

GENERAL TERMS AND CONDITIONS ORANJEWOUD FESTIVAL

1. The organiser facilitates a venue with technical facilities as agreed upon and referred to in the contract and the technical rider;
2. In case a technical rider is attached, it is an integral part of this contract;
3. The artist shall provide the organiser with publicity photographs and biography upon request in advance of the performance. The artist shall provide the organiser with press photos and biographies where appropriate upon request;
4. This contract does not cover rights in commercial audio and/or video media, nor internet streaming, casting or downloading of any kind unless specifically agreed;
5. Practical agreements (with regards to rehearsals, get-in times etc.) are made by the production management of the organiser, who contacts the artist for this purpose;
6. The organiser is entitled to all publicity and merchandising rights relating to advertising, publicity and promotion of the concert in any form or in any media;
7. The artist hereby grants permission to the organiser for the use of his/her name, portrait and all information and materials provided to the organiser following this agreement for advertising, merchandising, publicity and promotional material, including the program that the organiser will publish in relation to the concert;
8. The artist accepts that the organiser offers sponsorship opportunities concerning the concert to both commercial and non-commercial organizations. In that context, the organiser has the exclusive right to these sponsorship opportunities. The organiser will not mention any sponsors of the artist in this communication, unless specifically agreed upon in writing in advance;
9. The artist declares to be willing to cooperate in publicity activities to support the concert;
10. The artist declares to be willing to cooperate with radio and/or television recordings of a rehearsal and/or the agreed performance of which the broadcast is exclusively intended for documentary, informative or publicity purposes and of which the broadcast duration may not exceed three minutes without the artist or agreeing upon an extra fee;
11. The organiser has the right to record the entire performance for radio, television or webz. Unless the parties have agreed otherwise in writing, no additional fee will be paid to the artist;
12. The organiser owns the rights of the recordings mentioned in 10 and 11;
13. The organiser is not liable for damage to goods or persons insofar as this was not caused by intent or gross negligence of (one) employee(s) of the organiser;
14. The artist indemnifies the organiser for claims based on the copyright of third parties;
15. Deviation from these agreements can only be made if both the artist and the organiser agree in advance and exclusively in writing. The changes then form part of the agreement;
16. If the artist or the organiser is prevented from honouring this agreement due to effects of force majeure (such as war, revolution, fire, inundation, epidemics, national mourning, rebellion, strikes, requisitioning, government regulations, bereavement or illness), this agreement shall be null and void;

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17. Even though the parties are aware of the existence of Covid-19 and the possible consequences, they expressly agree that Covid-19 and all consequences thereof, in whatever form, fall under the description referred to in Article 16. These include but are not limited to any (government) measures or advice as well as forecasts about the further course of the pandemic that, in the unilateral judgment of Oranjewoud Festival, lead to unacceptable risks for the continuity of Oranjewoud Festival if the obligations of the agreement will be fulfilled.
18. If the artist cancels this agreement for reasons other than force majeure, or if found to be in breach of any of its terms, the organiser is released of his/her obligations mentioned in this contract and the artist is liable to pay any expenses already incurred by the organiser for which the artist is contractually liable.