

ARTSTARTS AND THE PRESENTER AGREE TO THE FOLLOWING TERMS AND CONDITIONS REGARDING THE CONTRACTED EVENTS:

- The Presenter wishes to use ArtStarts' services to book artists for the Events submitted in the Booking Request Form.
- **ArtStarts will confirm dates and times for each event in the accompanying Booking Summary. Once a booking has been Confirmed by the Presenter it is considered a Contracted Event.**
- The Presenter agrees to present the Events and pay all fees and invoices associated with the Contracted Events, including cancellations.

FEES AND INVOICING

- **Presenters using ArtStarts' Billing Service will receive monthly invoices for all their Contracted Events. The Invoice, which includes both Artists and ArtStarts' Fees, will be sent at least one month in advance of the first Contracted Event.** The Presenter agrees to pay each Invoice directly to ArtStarts on or before the 30th day after receipt.
- All other Presenters will receive two invoices for each of the Contracted Events:
 - a) The Invoice for ArtStarts' Booking Service is our fee for coordinating, scheduling, contracting and liaising between the Presenter and the Artists. The Presenter shall pay the Booking Service fees directly to ArtStarts on or before the 30th day after receiving the invoice.
 - b) The Invoice for Artists Fee sets out the fee that the Artist is charging for their Contracted Event. This invoice will also be sent to the Presenter in advance and the Presenter shall pay the invoice directly to the Artist. **The payment of the Artists Fees shall be made immediately after the completion of the Artists' final Contracted Event** either by personally delivering a cheque to the artist following the Event or by sending payment in advance to the address of the Artist specified on the Artist Invoice.

CANCELLATION & RESCHEDULING OF EVENTS

- The Presenter shall notify ArtStarts immediately of any cancellation or rescheduling requests to a Contracted Event. Cancellation or rescheduling includes any change to the date, time and/or location of a Contracted Event.
- ArtStarts or the Presenter may, with reasonable grounds for doing so, cancel or reschedule any Contracted Event by giving 45 days prior notice. The parties may, by mutual agreement in writing, cancel a Contracted Event at any time.
- Presenters who wish to reschedule a Contracted Event with the same artist with less than 45 days' notice must immediately notify ArtStarts, and if the event can be rescheduled there shall be no penalty. If rescheduling with the same artist is not possible, the Contracted Event will be treated as a cancellation (clause noted below).
- **Presenters who cancel a Contracted Event with less than 45 days' notice will be required to pay 15% of the Event Fee which will in turn be paid to the Artist, in addition to the non-refundable booking fee paid to ArtStarts.**
- Despite any other term of this Agreement, if any Contracted Event or part thereof is prevented or rendered impossible by reason of strike, lockouts, governmental restrictions, acts of God,

non-availability of labour or materials, unavoidable casualty, civil commotion, war, fire, extreme weather conditions, power failure, or any other cause beyond the control of the parties or the artist and not caused by default or fact of commission or omission and not avoidable by exercise of reasonable effort or foresight, it is understood and agreed that there shall be no claim for damage by either party to this Agreement and both their obligations in relation to that Contracted Event.

INDEMNITY

- The Presenter shall indemnify ArtStarts from and against any and all claims, demands, causes of action, costs, expenses, losses, damages, judgments and legal fees arising out of or resulting from (i) any breach by the Presenter of any term of this Agreement; (ii) any acts done or words spoken by the Presenter in connection with any Contracted Event and (iii) the failure of the Presenter to present any Contracted Event or part thereof.