

Appendix 1

Cancellation of Engagement due force majeure or inclement weather

This Appendix applies to the agreement (the “**Agreement**”) between ESK Events & Promotion GmbH (referred to as the “**Promoter**”) and the artist/agency (referred to as the “**Artist**”) (Promoter and Artist are also referred to as a “**Party**” or the “**Parties**”) with which the Parties have agreed on the performance of the Artist or – in case of an agency contracting with the Promoter – of a performing artist during one or more concerts, festivals or other events (each of such event is referred to as an “**Engagement**”).

1. Definitions

For the purposes of this Agreement,

“**Force Majeure Event**” shall mean any event beyond the control of Agency/Artist and festival promoter, such as war, civil war, acts of terror, epidemics, pandemics, deprivation or other interferences of higher authority, the use of chemical, biological or biochemical substances or nuclear energy;

“**Inclement Weather Event**” shall mean any weather event posing a threat to the life and physical safety of the artists, organizers and/or audience, or the venue no longer complying with the festival’s safety regulations, in particular due to weather-related local air velocity of at least gale force 8 on the Beaufort scale, frozen precipitation in the form of hailstones with a diameter of at least 5 mm, thunderbolt, flooding of the venue land.

2. Consequences of a Force Majeure or Inclement Weather Event

If a festival or a performance of Artist is cancelled or curtailed due to a “**Force Majeure Event**”,

- i. the Parties will be released from their contractual obligations;
- ii. each Party shall bear its own costs;
- iii. the Artist/Agency is obliged to immediately repay any advances made by the Promoter; and
- iv. each Party warrants that no claim will be asserted against the other party due to the cancellation/curtailment, irrespective of their legal grounds.

If a festival or a performance of Artist is cancelled or curtailed due to an “**Inclement Weather Event**”,

- i. Promoter will pay an adequate compensatory sum to Artist (to a maximum of the fee for the affected festival), and;
- ii. no further claims against Promoter will be asserted against the other party due to the cancellation/curtailment, irrespective of their legal grounds.

3. Artist illness / accident / injury

If a performance of Artist is cancelled or curtailed due to illness – be it Covid-19 or any other illness –, accident or injury of Artist, No. 2 sent. 1 shall apply mutatis mutandis. Artist is obliged have themselves immediately examined by a medical professional. If applicable Agency warrants that this obligation shall be fulfilled. The results of the medical examination shall be provided to festival promoter or their insurer on a confidential basis.

4. Application of this Appendix

The Parties agree that the provisions of this Appendix shall prevail over any conflicting terms and conditions of the Agreement or any of its exhibits, appendices, riders or the like.