



## ARTIST AGREEMENT

This Artist Agreement (this “**Agreement**”) is made at Mumbai effective from \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”)

### **BY AND BETWEEN**

**MICE KART PRIVATE LIMITED**, a company registered under the Companies Act, 2013 having its registered office at 308, 3<sup>rd</sup> Floor, A Wing, Neelkanth Building Park, Kiroli Village, Near Bus Dept., Vidhyavihar (W), Mumbai – 400 086, Maharashtra, India hereinafter referred to as “**MKPL**” (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **First Part**.

### **AND**

**Mr. / Ms.** \_\_\_\_\_ an Indian Inhabitant, aged \_\_\_ years residing at \_\_\_\_\_ hereinafter referred to as “**the Artist**” (which expression shall unless contrary or repugnant to its meaning or context thereof mean and include his/her heirs, executors and administrators) of the **Second Part**;

OR

\_\_\_\_\_, a company registered under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_, Maharashtra, India hereinafter referred to as “**Artist**” (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**;

(Each of the parties mentioned above, are hereinafter collectively referred to as the “**Parties**” and individually as “**Party**”)



**WHEREAS:**

- A. MKPL is an Indian based and operated company specialising in MICE trips and events for corporates. MKPL owns a Website at [www.micekart.com](http://www.micekart.com) (“the Website”) which is engaged in booking artists for various corporate events organized for their corporate clientele.
- B. Artist is a \_\_\_\_\_.
- C. MKPL is desirous to enlist the Artist as one of its vendor partners in its listing of artists and talents on the Website so as to facilitate its users / customers to be able to choose from a wide range of artists and book the same as per their event needs and budgetary requirements. MKPL shall be only a facilitator between the Artist and its client who shall book the Artist through the Website listing.
- D. Artist has agreed to partner with MKPL as a listed artist on the Website on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- i. The recitals shall form an operative part of this Agreement.
- ii. Term & Termination: This Agreement shall be valid and subsisting for the term the parties are mutually desirous to be professionally associated with each other



and shall be terminated at the option of either of the parties to end their professional association. Artist shall be at a liberty to terminate this Agreement by requesting MKPL in writing to delist

the Artist from the Website. This Agreement shall stand terminated as soon as MKPL delists the Artist from the Website. This Agreement shall also be terminated in the event of breach of any provisions by either parties. In the event of termination of this Agreement due to breach by the Artist of any of the provisions of this Agreement, MKPL shall be at a liberty to claim liquidated damages from Artist to cover for any losses, damages, injuries caused due to such breach on the part of the Artist of provisions of this Agreement.

- iii. Commission: MKPL shall be liable to pay consideration to Artist for the events that are booked by MKPL, for which the Artist has performed, within 14 days from receipt of the same from the client. Artist undertakes that the Artist shall not quote rates lower than the rates quoted by Artist to MKPL to any third parties for performing his services. In the event, the client pays to the Artist directly, then the Artist shall provide MKPL with a copy of his invoice/bill and a copy of the NEFT transaction / cheque, depending on the mode of payment as the case may be, and remit 10% of the consideration received by the Artist to MKPL as commission within 14 days from receipt of the same from the client failing which MKPL shall be at a liberty to terminate this Agreement and further claim liquidated damages or such other remedy prevalent under law for the time being in force from Artist. It is agreed by and between the parties hereto that MKPL



shall not be held liable and/or responsible for any non-payment of Artist's fees from the client.

- iv. Artist represents and warrants that the Artist shall be solely responsible and/or liable in the event including but not limited to any and all claims, demands and causes of action arising out of any services/products/materials/ideas provided by Artist to the Clientele through MKPL due to any reason whatsoever, thereby indemnifying MKPL against any claims,

liabilities, legal actions of any nature whatsoever arising due to / in-relation to performance of Artist's services. In the event Artist cancels an event or fails to show-up for a booked and confirmed event, Artist shall be liable to refund to MKPL the consideration received by the Artist from the client, if any and MKPL shall not be held liable and/or responsible for the same. It is also agreed by and between the parties hereto that in the event the client, for any reason whatsoever, cancels the event then MKPL shall not be liable or responsible to pay Artist Fees to the Artist for such cancelled event.

- v. Artist shall indemnify MKPL and keep MKPL indemnified against all losses, claims including but not limited to losses, claims arising due to infringement of intellectual property rights of the biography, photographs, images, pictures, videos, work of art and the likes shared by Artist (hereinafter referred to as "**Content**"), and for any loss of reputation, goodwill etc. damages, costs and expenses (including injury to any persons), or loss of or damage to any property



which may arise out of any act, omission, default or negligence of personnel or contractors engaged by Artist in the performance of Artist services for clients of MKPL and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto at all times.

- vi. Artist undertakes that Content provided by the Artist for illustrative purpose, promotion, marketing and publicity for MKPL are solely owned by Artist and the Artist has the exclusive right, title, interest to use and assign the rights to use the same and the same in no way whatsoever violates or infringes intellectual property rights of any third party. Artist agrees and understands that in the event usage of the Content provided by Artist violates or infringes intellectual property rights of any third party, then the same shall be dealt with by Artist at Artist's sole expense cost and responsibility. Artist also hereby places no liability and/or responsibility on MKPL to deal with such claims, liability arising out of or due to such threatened or actual infringement thereby indemnifying MKPL against the same.
  
- vii. Artist hereby grants Artist's consent to the use without any consideration of Content and services provided by Artist as a professional to MKPL that is made and shared with MKPL as Artist's work folio, for illustrative purpose, promotion, marketing and publicity concerning the same. Artist consents to the use of Artist's name in connection with the Content and also allow MKPL to use Artist's name and Content, as and where MKPL deems appropriate for the promotion of the Artist's association with MKPL and for the promotion of MKPL's association with the Artist for the purposes of this Agreement. Artist



declares and confirms that Artist has the full right to enter into this Agreement.

In the event, the Artist is a minor then in that event the guardian or parent(s) or manager of the minor shall enter into this Agreement for and on behalf of the minor Artist. MKPL shall have the sub-licensable and worldwide right to use the Content provided by the Artist as set forth above in any manner whatsoever as MKPL may deem fit for the promotion of the Artist's association with MKPL and for the promotion of MKPL's association with the Artist for the purposes of this Agreement. It is agreed by and between the parties hereto that MKPL shall be at a liberty to use the Content submitted by the Artist in anyway whatsoever as stated hereinabove in this clause as MKPL may deem fit, including, but not be limited to, editing, duplication, licensing, distribution and incorporation in other works, in whatever form (e.g. hard copy or electronic), such as posters, publications, web sites or videos, and their unrestricted use, without any obligation on the part of MKPL to seek any further authorization by the undersigned. It is also agreed by and between the parties hereto that in the event MKPL is desirous to use the Content for any purpose that is beyond the purview of this Clause vii, MKPL shall seek Artist's written consent/approval before using the Content for such purpose that is beyond the scope of this Clause vii.

- viii. It is agreed by and between the parties hereto that MKPL shall act as a mere facilitator between the Artist and its Clientele and in no event including but not limited any default in payment, infringement of intellectual property rights of third party and claims arising therefrom shall hold MKPL liable and/or responsible in any way whatsoever.
- ix. It is also agreed by and between the parties hereto that the client shall be solely



responsible and liable for arranging and bearing the expenses in relation to the food, travel and lodging-boarding of the Artist (and his entourage, if any) with respect to the event for which the Artist is booked and that MKPL shall in no way be responsible and/or liable for the same.

- x. **Force Majeure** - No Party shall be liable for any failure to perform or any delays in performance, and no Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control, including such causes as acts of God, natural disasters, fire, lightening, epidemic, pandemic, flood, severe storm, earthquake, civil disturbance, lockout, curfews, lockdowns, riot, order of any court or administrative body, embargo, acts of government, acts of terrorism or other similar causes, in each case to the extent beyond such Party's reasonable control ("**Force Majeure Event**"). In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use commercially reasonable efforts to avoid or minimize the delay. In the event that the delay continues for a period of at least thirty (30) calendar days after the notice, the Party affected by the other Party's delay may elect to: (i) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (ii) cancel all or any part of the unperformed part of the order(s).
- xi. This Agreement shall be governed by the laws in India and courts in Mumbai



alone shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

For the above named **MKPL**  
\_\_\_\_\_  
through its duly authorized signatory

\_\_\_\_\_  
(Authorized Signatory)

Date: \_\_\_\_\_

Witness 1:

Witness 2:

For the above-named **Artist**  
\_\_\_\_\_  
through its duly authorized signatory

\_\_\_\_\_  
(Signature)/ (Authorized Signatory)

Date: \_\_\_\_\_

Witness 1:

Witness 2: