

AGREEMENT made on the 16th of October 2013

among:

PONDEROSA MUSIC AND ART SRL
P.ZZA S. MARIA DELLE GRAZIE, 1 20123 – MILANO
tel 02 48194128 fax. 02 43511189
Resp. Silvio Santini
VAT number: IT02557880123

hereinafter called the **ARTIST**

and

ISTITUTO ITALIANO DI CULTURA OF ISTANBUL
Meşrutiyet caddesi no. 75, Tepebaşı, İstanbul,
represented Dott.ssa Maria Luisa Scolari

hereinafter called the **INSTITUTE**

and

BABYLON CLUB
Asmalı Mescit Mh. Şehbender Sk No.3, Beyoğlu, İstanbul, Turkey
ph. +90 212 292 7368
represented by Ahmet Uluğ

hereinafter called the **PROMOTER**

The INSTITUTE hereby engages the ARTIST and the ARTIST hereby accepts the engagement.

TO PRESENT VINICIO CAPOSSELA AND HIS BAND (10 pax)

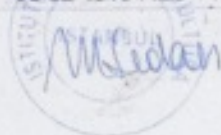
VINICIO CAPOSSELA, ALESSANDRO STEFANA, GLAUCO ZUPPIROLI, VINCENZO VASI, ZENO DE ROSSI, GIUSEPPE FRANA, ACHILLE SUCCI + 3 TECHNICIANS (MARCO CASTELLANI, TAKETO GOHARA, FULVIO BUFARDECI)

TO APPEAR as known in his/her/their usual entertainment and give ONE performance at the venue, on the date and for the payment stated below:

DATE: December 17, 2013
CITY: İstanbul, Turkey
VENUE: Babylon Club
CAPACITY:
SHOW-TIME: ...
DURATION: 90 minutes tbc

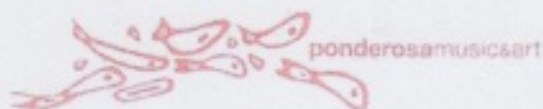
FEE AGREED: Euro 6000,00 for 1 show

Ponderosa music & art – Piazza Santa Maria delle Grazie, 1 – 20123 Milano – Italy
Tel. +39 02 48194128 – Fax +39 02 43511189 – email info@ponderosa.it – www.ponderosa.it



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PONDEROSA MUSIC & ART s.r.l.
Piazza Santa Maria delle Grazie, 1
20123 MILANO
Tel. 02.481.94.128 - Fax 02.435.11.189
Partita IVA 02557880123



1. PAYEMENT ARRANGEMENTS:

The INSTITUTE will pay Euro 6.000 to the ARTIST by bank wire to the bank account belonging to PONDEROSA MUSIC AND ART SRL:

CARIPARMA
AG 349 VIA MAMELI 3 TRADATE VA
C/C 464418/93 ABI 6230 CAB 50581
CIN F
SWIFT CRPPIT2P349
IBAN IT13 F062 3050 5810 0004 6441 893

after receiving the regular invoice by the ARTIST and after the show. It is agreed and understood that no VAT will be added to the invoice.

2. TAXES

The ARTIST, as manager, is responsible to make all contracts with Vinicio Capossela and his band and to pay all taxes, insurance and social security obligations as by Italian law enacted. The INSTITUTE agrees that the Artist's fee in this contract is free of all local taxes and that no deductions in respect of local tax will be made.

3. CANCELLATION

In the event of this performance being cancelled by the PROMOTER any later than 30 (thirty) days prior to the performance date, the PROMOTER agrees to pay 100% of the agreed fee to the Artist. No cancellation penalty or payment for the cancellation by the PROMOTER will be attributed to the Institute.

4. TECHNICAL EQUIPMENT

It is agreed and understood that the PROMOTER will provide and pay for all requested equipment as per the rider requirements attached.

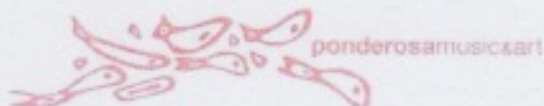
5. BILLING, PROGRAMMING AND TICKETS

The INSTITUTE and the PROMOTER agree that the Artist will receive headline billing as VINICIO CAPOSSELA in all publicity and promotion pertaining to the event of which the performance herein is a part. It is agreed that no other act may appear in such publicity and promotion without the prior agreement of the ARTIST or his representative. The PROMOTER and the ARTIST will acknowledge the INSTITUTE by the use of the logo of the Institute and appropriate wording on the posters, banners, catalogues, brochures and all publicity materials. All publicity materials' costs will belong to the PROMOTER. The show will be acknowledged as organized by the Promoter and the Institute. The PROMOTER agrees to reserve 80 free tickets to the INSTITUTE.

6. ENDORSEMENT BY ASSOCIATION

The PROMOTER agrees that the name, likeness or logo of the Artist shall not be used by any sponsor or be tied to any commercial product or company, nor shall there be any sign, banner or advertising at or within 30 meters of the stage throughout the entire engagement. The Promoter is specifically prohibited from associating the Artist's name

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with any product or sponsorship or promotion whatsoever without the Artist's prior approval and written consent.

7. SECURITY

The PROMOTER shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

8. RADIO, TELEVISION, PHOTOGRAPHY & NEW MEDIA RECORDING

The PROMOTER shall ensure that no recording of any description or for any purpose shall be made of the Artist's performance. It is expressly understood that in the event that the Promoter or a third party wish to record any part of the Artist's performance in any audio, visual or audio-visual media whatsoever then such must be with the prior written authorisation of the Artist. In the event of such recording, then the rights to such recording shall be owned solely and exclusively by the Artist save for any limited licence to broadcast such in the country of performance as agreed between the Artist and Promoter and/or third party.

9. MERCHANDISE

The PROMOTER agrees to provide a safe and suitable area for this purpose inside the venue close to the main entrance, at no cost whatsoever to the Artist.

10. PA & LIGHTS

The PROMOTER agrees to provide and pay for a first-class PA System and a First Class Stage Lighting System as well as experienced technician(s) as necessary for use by the Artist for the duration of this Contract. The specifications for such PA and Lighting System will be advised to the Artist not later than thirty (30) days prior to the performance.

11. BACKLINE

The PROMOTER agrees to provide the Backline as requested in the Artist audio rider.

12. HOTELS

The INSTITUTE agrees to provide and pay for 2 nights in a good class hotel (4**** minimum) inclusive of breakfast for n.10 peoples (see rooming list attached) each room with bath/shower and toilet en-suite, within close proximity to the venue.

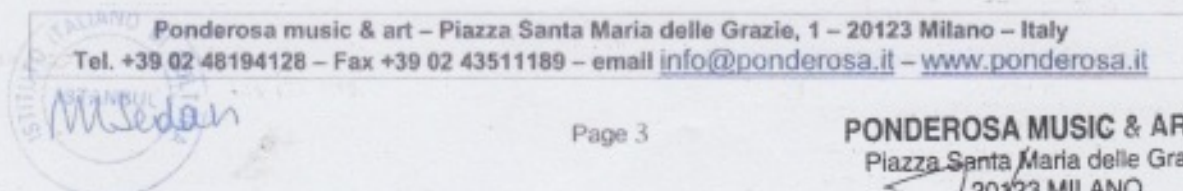
13. CATERING and DINNER

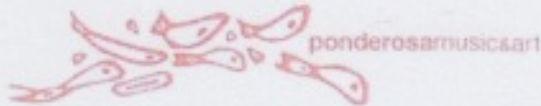
It is agreed and understood that the PROMOTER will provide and pay for catering at the venue and pay for dinners in the evening of the concert (see hospitality rider).

14. FLIGHTS

The INSTITUTE will book and pay 10 flights – round trip (economy class) from Italy to Istanbul according to the flight plan provided by the Artist (in attachment).

15. LOCAL TRANSPORTATION





The INSTITUTE agrees to provide all ground transportation to/from airport and hotel in Istanbul for Artist and crew.

16. INFORMATION

The INSTITUTE and the PROMOTER agree to provide a full and detailed list with names, addresses, phone and fax numbers the hotel, PA & Lighting companies (where applicable), venue. The electronic flight tickets will be sent by e-mail.

17. LOSS OR DAMAGE TO ARTIST'S EQUIPMENT

Any loss or damage to the Artist's equipment once at the site of the engagement(s) is the direct financial responsibility of the PROMOTER. The PROMOTER shall also be liable for any extra costs incurred by the Artist caused by any loss or damage to the Artist's equipment whilst at the site of the engagement.

18. INSURANCE

The PROMOTER hereby warrants that he has taken out adequate insurance covering claims for damage to the venue and its fixtures, furnishings and fittings, Employer's Liability and Public Liability insurance covering claims by the Promoter's staff or their families or by members of the public or their families in the event of personal injury or death sustained in connection with this engagement, and insurance against all claims associated with the cancellation of this performance subject to Force Majeure. In the event of the Promoter having failed to effect such adequate insurance to cover the liabilities arising under this clause, the Promoter shall be liable for any such claims.

24. ELIGIBILITY & INTERPRETATION

It is agreed and understood by both parties to this agreement that in the event of any dispute, this contract shall be interpreted under and according to the laws of Italy.

The present agreement has been written in three copies and will be posted on the INSTITUTE's website, in accordance with the law of transparency in the public administration.

SIGNED
Date: October 23rd 2013

For the Institute Mariaküsa Sedan



SIGNED
Date

For the Promoter

SIGNED
Date
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For the Artist
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