



Muziekgebouw

General terms and conditions buy-out contract Muziekgebouw aan 't IJ – 2024-2025

I Financial agreements

- A. The agreed fee/buy-out amount includes any reimbursement for rehearsal costs and radio or film recording. Any other costs will not be borne by MGII, unless specifically agreed otherwise and referred to in this contract.
- B. The legally prescribed wage tax deductions and national insurance contributions are applicable to the fee/buy-out stated in this contract.
- C. Term of payment: buy-out amount/fee within 14 days after the concert and after receipt of the signed contract and invoice.

II Recording

- A. Making recordings on sound and/or visual carriers by the performer, as well as the publication and/or broadcasting of such recordings is subject to the prior written permission of MGII and to the recording conditions of MGII, payment to be further determined.
- B. MGII holds the right to make an audio registration from events/concerts for MGII archive. The performer approves of this registration and confirms that MGII does not owe the performer any fee or reimbursement for this registration.
- C. No media rights are granted for this performance without written approval of both parties.

III Amplification

MGII follows the covenant as added by the 'Nationale Hoorstichting' in collaboration with the VNPF&VVEM to prevent hearing damage by visitors of concerts and events. The sound level should not exceed 103 dB (A), measured over a period of 15 minutes. If it does exceed this level, MGII reserves the right to reduce the sound level.

IV Concert promotion

- A. MGII posts the concert on www.muziekgebouw.nl and, where agreed, includes it in the season brochure. Posters for the MGII venue may be submitted on consultation. Other publicity is done in consultation with MGII and at additional costs.
- B. The performer declares willingness to cooperate with publicity events to promote the performance or concert in question. This includes cooperating with radio or television recordings for publicity purposes. When these events only contain music, the broadcast may not exceed a duration of three minutes. MGII owes no additional payment for this.
- C. Any form of promotion or publicity of a concert must be submitted in writing to MGII, which must approve it in writing.
- D. The performer is not allowed to distribute folders or make any other promotion in or outside MGII, unless MGII gives prior approval.
- E. Address data of all visitors of the activity are the property of MGII. MGII is authorized to use this address data for statistical purposes, to communicate programme changes and to provide other relevant information. This address data is not transferable.
- F. MGII observes its own rules of style for spellings of composers, musicians and compositions.
- G. MGII often hands out or sells program notes to the audience. The performer is prepared to cooperate with this.

V Cancellation in case of force majeure

- A. Force majeure is defined as illness, accidents, (natural) disasters, pandemics, strike, fire, floods and water damage, power failure, danger of collapse, terroristic threat, seizure of MGIIJ or parts thereof by the competent authorities and government measures that prohibit public concerts.
- B. In case of force majeure this contract will be deemed null and void.
- C. In case of force majeure both parties are obliged to agree on a new date for the cancelled concert within a time frame of six months. The new concert date will lie within the time frame of the next two concert seasons. The same terms and conditions of the contract for the cancelled concert will apply to the new concert.
- D. When agreement on a new concert date cannot be reached, this contract will be dissolved. Parties will in all reasonableness discuss with one another about covering travel- and living costs that already have been incurred.
- E. Parties will inform one another without delay about a possible case of force majeure.

VI Cancellation

In the event of a cancellation and/or postponement of agreed activity by the performer, without there being a case of force majeure (see V) – eg (natural) disaster, pandemics, illness, accident, strike(s) – MGIIJ can in no event be held responsible for any consequences and will no longer have any financial obligations towards the performer. In this event, MGIIJ will make the following charges:

Cancellation within 3 months before a concert date: 10% of buy-out

Cancellation within 2 months before a concert date: 20% of buy-out

Cancellation within 1 month before a concert date: 30% of buy-out

If MGIIJ cancels a concert without there being a case of force majeure (see V) – eg (natural) disaster, pandemics, illness, accident, strike(s), it has to pay the agreed fee to the performer. The above mentioned cancellation rules also apply for MGIIJ.

In case of illness or force majeure on the side of the performer both parties will do their utmost to find a suitable replacement in good faith.

VII General provisions

Once this agreement is signed, all oral and/or prior written agreements cease to have effect.

The performer must sign and return this contract within one month after the date stated on it by MGIIJ.

Dutch law is applicable to this agreement.