

Live Show Contract

• The Company (hereinafter Smart):

Name:	SMart Ibérica de Impulso Empresarial, Sociedad Cooperativa Andaluza
Activity name:	
Project name:	
Legally represented by:	María Pilar López García <i>in his capacity as President's Company</i>
Invoicing address:	C/Luis de Morales, Nº 32, Oficina 29, planta 2, Edificio Forum, 41018, Sevilla
Correspondence address:	
Tax ID:	F-90065418
Register Cooperatives Entry Code:	MARCA 02067

• The SMartib's professional partner (hereinafter the artist) who will take part in the performance:

Individually

As Group Activity Administrator

Full name:		Age:	
Nationality:		ID Card Num:	
Address:			
Tel./mobile:			
E-mail:			
Project name:			

• Contracting company or individual promoter (hereinafter the customer):

Full name:			
Company name:			
Legal form:			
ID card nº/Tax ID nº:		Nationality:	
Legally represented by:		In his/her capacity as:	
Street:		Nº:	
Town/city:		Province:	
Postcode:		PO box:	
Contact person:			
Tel./mobile:		Email:	

• Description of the performance(s) subject to this contract:

Show title:			
Theatrical director, choreographer, author:			
Performance day(s):		Duration piece:	
Number of performances:		Performance times:	
Place of performance:			
Set-up day and time:		Packing up day and time:	
Number of participating artists:		Arrival day and time:	
Number of participating artists:		Arrival day and time:	

• Payments

Price to be paid by the customer (gross amount):		
VAT:		Total amount (including VAT):
Advance payments or payments on account:		
Payments pending:		
Agreed payment date:		
Payment will be made by transfer to the following account:		
Bank:	FIARE BANCA ÉTICA	
Account number:	1550-0001-21-0004230322	
IBAN code:	ES69-1550-0001-2100-0423-0322	BIC/Swift code: ETICES21XXX

• Other payments

The customer shall pay the following daily allowances from the time the artist arrives:

Daily	People	Days
Total daily sums:		

• Travel and transport expenses

The customer shall pay the expenses (see maximum sum on the right) in accordance with original receipts presented (the original receipts must be presented not more than 4 weeks after the performance date. After this date, the artist is responsible for his/her travel and transport expenses):	Maximum amount:
From:	To:

• Accommodation

The customer shall book the following accommodation for the artist:

Accommodation address (give details in attached document if necessary)					
People:	Arrival:	Departure:	Num. nights:	Double rooms:	Single rooms:

• Technical conditions

The artist shall supply the customer with a sheet of technical details (appendix I). The customer shall provide the artist with the equipment agreed in writing between the technical contacts of the customer and the artist.

Artist's technical contact:	Tel.:
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Contract signed at _____ date ____ / ____ / ____.
The undersigned expressly accept the general clauses included on the reverse of the contract and on the attached sheets.

Stamp of Smart and representative's signature

Customer's signature

Signed by:

Signed by:

ID/VAT:

ID/VAT:

THEY DECLARE THAT

ONE.- Whereas SMART IBÉRICA DE IMPULSO EMPRESARIAL, S. Coop. And. (hereinafter Smart) is a company involved in guidance, training, supervision and mutual service provision for artists, craftspeople, creative people and other professionals in the cultural sector and providing artistic, creative and cultural services to society in general, both to individuals and to public and private organisations. At the same time, it can carry out intermediary tasks on behalf of its partners who benefit from its activities and the third parties to which they provide services.

In Activity mode, the Administrator of the activity whose signature appears on this contract represents the members – professional partners of Smart – of a joint group, whose defined and contracted composition may not be altered without the prior authorisation and consent of Smart and the customer.

TWO.- Whereas the contracting company or individual promoter identified above (hereinafter the customer) is interested in Smart putting on the indicated show and, accepting this production, both parties, in the capacities in which they act and by common agreement, issue this contract subject to the following

GENERAL CONTRACTING CLAUSES

1. Validity

The signing of this contract implies the acceptance by the signatories of these general clauses. Any provision contradicting it contained in any document or correspondence between the parties, other than exceptions expressly made in writing in advance and also accepted in writing by a Smart office or delegate, shall be null and void. Otherwise, Smart's activities shall be exclusively governed by the clauses specified in this contractual document.

2. Capacity and solvency

Smart states that it has full legal capacity, together with the technical and professional capacity, necessary to implement this contract.

The customer states that it has the necessary legal capacity to operate and is sufficiently financially solvent to undertake the commitments acquired.

3. Commissioning and periods

With the signing of this contract, the customer accepts that it is definitively and irrevocably commissioning the performances described above and, for its part, Smart agrees to produce the show(s).

The agreed dates shall be respected by the signatory parties. Any amendment or alteration to them shall require the express consent of the other party. If this is not given for any justified reason, the appropriate compensation for losses and damages may be due to the party not originating such a change. If the commission for the performance includes an advance payment or payment on account, any change in the dates agreed by the customer shall mean this advance payment will not be refunded.

4. Complaints

Any complaint concerning the quantity and quality of the performances and/or invoicing shall be received by Smart by certified mail in the form of complaint with reasons. If this does not occur, the right to complain shall expire fifteen natural days from the last day of performance. The presentation of a complaint shall not exempt the customer from the obligation to pay.

5. Payment method and late payment

The customer shall pay the sums accruing under this contract after Smart first presents an invoice demonstrating compliance with the purpose of this contract.

Invoices issued by Smart must be paid before the date referred to in this contract and, in all cases, before the invoice issued by Smart is due. The payment shall be documented by transfer to Smart's account, number: ES69-1550-0001-2100-0423-0322 (FIARE BANCA ÉTICA).

If payment is not made on the agreed date, a surcharge of 15% shall be added to the invoices, without the need for any notification by the customer. This percentage may be increased by 10% as a penalty, also without the need for any notification by the customer. The penalty sum shall never be less than €50. Failure or delay in paying part or all of an invoice shall immediately lead to all invoices owed by the customer becoming due. Smart reserves the right to reject any subsequent commission/order by the customer or to make acceptance of such commissions/orders subject to the acceptance of the relevant guarantees.

6. Alteration or cancellation of the commissioned show

No commission may be cancelled or altered without Smart's prior written consent and it is subject to the customer paying all costs resulting from such alteration or cancellation. Even with Smart's prior written agreement, if the customer cancels a performance, Smart may claim payment for the entire contracted show if it has been partly or entirely performed, or payment of 50% of the agreed sum if there have been no performances. If the commission included an advance payment or payment on account, as specified in this contract, this payment shall not be refunded, whatever the reason for the cancellation.

The show may be cancelled by either party (Smart or the customer) and this shall take immediate effect if one of the parties fails to respect the obligations established in these general clauses and if these irregularities have been notified to the other party by registered post and not put right within a maximum period of 15 natural days.

7. Intellectual Property

The customer takes express responsibility for obtaining all authorisations required for the performance, organisation, reproduction, distribution, public communication and transformation of performances protected by copyright and similar rights under this show or live performance contract.

Similarly, the customer shall make the payments generated under the operation and purpose of the contract, particularly to organisations managing copyright and similar rights.

This clause shall, in all cases, be governed and interpreted in accordance with the provisions of Royal Legislative Decree 1/1996, dated 12 April, approving the Reformed Text of the Intellectual Property Act and, in general by the applicable legal provisions.

8. Responsibility

Smart pledges that the performance(s) subject to this contract shall take place. Smart's staff pledges to ensure that any equipment and infrastructures assigned by the customer are kept in good condition so the show can be performed properly. Smart accepts no liability for indirect damages of any kind that may be suffered by the customer or any third party, such as additional costs, losses due to operation, contractual losses, losses due to planning, loss of data of software, time of inactivity of machines, commercial or financial claims, loss of profit or market share, increase in costs or any other type of loss that may result as a result of the commission and of producing the performance. The customer is fully informed of the artistic qualifications of SMartib's partners responsible for producing part or all of the show and waives the right to hold Smart directly liable in this respect. Smart's professional partner takes responsibility for the proper development of the show in terms of quality, seriousness and image, as well as maintaining the good reputation of his/her organisation. However, as contractor, Smart shall be liable for the failure of its professional artist to attend without due cause or failure to comply with any other obligation accepted under this contract, without prejudice to actions it may have a right to take in law against the artist.

As contracting company, Smart is responsible for compliance with the corresponding tax and social security obligations in relation to the contracted performances, as well as drawing up an Occupational Risk Assessment and Safety Plan, as appropriate.

9. Unforeseen circumstances or force majeure

If Smart is obliged to interrupt a show due to unforeseen circumstances, the validity of the contract is suspended while Smart cannot guarantee to carry out the performance(s). Unforeseen circumstances (force majeure) are all unpredictable and inevitable events of any kind beyond Smart's control, for example natural disasters, bad weather, fires, strikes, serious personal impediment affecting Smart's professional partner (illness, accident, etc.), sabotage or legal or administrative measures making it impossible to fulfil the contract. In any of these cases, Smart pledges to give notice of the reason as quickly as possible and to provide the appropriate form of proof, if necessary.

10. Price and assignment of rights

By common accord, the parties establish the price mentioned at the beginning of this contract or in the specific contracting terms and conditions as the price of the performance(s). The price agreed under this contract shall be increased by the corresponding sums representing VAT or any other tax imposed.

The price expressly includes:

- a) The cost of the corresponding insurance policy.
- b) Expenses and costs generated by the performance(s), the costs inherent in it, telephone costs, social charges and other general expenses of Smart's professional artist, until the show has finished.

Smart may not fully or partially assign or transfer the rights and obligations deriving from this contract to third parties, whether they are individuals or organisations, without the customer's written authorisation.

11. Suspension

The production of the contracted performance may be suspended:

- If Smart's professional members are in any kind of physical danger, whether this is due to the audience attending the event or due to the poor state of the facilities where the performance is being given.
- If the facilities do not meet the minimum conditions agreed or the TECHNICAL DETAILS concerning the technical requirements (Appendix I) are not duly completed.
- If the performance is suspended during the seventy-two hours prior to the performance or when it has already begun or if SMartib's professional is at the place established for giving the performance, as appropriate, the customer pledges to pay Smart the entire financial sum under the conditions established in this contract.

12. Just cause for termination

The following provide just cause for the termination of this contract:

- a) The death or overwhelming incapacity of the individual promoter or the extinction of the legal identity of the contracting company.
- b) Declaration of bankruptcy, suspension of payment, a creditor's meeting or insolvency under any procedure or an arrangement with creditors.
- c) Mutual agreement between the customer and Smart.
- d) Failure by the customer to provide the guarantees demanded.
- e) An unjustified delay in compliance by Smart's professional artist in compliance with established periods.
- f) Breach of the remaining essential contractual obligations.
- g) Reasons expressly established in the contract.

13. Nullity

The revocation or nullity of any of these general clauses shall not invalidate the other clauses. The null or revoked clause must be replaced, by common agreement or judicial order, by a clause with similar financial effects as the clause declared null and void.

14. Legal obligations

Smart declares that it is up to date in compliance with both its tax and social security obligations.

15. Civil liability cover policy

Smart ensures civil liability cover for damages to third parties as a result of giving the contracted performance through a "Civil Liability Insurance Policy" covering any risk that may derive from its implementation for up to €500,000 per claim.

16. Reproduction and promotional material

Any kind of recording or reproduction (radio, TV, Internet, including private or home-made recording and reproduction) shall require the written consent of a Smart office or representative. If such express consent is given, the customer must send two high-quality copies to Smart within a week of the show. These copies shall be provided for private use and free of charge.

If the customer so requires, Smart pledges to deliver high-quality photographic material showing the professional partner so it can be used by the customer to publicise and promote the performances to be given.

17. Confidentiality

The customer and Smart shall, under all circumstances, respect the confidential nature of the data provided. The parties pledge to maintain absolute secrecy concerning the personal data to which they may have access in accordance with this Contract and to observe all legal provisions contained in the Personal Data Protection Act 15/1999, dated 13 December.

18. Additional regulations

Anything not expressly established in this document, in the specific contracting conditions, in the other documents incorporated in the contract, or in the legal regulations concerning artistic production and service provision, general service provision or those to which the parties are expressly referred, shall be governed by generally applicable provisions, particularly those contained in the Civil Code.

19. Jurisdictional rights

The parties, waiving any other jurisdiction or rights to which they may be entitled, submit to the Courts and Tribunals of Seville to resolve any disagreement that may arise from compliance with these general contracting conditions, the specific contracting conditions or any other document forming an integral part of this contract.

20. Data Protection

In accordance with the Organic Law on Protection of Personal Data 3/2018 and (EU) 2016/679 (General Data Protection Regulation), please note that your data has been included in the "Clients" registry of the activities of SMART data processing. IBERICA DE IMPULSO EMPRESARIAL, S. COOP. AND.

We also inform that your data can be transferred to the SMART group, always adequately protecting the credit, to the tax authorities, banks, savings banks and rural banks, as well as to the public administrations and competent in the matter. You can exercise your rights of access, rectification, limitation, elimination, portability and opposition to treatment by communicating with SMART IBERICA DE IMPULSO EMPRESARIAL, S. COOP. AND in the direction C/Luis de Morales, Nº 32, Oficina 29, planta 2, Edificio Forum, CP. 41018, Sevilla

**APPENDIX I TECHNICAL
DETAILS**

**APPENDIX II ARTISTIC
DETAILS**

**APPENDIX III TIMING OF
WORK**