

CONTRACT**Nr. 149/2017**

An agreement was entered between:

- The Body Corporate under Private Law named **“O.M.M.Θ” (Organismos Megarou Mousikis Thessalonikis – The Thessaloniki Concert Hall Organization)**, registered in Thessaloniki (25th Martiou Street & Paralia), VAT Nr. 090180273, H' DOY Thessalonikis, and legally represented by its General Manager, Mrs **Militsa Chasapi**, and its Artistic Director, Mr **George Emmanuel Lazarides** hereinafter called **“The Organizers”** or **“OMMΘ”**

and

- **Mr Fabio Dondero**, father's name ; Eliot Dondero , mother's name : Karin Bötel address: Lychenerstrasse 9 , Post Code: 10437, Berlin , Germany , date of birth: 18.08.1968, Id Number: 244106635 ,social security contribution number 14 180868 D 016, Tax number: 31/264/63918 , email: donderof@googlemail.com., hereinafter called **“the Artist”**,

in which the following have been agreed and covenanted:**OBJECT OF THE AGREEMENT**

The Organizers commission and the Artist agrees that he will participate in a concert production of the Organizers ,titled **"Πόλεμος -Προσφυγιά-Μετανάστευση : Xenitia "**, with Evi Filippou , Ekateriini Foteinaki and Andrea Voets ,which will be held at **“Aimilios Riadis Hall”** Building B of Thessaloniki Concert Hall on the **21st of October 2017 at 21:00** with the following program:

"Xenitia"

Ξενιτεμένο μου πουλί – παραδοσιακό (διασκευή: Κατερίνα Φωτεινάκη)
 Soleil de la justice – μουσική: Μίκης Θεοδωράκης, ποίηση: Οδυσσέας Ελύτης (διασκευή: Κατερίνα Φωτεινάκη)
 Dance from Volos – παραδοσιακή μελωδία της Καραγκούνας (διασκευή: Εύη Φιλίππου)
 Ζορμπάς – Μίκης Θεοδωράκης (μουσική για την ομώνυμη ταινία)
 Τα παιδιά του Πειραιά – Μάνος Χατζιδάκις (μουσική για την ταινία “Ποτέ την Κυριακή”)
 Αμανές – παραδοσιακό (διασκευή: Κατερίνα Φωτεινάκη)
 Hammers – Nils Frahm (διασκευή: Andrea Voets)
 Ευρώπη – Κατερίνα Φωτεινάκη, ποίηση: Κωστής Παλαμάς
 Rebonds B – Ιάnnης Ξενάκης
 Γιάννη μου το μαντήλι σου – παραδοσιακό (διασκευή: Κατερίνα Φωτεινάκη)
 Μια θάλασσα μικρή – Διονύσης Σαβόπουλος (διασκευή: Κατερίνα Φωτεινάκη)
 Labyrinth Dance (Θησέας και Αριάδνη) – από το έργο “Crown of Ariadne” του R. Murray-Schafer
 Τα τζιτζίκια – Κατερίνα Φωτεινάκη, ποίηση: Οδυσσέας Ελύτης

It is explicitly provided that the Artist is not allowed to change the program of the concerts as it has been elaborated and communicated to the public, due to the Organizers’ commitments and obligations to third parties who would be affected by any change. O.M.M.Θ. reserves the right to chose without any restriction the participants of the event.

The Artist has the obligation to participate to the related rehearsals.

FINANCIAL TERMS

For and in consideration of the aforementioned object of this agreement, the Artist declares that he participates without fee and also will not have any financial demand in the future.All revenues from the sales of the tickets and programs of the production shall accrue to the Organizers.

Signature of the Artist:

OBLIGATIONS OF THE ORGANIZERS

The Organizers agree:

1. To devote their best effort to comply with the schedule which has been determined according to the final settlements, made by the negotiating parties.
2. To provide any public advertising, which the Organizers deem necessary for the publicity of the production, including broadcasted interviews and any other related activities.
3. To provide all necessary facilities including competent stage personnel, electricians, adequate attendants and staff facilities for the rehearsals and the performance.
4. To pay all rights and royalties, if due, to the Greek Rights Society.
5. To provide and pay the cost of his accommodation in Thessaloniki in one single room room in a hotel choice of the Organizers, with breakfast , for **2 nights (IN 20.10 OUT 22.10.2017)**
6. To provide and pay the cost for the transportation of the Artist by plane for the itinerary **Thessaloniki – Berlin** (one way ticket economy class).
7. The choice of a possible sponsor remains with the Organizers.
8. To provide 2 complimentary tickets for the concert .

OBLIGATIONS OF THE ARTIST

The Artist agrees:

1. To devote his best effort to comply with the schedule which has been determined according to the final settlements, made by the negotiating parties.
2. To collaborate with the artists and organizers in order to settle the technical and artistic aspects of the production.
3. To participate- upon request and availability of the Artist.- in a press conference or any other related activities including broadcasted interviews which the Organizers judge necessary for the publicity of the production
4. That the Artist does not perform elsewhere in Thessaloniki, for a period of 6 months prior to and after the production under this contract. Should the Artist violate this clause, the Organizers will keep 10% from his gross fee.

GENERAL TERMS

Recording and broadcasts

The Artist agrees with the T.V. recording and broadcasting of the production up to the length of three minutes, be it a national, private or regional station of broadcast company without any additional fee.

The Artist also agrees with the sound and video recording of the production for the archive and educational purposes of O.M.M.Θ., which will not be commercially used without a new special agreement between the contracting parties, settling all financial and technical details.

It is also agreed that all material of official video recording in which the Artist is involved will have his final approval before published on the internet or elsewhere.

Signature of the Artist:

Cancellation of Event

In case of cancellation of the production due to the Artist, the Organizers will be compensated with the sum equal to the entire sum of his fee for the event and also can claim all damages, direct and indirect arising from the cancellation.

The same term applies in case of **unwarranted absence** of the Artist from the performance, or the repeated failure to respect the rehearsal schedule without the permission of the Organizers. In that case the Organizers can claim all damages, direct and indirect arising from the cancellation.

In case of illness of the Artist, the above financial arrangements for rehearsals or performance shall be cancelled. The Artist must present a medical certificate from a State Hospital and the Organizers have the right to consult a doctor of their own choice.

In case of cancellation of the production due to the Organizers, the Artist has the right to claim his fee to the degree that he participated in the rehearsals until the cancellation notice.

The arrival of the Artist in accordance with the above-mentioned schedule is essential so as to avoid cancellation due to unforeseen circumstances (strikes, weather conditions etc.). Should the Artist violate this clause, his failure to participate in the performance due to any such circumstances related to transport, will be considered as failure to perform the obligations for which the second party is responsible.

In case of force majeure, such as earthquake, strike, lockout, war, fire, epidemic, national mourning, Government order, local authorities order or any other reason beyond human control, then the production for which the Artist has been engaged shall be cancelled, without any other financial consequences for the parties. In any case, every effort will be made to re-schedule the performance to a mutually agreed date, for which the same terms of contract shall apply.

In case of repeat of the production in the same place after cancellation, the Artist doesn't have the right to claim further fee. In case of repeat of the production in another place except the Thessaloniki Concert Hall, there will be a new agreement between the two parties, which will arrange all the technical, financial and other details. This contract can't be totally or partially violated for any other reasons than the case of "force majeure." Total or partial violation enforces to the culpable part the full compensation of the inculpable in which culpable will cover any kind of direct and indirect damages.

COURTS OF JURISDICTION

Both parties accept this agreement without reservation and the rights of the parties, as prescribed, are liable to the Greek Law. The competent courts for any litigation that may arise shall be the Courts of Thessaloniki.

The present agreement was drawn up in three copies and was duly acknowledged and signed as follows:

THE CONTRACTING PARTIES

Thessaloniki, 21/10/2017

On behalf of the
“THESSALONIKI CONCERT HALL
ORGANISATION”

Militsa Chasapi
General Manager

George- Emmanuel Lazarides
Artistic Director

The Artist

Fabio Dondero