

---

**General Terms and Conditions of the Agency FULLMAX  
ENTERTAINMENT  
for the agency of the artist/singer & songwriter  
ANDREAS LECHNER / THE GHOST AND THE MACHINE**

---

**1. Subject matter, scope of application, conclusion of contract**

- 1.1. These General Terms and Conditions (hereinafter the "GTC") are an integral part of any agreement between the agency FULLMAX ENTERTAINMENT, Staudgasse 47/9-10, 1180 Vienna, represented by Daniel Pepl, MAS MBA, (hereinafter the "Agency"), the artist and singer & songwriter Andreas Lechner (hereinafter the "Artists") and an event organizer (hereinafter the "Event Organizer"), who commissions the Agency with the arrangement of Andreas Lechner or the project "The Ghost And The Machine" and, if applicable, other musicians, singers, DJs and instrumentalists for musical performances.
- 1.2. Deviating order or contract conditions of the organizer are only valid if the agency has agreed to their validity in writing.
- 1.3. A conclusion of contract between the agency, the artist and the organizer comes about through written or verbal acceptance of a corresponding offer of the organizer by the agency. These GTC alone do not constitute a contract, but only a framework for the design of the contract.
- 1.4. Offers made by the Agency to an Organizer are subject to change unless the Agency expressly agrees to be bound by them when making an offer.

**2. Date, place and time of the event**

- 2.1 The agreement with the organizer shall contain information on the date of the event, the venue and the duration of the musical performance. In the absence of any other agreement, a duration of one hour shall be deemed agreed.
- 2.2 Encores, photo opportunities, autograph sessions, promotional appearances, meet-and-greet appearances and the like count as part of the duration of the event and are to be remunerated in case of doubt.

**3. Fee, payment, deposit and confidentiality, discounts**

- 3.1. The organizer undertakes to pay the agreed fee for the musical performance (plus statutory VAT) within 14 days after invoicing the agency by bank transfer to the bank account specified on the invoice. The deduction of discounts and rebates is not permitted. The costs of the bank transfer shall be borne by the organizer.

- 3.2. If the organizer defaults on an agreed partial payment, the entire remaining amount shall become due for payment. Discounts granted by the agency shall be deemed revoked in the event of a delay in payment by the organizer.
- 3.3. The agency has the right to demand cash payment of the fee, which in this case must be made by the organizer at the latest immediately after the end of the musical performance. Even in the case of cash payment, the agency will duly acknowledge the payment.
- 3.4. With the payment of the agreed fee, all fees and costs of the agency, the artist and other persons arranged by the agency in connection with the agreed musical performance are settled. Not included in the fee and therefore to be reimbursed separately are the costs of travel, and if appropriate, the overnight stay and return journey of the artist.
- 3.5. At the request of the agency, the organizer must transfer a deposit of up to 75% (seventy-five percent) of the agreed fee to a bank account to be made known by the agency before the date of the event. Deposits with regard to expected cash expenses such as travel expenses, equipment rental and the like may always be demanded in full at any time in advance. If a requested deposit is not received in the specified bank account within 3 (three) days prior to the event at the latest, this shall be deemed to mean that the Agency and the Artist are not obliged to provide the service.
- 3.6. If the reverse charge procedure (according to § 19 UStG) is applicable for foreign performances, the organizer is obliged to inform the agency in writing of a valid UID (tax number). Otherwise, the organizer shall be solely responsible for any taxes subsequently incurred.
- 3.7. The contracting parties agree on mutual secrecy about the agreed amount of the fee as well as about any other circumstances of the private and business life of the parties which may become known to them in the course of the preparation and performance of the performance. This confidentiality shall be transferred by the Agency to the Artist as well as to all persons within its sphere of influence.

#### **4. Arrival, accommodation, meals**

- 4.1. The organizer shall organize and pay for the artist's travel to and from the venue, as well as his overnight stay. Information about the time and place of departure, the date and place of the performance as well as hotel addresses and contact information must be provided by the organizer to the artist at least one week before the date of the performance.
- 4.2. The organizer shall arrange for a hotel located in the vicinity of the respective venue and shall bear the costs of accommodation and meals for the artist.
- 4.3. The organizer provides non-alcoholic drinks and a changing facility for the artist at the venue.

## **5. Technology, set-up and dismantling, sound check, contact person, instructions**

- 5.1. Unless expressly agreed otherwise in individual cases, the organizer shall provide and ensure the functionality of suitable sound and lighting technology, as well as a suitable team of technicians and suitable stagehands, if necessary, at its own expense.
- 5.2. At the request of the agency, the organizer shall provide a sufficient number of parking spaces at the event location as well as suitable loading assistants free of charge. If possible, the parking spaces are to be provided in the immediate vicinity of the entrance to the venue.
- 5.3. The organizer shall provide a sufficient number of power outlets in the immediate vicinity of the stage, as specified by the agency in advance. If the organizer cannot provide any of the specified power connections or can only provide them partially in the immediate vicinity of the stage or the performance location, he must inform the agency and the artist of this in good time before the event.
- 5.4. The organizer shall clarify the requirements of the agency and the artist regarding the sound and lighting technology as well as the power supply with the agency in due time. At the request of the agency, the organizer shall provide the agency with detailed information (e.g. stage plan, information on the venue, specifications for the power supply, etc.) at least one week before the event.
- 5.5. The organizer shall allow the agency, the artist, the other participating artists as well as the technical staff of the agency unhindered access to the place of performance (stage) and to the further agreed premises for a period of at least two hours before and after the musical performance. During the same period, the organizer shall provide the agreed power supply.
- 5.6. The organizer must provide the agency with a contact person at the event location who is authorized to make decisions for the entire duration of the event.
- 5.7. The organizer is not entitled to give artistic instructions to the agency, the artist or other participating artists.

## **6. Free tickets, backstage passes**

- 6.1. The organizer shall provide the agency and the artist with a reasonable contingent of free tickets and backstage passes for free use, whereby in case of doubt ten (10) free tickets and backstage passes shall be deemed reasonable.

## **7. Advertising, Merchandising**

The organizer shall ensure that the artist is clearly named in the events, their announcement and other advertising, as is customary in the industry. Upon request of the organizer, the agency will provide the organizer with material for public relations. Unless

Unless expressly agreed otherwise in individual cases, the use of this material for the purpose of advertising the events is free of charge for the organizer.

- 7.1. The use of the artist's name to promote the event and positive post-event coverage, including through the use of social media channels, is desired and gladly permitted.
- 7.2. The sale of merchandising articles as well as picture or sound carriers of the artist at the venue is permitted by the organizer.

## **8. Substitution**

- 8.1. In principle, the persons appearing at the respective event are coordinated with the organizer one month in advance. In principle, these persons will personally attend the fixed dates. The organizer agrees that in the event that the artist or other person arranged by the agency is prevented from attending the event, the agreement between the agency and the organizer shall remain in effect, provided that the agency arranges for a professional substitute. The Agency shall inform the Organizer of such substitution in a timely manner. Persons who do not give a characteristic character to the musical performance may be replaced by the Agency at any time.

## **9. Guarantee of safety, compliance with legal regulations and official requirements, conclusion of an organizer insurance policy**

- 9.1. During the event, the organizer is obliged to ensure the safety of the visitors, the agency staff, the artist as well as any other engaged musicians, singers, DJs and instrumentalists and their technical equipment.
- 9.2. The organizer must inform himself in good time about administrative or other legal provisions and official requirements and for public events and ensure compliance with these provisions and requirements throughout the duration of the event. This includes, in particular, compliance with registration obligations, regulations for the protection of safety, regulations on the location and structural condition of the event location, fire protection regulations and official requirements.
- 9.3. It is the responsibility of the organizer to take out event or organizer insurance with sufficient coverage. At the request of the agency, the organizer shall provide written proof of the coverage of his organizer's liability insurance for potential claims for damages by the agency and the artist, in particular also for damages to the musical instruments and equipment.

## **10. Liability, default of performance, compensation for damages**

- 10.1. The organizer is liable to the agency and the artist for any damage resulting from a breach of his contractual obligations.

- 10.2. Unless mandatory law (such as the Austrian Consumer Protection Act) provides otherwise, the agency shall only be liable to the organizer for property damage and financial loss in the event of intent or conspicuous gross negligence on the part of its representatives or vicarious agents. The agency shall only be liable to the event organizer for property damage and financial loss caused by singers, DJs and instrumentalists engaged by the agency in the event of negligence in the selection process.
- 10.3. In any case, the liability of the Agency is limited by the amount of the gross fee actually disbursed. This amount limit is also agreed in favor of the artist and limits their liability.
- 10.4. If the agreed musical performance is cancelled without the agency being responsible for this, the obligation of the organizer to pay the full gross fee including cash expenses shall remain in effect. This also applies in particular in the event that the event and/or the musical performance is cancelled by the organizer (e.g. due to bad weather, heat, insufficient number of visitors, etc.), as well as in the event that the artist terminates the musical performance prematurely due to a risk to his safety, the safety of other participants, the visitors or the technical equipment.
- 10.5. If the organizer cancels the event up to two months before the agreed date of the event, the obligation to pay the agreed fee does not apply.
- 10.6. If the event is prevented in whole or in part by force majeure, health problems of the artist, official measures or regulations or by disturbances of public safety or order caused by third parties, and if there is no case of item 10.4.
- If the event is prevented in whole or in part by force majeure, official measures or regulations or by disturbances of public safety or order caused by third parties, and if there is no case of item 10.4, the organizer, the agency as well as the artist and any other participating artists shall be released from the agreed obligations. The organizer is obliged to inform the agency immediately in such a case.

## **11. Recording of the musical performance, exploitation**

- 11.1. Even partial recording of the musical performance by the organizer and the exploitation of such recording requires the prior written consent of the agency.

## **12. Charges, fees**

- 12.1. The organizer takes over the clarification of all rights held by collecting societies, in particular he takes over the registration of the event. The organizer shall bear all taxes, levies, levies of collective management organisations such as Austrian AKM, German GEMA, etc. incurred. These will be paid by him directly to the respective recipient.

### **13. Consumer's right to withdraw from contracts concluded at a distance or outside the agency's business premises**

- 13.1. Consumers have the right to withdraw from a contract concluded by means of distance selling or outside the agency's business premises within fourteen days without giving reasons. The consumer's right of withdrawal shall commence on the day of the conclusion of the contract (Section 11 (2) (1) FAGG). The agency will send the consumer a written cancellation policy including cancellation form (attached to these GTC) before the conclusion of the contract.
- 13.2. A consumer within the meaning of these GTC is any natural person who concludes a legal transaction for purposes that cannot be attributed to either his commercial or his independent professional activity. An entrepreneur within the meaning of these GTC is a natural or legal person who is not a consumer.

### **14. Consent to data processing**

- 14.1. The organizer agrees that the personal data provided by him (this includes in particular the name and address of the organizer, as well as disclosed contact persons, bank details, etc.) will be processed by the agency within the framework of the execution of the contract and, insofar as this is required by law (e.g. according to § 132 para 1 BAO), will also be stored after the termination of the contractual relationship for the period provided by law.
- 14.2. Persons whose personal data is processed by the agency have the right to request information from the agency about which data is processed for which purposes. Furthermore, in accordance with the statutory data protection provisions, they have the right to have the data corrected or completed if it is incorrect or incomplete. If the processing of personal data is no longer necessary (e.g. if the contractual relationship is terminated) and there is no legal necessity to store the data, the data subjects may request the agency to delete their personal data.

### **15. General provisions**

- 15.1. If any provision of these GTC or the agreement between the organizer and the agency is or becomes invalid in whole or in part, this shall not affect the validity of the remaining provisions.
- 15.2. Austrian law shall apply with the exception of the referral norms and the UN Convention on Contracts for the International Sale of Goods. Unless otherwise agreed in individual cases, the place of performance shall be Vienna.
- 15.3. The place of jurisdiction for all disputes arising directly or indirectly from an agreement between the Agency and the Organizer shall be the court with subject-matter jurisdiction for the first district of Vienna, unless the Organizer is a consumer. For organizers who are consumers and have their place of residence in Austria, the place of jurisdiction shall be in accordance with § 14 KSchG. For organizers domiciled in another member state of the European Union, their general place of jurisdiction shall be decisive.

**Cancellation Policy:**

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us, the agency FULLMAX Entertainment, Staudgasse 47/9-10, 1180 Vienna, e-mail: [daniel.pepl@fullmax.at](mailto:daniel.pepl@fullmax.at), by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, but it is not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

**Consequences of  
withdrawal:**

If you withdraw from this contract, we must refund all payments we have received from you immediately and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

**Widerrufsformular:**

If you want to revoke the contract, please fill out this form and send it back to:

FULLMAX ENTERTAINMENT  
Staudgasse 47/9-10  
1180 Wien  
Austria  
E-Mail: [daniel.pepl@fullmax.at](mailto:daniel.pepl@fullmax.at)

I/we hereby revoke the contract concluded by me/us for the provision of the following service:

The contract was concluded on:

Name of consumer:

Consumer's address: