



## **TIM ENSO's (Artemiy Reimich Rider)**

### The terms and conditions of the tour organization

The fulfillment of all clauses hereof shall be a necessary term to organize and conduct the Artist's performance at the relevant professional level.

#### **1. General requirements**

The Organizer shall initially provide the Artist with the maximum detailed information about the event (its date, idea and concept, sponsorship, promotion, line up, performance, the expected audience number, etc.) and the venue (its name, location, capacity, attendance, technical rider, design, history). The fee amount shall be fixed; the terms and conditions of the stay shall be defined only after obtaining the information indicated above.

#### **2. Fee and payments**

2.1. The fee shall be discussed beforehand and separately in each case.

2.2. Two payment variants shall be available:

a) two-phase payment: 50% of the total amount shall be paid 2 (two) weeks prior to the Artist's performance by crediting the account specified in the Appendix hereto; the rest 50% of the total amount shall be paid in cash on the Artist's arrival to the venue, not later than 1 (one) hour before his performance begins; or

b) 100% prepayment not later than 2 (two) weeks prior to the event target date.

2.3. In case the Artist is not paid, his performance shall be canceled. Herewith the prepayment received by the Artist shall not be repaid to the Organizer and shall be considered as a forfeit. In case the event is canceled through the Organizer's fault, the Artist shall not repay any payments made before.

2.4. The Organizer provides the legal support of the event including payments to the relevant institutions on defense and control of copyrights and allied rights.

#### **3. Advertising and materials**

3.1. The Artist's name shall be written in full and without abbreviations - Tim Enso (without any quotation marks. It shall be obligatory to indicate the Artist's website after his name - [www.timenso.com](http://www.timenso.com)). For example,

**Tim Enso ([www.timenso.com](http://www.timenso.com))**

It shall also be obligatory to place the official Tim Enso logo in all visual advertising materials of the event (it shall be possible to get it in the right format directly from the Artist before the performance begins).

3.2. For promotion purposes the Organizer shall use only official information provided by the Artist personally (personal data, photographic materials, etc.).

3.3. The Organizer shall approve all advertising materials related to the event with the Artist's performance (show bills, flyers, audio and video, etc.) with the Artist not later than 2 (two) weeks prior to the performance. The Organizer shall inform the Artist about any advertising, political, and other promotional events combined with the event.

#### **4. Travelling and transport**

4.1. The Organizer shall organize and pay for the Artist's travelling from Moscow to the performance venue and back. The travelling cost shall include tickets, bed-clothing (if by railway) as well as meals during traveling, and excess baggage (in case of the air flight). The Artist shall be provided with all two-way tickets not later than 1 (one) week prior to the performance.

4.2. It shall be necessary to use the following kinds of transport (depending on the distance from Moscow):

- up to 300 km – a car in a good condition (the production year shall be 2005 and later);

- more than 300 km – air flight or railway transport (if the travelling does not take more than 6 hours in one direction including transfers).

Aeroflot and S7 companies shall be preferred, while Utair, Avianova, SkyExpress, Nordavia airline companies shall be strongly DENIED.

**Attention!** The flights by planes manufactured in Russia such as YAK, AN, TU, IL, etc. shall be strongly **REFUSED**.  
4.3. When travelling abroad (in the protected areas, etc.), the Organizer shall provide the Artist with a list of all necessary documents and assist in their preparation.

4.4. The Artist shall not be liable for the flight delays through the fault of airline companies, trains delays, vehicle breakdown, etc.

## **5. Staying, accommodations and meals**

5.1. The Organizer shall guarantee that the Artist shall be met in time. The Artist shall be provided with a car in a good condition for his meeting, farewell and stay time.

5.2. If the Artist's stay in the city is more than 6 (six) hours, the Organizer shall organize the Artist's accommodation in a hotel or an apartment (flat) with the level not lower than 4\*. It shall obligatorily have a bathroom, cold and hot water, double bed, a phone, an iron, a fridge, Wi-Fi; everything shall be in a working condition. The Organizer shall be responsible for all documents required for and by a hotel. The Organizer shall provide the Artist with the data about accommodation location including its name, address, phone and the booking details before the Artist arrives there.

5.3. The Organizer shall provide the Artist with three meals a day for all time he stays in the city, or he shall pay daily allowance in the amount of not less than RUR 3,000 (Russia) and \$100 (other countries) per day in local currency.

5.4. The Organizer shall ensure the safety for the Artist's health and property during the whole stay. If the Artist incurs any losses to his property damage or harming his health, the Organizer shall pay the remuneration which amount depends on the damage level.

5.5. Sightseeing of the place where the Artist stays shall be welcomed.

## **6. The Artist's performance**

6.1. On the arrival to the venue the Artist shall be released from all formalities to enter all stage premises and zones. He shall be provided with security before, after and during the performance. The Artist shall be entitled to freely invite 5 (five) guests to the performance on his behalf.

6.2. The Organizer shall provide the Artist with all necessary equipment. See Technical Rider, Cl. 8.

6.3. Before the Artist's performance the Organizer shall provide the availability of 2 (two) bottles of cool mineral still water at the DJ stand.

6.4. The Artist shall not be bothered during the performance (except due to force majeure).

6.5. During the performance any advertising, MC's work and the set break shall be excluded.

In case the DJ stand is at the stage, any dance shows and walking at the stage shall be prohibited during the performance.

6.6. The Organizer shall inform the Artist about video and audio recording of the event 2 (two) hours before the performance begins, otherwise the Artist shall reserve his right to refuse from the performance. The Organizer shall have the right to perform photo reportage of the event with the further provision of all materials to the Artist within 96 hours at the data medium or via e-mail.

It shall be **STRONGLY** prohibited to make any records of the Artist's performance on any kind of media (CD, cassette, mini-disk, computer, MP3-player) without Artist's official permission! In case the Artist gives his personal permission, it shall be **STRONGLY** prohibited to release this record on any media without the Artist's official permission. Herewith, the Artist and/or the Artist's manager shall freely perform photo and video recording.

## **7. Amendments to the Agreement**

7.1. In case of any situations that make it impossible for the Artist to perform (political, transport problems, complications of the local character, the Artist's disease, etc.) or force majeure circumstances (which conditions were developed by the International Chamber of Commerce - Force Major and Hardship ICC Brochure Nr.421, Paris, 1985), this agreement shall terminate without any claims from either party. Herewith if the Artist has been paid, the payment shall be returned to the Organizer in the amount of 50% of the fee, and the remaining amount shall be taken into account during further collaboration.

7.2. The Artist shall not be liable for the flight delays through the fault of airline companies, train delays, vehicle breakdown as well as force majeure whether they are earthquakes, floods, etc.

7.3. In case of the violation or non-fulfillment of the terms hereof, the Artist shall reserve the absolute right to refuse from the performance and leave all payments made before.

