



AGREEMENT IN PRINCIPLE

on the implementation and use
of the event complex

for distance

concluded between

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as the Client (referred to as such in brief hereinafter) on the one side and Mr

Reinhard Eberhart
Trattningteichstraße 26
9535 Schiefling

as the Contractor (referred to as such in brief hereinafter) on the other side as
follows:

Preamble

The Contractor is the originator of the event concept and the beneficial owner of the brand ***for distance*** registered under AM 159/2021.

for distance is an art performance to raise awareness of war and of collectively and graciously keeping your distance. It was developed during the pandemic for meeting up outdoors. People are painted or identified by felt fabric, and stand or dance symbolically in geometric spaces keeping minimum distances from one another. These formations are spreading worldwide like flash mobs during the ***for distance world tour***, are being welcomed by city administrations and can be held by cultural institutions or other interested groups.

for distance stands for gracious commonality and gladly keeping your distance. Whether it is awareness of peace, freedom, reconciliation, commonality, a culture of remembrance for the Covid pandemic, colourfulness, across borders or nationally – no matter what religion or ethnicity you belong to, it still stands for security and prevention. The project for joy and a more beautiful world always fits.

The Client shall participate in the ***for distance world tour*** developed by the Contractor, on the terms below:

1. Order placement

The Client hereby instructs the Contractor to conceive and support the organisation of the implementation of a **for distance** event in the Client's municipality. The Client shall be the organiser.

The Contractor accepts this order in accordance with the attached service profile, which represents an integral part of this Agreement, grants the Client the right to implement the **for distance** event to this extent in accordance with the Contractor's concept, and undertakes to render his services with due care and observing the Client's interests. In particular, the Contractor undertakes to provide the Client with conscientious advice and preparation, and to carefully select and oversee the artists, suppliers and service providers. It is noted that the Contractor shall provide the services either himself or through employees in his team.

2. Exchange of services

The scope of the contractual services and the fee (remuneration) arise from this Agreement together with the service profile. Side agreements or modifications which change the scope of the contractual service or the price require an express agreement between the parties to the Agreement, and shall be recorded in writing immediately.

As well as the agreed fee for the concept, the advice and support in accordance with the service profile, the Client shall provide the Contractor with a written budget framework. The Contractor shall only exceed this budget with the Client's express consent.

In important and justified cases, in a departure from the service profile the Contractor shall be authorised in consultation with the Client to change parts of the sequence of the event. This shall immediately and amicably be recorded in writing.

Insofar as the Contractor does not himself fulfil the services in accordance with the service profile on behalf and for the account of the Client, he shall obtain cost estimates from suitable artists, suppliers and service providers. Unless anything is agreed otherwise, the choice between more than one artist, supplier or service provider proposed by the Contractor shall be made by the Client, who shall generally issue the orders to these artists, suppliers and service providers in the Client's own name and for the Client's own account. The Contractor shall only be liable for the careful (pre)selection, and not for the execution.

Insofar as the Contractor exceptionally deviates from the above and from the service profile, and shall himself fulfil services on behalf and for the account of the Client, this must be expressly recorded in writing. This applies in particular to legal acts under public law (e.g. registering the event with the competent authority) or under private law (e.g. obtaining consents to data processing from participants acquired by the Client), renting premises, concluding contracts in the gastronomy area, and concluding contracts with artists, suppliers and service providers.

In any case the Client shall issue all the information necessary for implementing the event and shall obtain all the necessary official permits of their own accord, shall ensure that all official requirements which are of particular relevance to security are

fulfilled, and shall indemnify the Contractor and hold him harmless in respect of all costs and fees incurred for this purpose.

As the originator and ideas provider, however, the Contractor shall have total freedom in designing the details of the event and their artistic implementation (artistic licence), provided this does not breach any legal provisions of the respective location of the event. Having said this, he declares that he shall take account of the social and religious norms of the event location, provided this is possible while still maintaining the basic concept of the event.

3. Costs

All the costs, taxes, fees, levies and remuneration accruing from the implementation of the event shall be borne by the Client, who shall indemnify the Contractor and hold him harmless in this respect.

These costs, taxes, fees, levies and remuneration which are necessary for the implementation of the event shall be settled and discharged by the Client when due in accordance with the obligations the Client has entered into and the services they has obtained, but in good time such that the implementation of the event is not jeopardised. If the event or parts thereof cannot be implemented due to late payment by the Client, the Client shall nonetheless owe the Contractor the full remuneration agreed with him in accordance with the service profile.

4. Remuneration

The Contractor is entitled to request his remuneration(s) in accordance with the service profile and/or to submit interim invoices. The Contractor must submit the final invoice in writing at the date specified by the contracting parties in accordance with the service profile.

If the implementation of the event does not take place for reasons beyond the control of the contracting parties (weather, accident, force majeure, etc.), the remunerations agreed with the Contractor shall be due to him pro rata according to the progress of the organisation services, as a maximum 33%, but at least in the amount of € 5,000, together with reimbursement of all the fees paid and disbursements made by him up to that time.

With the full payment of the agreed remuneration, the Client shall also acquire the right to use a video of the implementation of the event for the Client's own advertising purposes. The rights to the (further) use of the event concept and the exploitation of the video shall remain permanently with the Contractor.

The Client guarantees that they shall accept the costs and services. The costs shall be assumed together with the VAT or any other similar tax that is customary locally.

5. Term/termination

The contractual relationship shall commence with the signing of this Agreement and of the service profile by both sides and shall end, apart from the rights to use of the event concept and a video to be produced, with the delivery of the video documentation of the event implementation. Both sides waive the possibility of

ordinary termination.

However, the contracting parties are entitled to dissolve the contractual relationship prematurely for cause if one of the contracting parties is in breach of material obligations from this Agreement. On the part of the Client this means in particular the non-payment of the remunerations agreed with the Contractor and/or the artists, suppliers and service providers organised by him, and on the part of the Contractor non-compliance with the schedule despite a reminder being sent and a grace period being set, and/or any other wilful or grossly negligent complication or prevention of the implementation of the event concept.

In the event of warranted premature termination by the Client, the Contractor's claim to remuneration shall expire insofar as no advantages have accrued to the Client through the services provided up to that time. If the Contractor is unjustly enriched by payments he has received up to this time from the Client, he shall be obliged to repay these. The same applies in the event of unwarranted premature termination by the Contractor.

In the event of warranted premature termination by the Contractor, he shall nonetheless be entitled to the full amount of the remuneration agreed in accordance with the service profile. The same applies in the event of unwarranted premature termination by the Client.

6. Compensation/contractual penalty

Insofar as one contracting party has wilfully laid the basis for the justified premature termination by the other contracting party, the former shall also owe the latter reimbursement of all the damages thus arising.

If the Client circumvents the Contractor and makes further or new use of the event concept or substantial parts thereof concerning the implementation of the event, despite the contractual relationship having been terminated, the Client shall owe the Contractor a contractual penalty of This is expressly independent of the reason for such termination, whether through the fulfilment of all mutually owed services, justified or unjustified premature termination, as well as in the event of an amicable premature termination of the contractual relationship, unless the Contractor has consented in writing to this implementation, use or other utilisation.

7. Place of jurisdiction/choice of law

The parties agree that the Contractor's general place of jurisdiction shall be the place of jurisdiction for this Agreement. Austrian law shall be applied to all disputes from this Agreement.

8. Concluding provisions/data protection

For this Agreement to be legally effective, it requires a resolution by the municipal council.

Modifications and additional agreements on this Agreement must be in written form

to be valid. There are no verbal side agreements.

All the parties to the Agreement know the true value of the services which form the subject of the Agreement, and have agreed the remunerations in particular in the full knowledge of this value. No contestation of this Agreement on account of disproportion in value by more than half of the true value shall take place (Sections 934 ff ABGB [*Austrian Civil Code*]).

If one or more provisions of this Agreement should be ineffective due to being in breach of mandatory law, the validity of the remaining provisions shall remain unaffected. The contracting parties shall replace the ineffective agreement by an effective provision which comes as close as possible to the ineffective provision.

The Client agrees to the storage, processing and any necessary disclosure, including data concerning the Client's management bodies/employees which comes under the scope of application of the Datenschutzgesetz [*Data Protection Act*], insofar as such storage, processing and disclosure are in connection with the conclusion of this Agreement and the implementation of the event covered by this Agreement.

One original shall be produced of this Agreement and shall be retained by the Contractor. On request, the Client shall receive any number of copies.

Austrian law shall apply. The court of law at the Contractor's registered office/place of residence with competence for the value of this Agreement shall have competence for any disputes in connection with this Agreement.

As well as this Agreement in Principle, a side agreement is being concluded which covers the Client's individual needs. When this side agreement is signed, it shall become further content of the above Agreement in Principle.

Place/date

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Signature

Place/date

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Signature