertainment licences and any other statutory licences and permissions required in connection with the Venue and Artist's performance. The Artist shall be conversant in and abide by the Health & Safety regulation requirements at the Venue and shall observe the Venue's Technical Rules.

#### **10. NO UNAUTHORISED EXPLOITATION OF HULL 2017**

Other than as set out in this Agreement, Artist shall not: (i) commercially exploit the Hull 2017 brand; or (ii) do anything which creates an association of any kind between the Artist or any third party and (b) Hull 2017; or (iii) make any private commercial (or

fundraising) use of its relationship to Hull 2017. Artist shall not, and shall use its best endeavours to procure that none of its sub-contractors shall (i) do anything to knowingly damage Hull 2017's relationship with its funders; nor (ii) do anything that would bring Hull 2017 or UK City of Culture into disrepute.

## **11. NO PARTNERSHIP OR AGENCY**

- 11.1. The Artist enters into this Agreement as an independent contractor. This Agreement shall not in any way be construed to create a partnership or any other joint undertaking or venture between the parties hereto and neither party shall be liable for any representation or act of omission of the other.
- 11.2. Without limiting the generality of the foregoing it is acknowledged and agreed that Hull 2017 is not agent of the Artist and has not authority to incur liability or to act on behalf of the Artist in any manner whatsoever. Hull 2017 shall not hold itself out as the agent of or as having the authority to incur liability on behalf of the Artist.
- 11.3. This Agreement cannot be assigned or transferred without the written consent of the Artist or Hull 2017, neither can it be amended, supplemented, varied or discharged, except by an instrument in writing, signed by both parties.
- 11.4. Each party acknowledges that this Agreement and any schedule, attachments or riders incorporated herein constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior discussions, understanding and agreements between the parties and their agents.
- 11.5. No failure to exercise and no delay in exercising, on the part of either of the parties, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of that right or remedy and any single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy.
- 11.6. This Agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.
- 11.7. Hull 2017 undertakes that neither it nor Hull 2017's employees, consultants or agents shall use or disclose to any person any confidential information about the business or affairs of the Artist or any of its business contacts, or about any other matters which may come to Hull 2017's knowledge in the course of Hull 2017's dealings with the Artist. For the purposes of this clause, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Artist including without limitation the terms of this Agreement (including without limitation the fee payable hereunder).
- 11.8. This Agreement and any schedule, attachments or riders incorporated herein, and any dispute or claim arising out of or in connection with it shall be governed and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts and may only be modified by signed written agreement.

Signed by Sam Hunt (Executive Producer) )  
for and on behalf of )  
Hull 2017 )

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Signed by Fran Hegyi (Executive Director) )  
for and on behalf of )  
Hull 2017 )

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Signed by CHAMBERS )  
for and on behalf of )  
Artist )

) E.C.P. ....