



Laughing Dog Music
288 Twentywell Lane
Sheffield S17 4QF

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Contract Number: 00306 Date: 20/09/2023

An agreement between: Crail Folk Club

referred to as 'Management'

And: KIT HAWES & AARON CATLOW

referred to as the 'Artist'

Management Name:

Tony Kingsbury, Crail Folk Club,

11 Marketgate North,

Crail,

Fife KY10 3TH

Laughing Dog Music is not responsible for any non-fulfilment of the contracts by proprietors, manager or artists, but every reasonable safeguard is assured.

The artists agree to perform on the date:-

THURSDAY 14 MARCH 2024

Deal: £450 gtee vs 70% + accomm + meal + tech Payment to: **Laughing Dog Music**

Sort code **08-92-99** Acc No: **63121874 (Co-op)**

Venue Address:

Crail Community Hall

St Andrews Rd,

Crail,

Anstruther KY10 3UH

Accommodation:

Hotel/B & B to be booked by the venue (2 singles)

Hospitality: Soft drinks, water, tea, coffee and a meal or something to eat or buy out @ £15 per person

PA and engineer to be provided by the management / venue at no cost to the artists (as per tech rider).

Arrival: approx.. 5pm (tbc)
Soundcheck: approx.. 5.30pm (tbc)
Doors: 7.30pm (tbc)
On stage time: 8pm (tbc)

Signed by Laughing Dog Music for and behalf of the Artist:-


_____ Date 20.09.23

Signed by the Management / Promoter:-
_____ Date _____

Please sign and email to the above address

Publicity requirements (please advise):

A3A5

Commission on merch (please advise) if applicable:

1. GENERAL CONTRACTUAL PROVISIONS:

LAUGHING DOG MUSIC is acting as agent and not as principal and as such accepts no liability for any acts, failures, errors or omissions on the part of the Artiste or the Promoter.

If there is any inconsistency between the terms set out in this Exhibit and the terms set out in the main body of the contract then those terms set out in the main body of the contract will prevail.

Should this contract not be signed within 5 business days of issue then the terms set out in this contract shall constitute written confirmation of the terms verbally agreed and shall constitute a binding agreement.

The Promoter will not make any written changes or amendments to the contract and any riders without the written consent of Laughing Dog Music. The Promoter understands that any changes marked on the contract will not be accepted and are null and void. If the Promoter wishes to make changes to the contract (other than to the agreed main commercial terms) then the Promoter will state any changes that need to be made in writing to the Agent. The Agent will then confirm back in writing whether these changes are accepted. Unless and until approved by the Agent in writing such changes do not form part of the contract.

2. PAYMENT, CANCELLATION FEES, PRODUCTION FEES AND EXPENSES:

It is agreed and understood that the specific details of payment / deposits are included in the main body of the contract and the Promoter agrees to adhere to the terms set out in those specific clauses.

If applicable the Promoter shall pay Value Added Tax on all monies payable under this contract.

Any money received by Laughing Dog Music in respect of this contract, including deposits, will be held in the Laughing Dog Music client account. It will immediately become available or released to the Artiste upon completion of the contractual engagement(s). Should there be any disputes concerning payment in respect of the performance, the Promoter must inform Laughing Dog Music immediately and before any money held is passed onto the Artiste upon completion of the contracted engagement.

The Promoter agrees that in the event that the contractual terms are expenses reliant all expenses incurred must all be substantiated by the presentation of individual invoices or receipts for the same if the Promoter wishes to reclaim or recharge these to the Artiste. If a receipt or invoice cannot be submitted, the Promoter agrees that this expense shall not be validated and will be paid by the Promoter, and not charged to the Artiste. The Promoter further agrees to submit a detailed, itemised account breakdown of each engagement with the expenses incurred on the day of the engagement.

Any cancellation must be made in writing and sent by Recorded Delivery to Laughing Dog Music whereupon acceptance of the cancellation can be discussed, and a cancellation fee agreed if relevant.

Cancellation of this agreement by the management will be subject to the following penalties:

12 weeks notice of cancellation 25% of original fee will be due to the Artiste.

4 weeks notice of cancellation 75% of original fee will be due to the Artiste.

14 days notice of cancellation 100% of original fee will be due to the Artiste.

3. FORCE MAJEURE:

If the Artiste performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labour difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Artiste's control, or if extreme weather conditions result in an inability to stage the event then the Artiste's obligations with respect to the affected performance(s) shall be excused and this contract shall be cancelled. For the avoidance of doubt, if the contract is cancelled in accordance with this provision, all deposits shall be refunded less reasonable expenses. For purposes of this provision, the term "Artiste" shall include Artiste or any member thereof.

4. BILLING, PROMOTION, ADVERTISING AND APPROVALS:

The Promoter agrees that he/she will endeavour to use all reasonable means within his/her power and knowledge to promote the engagement and venue to the best of his/her ability, in an effort to ensure that the engagement at the venue has an attendant audience in keeping with its capacity and the Artiste's audience potential.

It is agreed and understood that any and all artwork to be used in advertising the Artiste, whether it be for posters, newspapers or any other media advertising, must be submitted to Laughing Dog Music in good time for the Artiste's approval prior to being released for use.

The Promoter shall use only Artiste – supplied advertising mattes, photographs, biographies and materials. If none are provided by the Artiste, any use of the Artiste's name, likeness, logo, image or otherwise shall be subjected to the Artiste's prior written approval.

This engagement is confirmed only on the understanding that there is to be absolutely no announcement of any sort whatsoever, and that no tickets may be put on sale, prior to a mutually agreed date set between Artiste and the Promoter.

The Promoter agrees to provide a weekly breakdown of ticket sales to Laughing Dog Music. The Promoter also agrees to furnish the Artiste or their representative with a computerised box office statement on the night of the engagement verifying the exact number of tickets sold and the number of tickets used for Promotion as well emailing a copy to Laughing Dog Music the day after the engagement.

5. ARTISTE RIDER, GUEST LIST, SECURITY, RECORDING ARRANGEMENTS, MERCHANDISE AND SPONSORSHIP:

The Artiste's rider(s) (technical and personal) form(s) an integral part of the contract and is incorporated into this contract by reference. Failure to comply with all material conditions of the contract and rider will constitute a breach of contract and the Artiste shall be entitled to cancel the performance without prejudice to the payment in full. The Artiste has the right to make non material alterations to the rider and technical specification and will inform the Promoter of any such changes in writing. If the Artiste wishes to make material alterations to the rider and/or technical specifications this will be with the agreement of the Promoter. If the Promoter wishes to modify the rider and/or technical specifications, he must put his/her request in writing to the Agent within 5 days of the rider or technical specification being issued. Only changes made to the rider or technical specification with the written authorisation of the Agent will be valid.

It is agreed and understood that an Artiste guest-list shall be agreed upon by the Promoter and the Artiste's Tour Manager and/or authorised representative of the Artiste prior to the engagement.

The Promoter will ensure that no recording of any sort or description either audio or visual, and for any purposes shall be made of the Artiste(s) performance, and will likewise ensure that no broadcast for radio, electronic media, webcast or television is made of the appearance no filming of any sort of the performance takes place without prior written consent from the Artiste.

It is agreed and understood that the Promoter will not commit the Artiste to any personal appearance, interview or other type of promotion or appearance.

The Promoter shall guarantee security at all times to ensure the safety of the Artiste, the Artiste's entourage and auxiliary personnel, instruments and all equipment and personal property, during and after the engagement.

Representatives of the Artiste will have the exclusive right to sell merchandise with the venue of each engagement. No commission on the sales of merchandise will be due to the Promoter or the venue, unless agreed in writing prior to the day of the engagement. A suitable location will be made available to the Artiste's representatives to sell souvenir programs, Photographs, records and any and all merchandise including, but not limited to, articles of clothing (ie. T-shirts, hats etc), posters, stickers etc on the premises of the place(s) of performance.

6. INSURANCE AND INDEMNIFICATION:

The Promoter confirms that it provides public liability insurance coverage to protect members of the public in the event of personal injury or other loss or damage sustained as a consequence of the operation or installation of the equipment or for any other reason connected with the engagement holding the Artiste and the Artiste's full travel party harmless from claims and/or actions by any and all persons who suffer personal injury or property damage during incidental to any performances given under this Contract.

The Promoter hereby indemnifies and holds the Artiste and the Artiste's travel party, as well as their respective managers, agents, Artiste representatives, principles, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable lawyer's fees, incurred or suffered by or threatened against the Artiste, performers or Artistes performing with the Artiste, or musicians or any of the forgoing in connection with or as a result of any claim for personal injury or

property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the Artiste.

The Promoter's insurance must cover the Artiste and the Artiste's travel party against loss, damage and or theft of personal belongings, musical instruments and equipment resulting from the Promoter's own act of negligence as well as those of its agents and or any other persons.

The Promoter shall indemnify and hold harmless the Artiste from and against any and all damages, claims, costs, judgements, fees, penalties, fines and / or other sums incurred in connection with any failure and/or delay by the Promoter to pay any necessary taxes, fees, levies, and the like to the applicable governmental or other authorities.

7. MISCELLANEOUS:

All notices to be given under the terms of this contract shall be in writing and sent to the parties named in this contract at the addresses set out in the main body of this contract. Notices should be sent by pre-paid registered post and shall be deemed received on the second day after posting in the case of notices sent to an address in the same country and within seven days of posting in the case of a notice sent to an address outside the country in which the sender is located.

This contract is not intended to nor shall it create any rights, entitlements, claims or benefits enforceable by any person who is not a party to it. Accordingly, no person shall derive any benefit or have any right, entitlement, or claim in relation to this contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

The parties to this contract undertake to do all acts and things and execute and any all instruments or documents reasonably required by the other to give effect to his contract.

This contract represents the entire contract between the parties, no reliance shall be placed on representations made prior to signature of this contract unless the same are also included in this contract (including any riders).

Any variation to this contract must be in writing and signed by the parties to this contract.

PRINT NAME:

SIGNED FOR AND ON BEHALF OF THE PROMOTER / VENUE:

DATE:
