

§ General terms

This contract is set between Eventkraft i Sverige AB hereby referred to as Eventkraft and the specified renter/client hereby referred to as the client. The contract is conclusive and may not be canceled without a written consent from Eventkraft. If canceled Eventkraft has the right to charge the client a full amount of the contracts value.

In case of accident, illness or Force Majeure concerning liabilities of Eventkraft under this contract, Eventkraft shall have the right to replace personnel, artists and technological systems with other equivalent substitutes and, in the alternative, the right to cancel the affected part of the arrangement. If Eventkraft is forced to cancel parts, or the whole commitment of its delivery under such circumstances, the client will only be charged for that which can be fulfilled under this contract.

In case the client decides to cancel the event/booking under this contract, due to i.e. lack of participators, low ticket sales, low rate of applications or any similar circumstances, the client will be charged for the booking in full. This also applies to bookings that have not yet been delivered. Rebooking with or without additional extra costs, may be permitted if Eventkraft consider this possible.

In case the client is forced to cancel the event/booking under this contract, due to Force Majeur, the client is obliged to pay for everything under this contract that Eventkraft considers nonrefundable. This also applies to bookings that have not yet been delivered. Rebooking with or without additional extra costs, may be permitted if Eventkraft consider this possible.

Rental costs and artist fees according to this contract are paid in advance unless otherwise agreed or stated in the contract. Credit invoice to companies and similar clients may be approved by Eventkraft after credit validation. The client must provide an organization number and/or VAT number!

Invoicing is subject to a billing fee of 50 SEK. Eventkraft charges a reminder fee of 50 SEK per reminder. After one reminder without payment, the case is handed over to debt collection. If Eventkraft is asked to make a correction to an invoice, due to the fact that Eventkraft, prior to the arrangement, has not received correct billing information, the client will be charged an additional invoice fee of 350 SEK.

When you approve this contract, you will automatically be posted as a customer at Eventkraft. This may mean that we record your personal information and that we use these to send you information and offers in the future. You can read more about our privacy policy here www.eventkraft.se/integritetspolicy

Eventkraft has the right, with immediate effect and without financial compensation, to cancel an arrangement that violates the terms of this contract. Damage and costs resulting from breach of this contract are charged to the client. Failure during an event, delays of planned programs or similar problems of the client, due to the client's breach of this contract, is not compensated by Eventkraft.

The client must allow 1-3 people from Eventkraft free access to any venue where an artist is engaged or where equipment is rented unless otherwise stated in this contract. Access primarily concerns the stage area, artist dressing room and places where technical equipment may be stored or installed.

All of the client's obligations under this contract apply, unless otherwise stated, whether Eventkraft has technicians, DJ's, artist or other staff in place during the rental period or not.

Any changes to this contract shall be approved in writing by Eventkraft. Written claims or terms by the client alone, for example upon return of a signed contract, are not sufficient to terminate the terms of the contract. Additional information about time, places, contacts and similar is very much appreciated though.

§ Special terms – rental of technical items

The client is not entitled to lend, pledge, transfer, rent or carry any items in this contract abroad without the approval of Eventkraft. All specified equipment according to this contract belongs to Eventkraft.



All rental of technical equipment are EXW (free from Eventkraft warehouse in Jönköping Sweden) unless otherwise stated in this contract. Eventkraft delivers, installs, disassembles and returns the equipment at an additional cost if this service is not already stated in the contract. Please contact Eventkraft as early as possible if this service is requested. Additional costs for transportation of equipment and travel expenses for technical staff will be charged unless stated otherwise in this contract.

In cases where Eventkraft personnel provide delivery, installation and disassembling of technical equipment, this service only applies to the equipment specified in the contract. All other types of assignments or duties that may be directly or indirectly related to the event are not performed by Eventkraft without a specific agreement being reached. If the client request such help from someone of the Eventkraft's staff, Eventkraft is entitled to charge these costs without informing the client about this.

If Eventkraft is not responsible for delivery and collection services, the rental period of the equipment is calculated from pick up until return at Eventkraft warehouse in Jönköping. In all other cases, the dates stated in this contract are valid. If rental equipment is not returned within the agreed period, the client is obliged to pay Eventkraft an additional rental fee, corresponding to the rental amount of this contract for each new day of delay.

The client is responsible for carefully checking the rental equipment immediately after receiving or when collecting the equipment. All equipment is considered to be in adequate and full condition unless the client has informed Eventkraft of any damage or malfunction, the day after collection or delivery and no later than two hours prior to the start of the current event.

All rental equipment must, before return to Eventkraft staff or warehouse, be restored to the same condition as at pickup/delivery. All accessories in the form of remote controls, cables, tripods, clamps, sprint, antennas, microphones etc. shall be returned mounted or reattached where they were placed at the pickup/delivery. All items shall be placed in cases consequently. Cables shall be rolled, fabrics shall be clean and folded, furniture shall be stacked correctly in trolleys, candle holders shall be free from wax and so on. Eventkraft will charge for re-rolling of badly handled cables and loosely packaged equipment. Eventkraft reserves the right to test returned equipment as late as up to 2 weeks after the day of return, to check if any errors have occurred during the rental period.

The client is obliged to keep the rented equipment insured against all risks to the full value of the equipment throughout the rental period. This applies to theft, fire, damage, improper use and the like, which is beyond Eventkraft's ability to prevent. The client is solely responsible for all types of damage throughout the rental period.

If Eventkraft does not provide installation and disassembling, the client is obliged to possess necessary knowledge of how to manage the equipment. The rented equipment may only be used by the person who is qualified to do so – for example electrical connection, sound and light signal distribution, rigging know-how and similar technical knowledge. The client must ensure that the equipment is properly connected to other types of equipment and make sure proper voltage is used. About sound systems and amplifiers, in particular, these may not be run above "clip-level". All sound equipment must be treated with care and under no circumstances be exposed to moisture or shock. Eventkraft will not compensate damage or failed performances arrangements caused by incorrect handling or improper use of the equipment accordingly.

The client is not entitled, even though technically skilled, to intervene in hired items, switch connections, make or carry out repairs of any hired item in this contract. Eventkraft will not compensate the client with equivalent equipment under these type of circumstances, without the client paying reasonable compensation for this. The client is liable for loss of equipment and any type of damage to the equipment.

All rental equipment is intended to be used in accordance with the contract. If the equipment is used to a greater extent or in addition to the agreed rental periods, the client shall state this. Eventkraft is entitled to charge additional fees accordingly. This applies, for example, to consumption costs of bulbs for light



fixtures, smoke fluid for smoke machines, batteries for wireless microphones etc. In case of smoke machines, the client must never use a different type of smoke liquid than the one intended for the actual rented smoke machine.

Eventkraft has the right to terminate this contract with immediate effect and reclaim contracted equipment, if the client either A; does not pay contracted rental within the time limit, B; goes bankrupt, reconstructs the company, becomes incapacitated or dies, C; refuses Eventkraft access to the rental equipment during the rental period, D; neglects, pledges, leases or transfers the equipment or E; otherwise, breaches this contract.

At trade fairs and exhibitions, the client is responsible for the ordering of wire, electrical power, chain hoists, sky lifts/elevators and the like to enable assembly, direction of light and similar use of the hired equipment. In respect of light direction at trade fairs, the client shall make sure that this is possible for Eventkraft staff to complete by no later than 20.00 o'clock the day before the fair opens, unless otherwise agreed. If the exhibition stand/area is not ready for light direction at this time, labor costs will be added to overtime. The client is also responsible for informing Eventkraft in writing about specific requirements for height positioning of light rigs and trusses. If the exhibition stand/area consists of a sensitive floor that does not allow a normal use of sky lifts or similar elevators, an additional cost for the booking of an alternative lift may apply. Eventkraft may help the client to order additional services from the fair and others against charging of additional administrative costs. Place for storage of Eventkraft's transport cases and packaging material must be provided by the client during the rental period. Any costs for the above services are counted as additional to all quoted and contracted prices in this contract.

For all type of rentals in connection with some kind of performance by artists, the client must provide a stage and required electrical power by the stage area. In case of outdoor arrangements, the client must also provide complete rain cover for loudspeakers, mixer consoles, show lightning and other types of electrical event equipment mentioned in this contract. In case of uncertainty regarding this, the client is asked to earnestly check these needs with the specific Eventkraft project manager well ahead of the start of the event.

The client shall ensure that all constructions not booked by Eventkraft, for example stages, stands, PA wings, podiums, exhibition walls etc., are all certified and approved for existing loads and use. The client shall also ensure that any unauthorized persons may not access any rental equipment from Eventkraft during the rental period and must provide crush barriers for the protection of staff and technical equipment installed near public areas at a concert or similar. The client is responsible for the safe keeping and guarding of equipment on display and in storage. The client ensures that good order is guaranteed before, during and after the rental period, so that Eventkraft staff and artists can perform their work safely and within reasonable premises. This also applies in cases where Eventkraft provides staff for the mounting and disassembling. Security staff is recommended for events with more than one hundred attendees.

Eventkraft is responsible for ensuring the equipment is operational during the rental period. If error(s) occur, this should immediately be brought to the attention of Eventkraft, who will promptly repair or replace missing rental items against the equivalent in Eventkraft warehouse. If the client has not broken any of the stipulated terms in this contract and if he does not receive similar operating equipment within the time equivalent to 20% of the total rental period according to the contract, counted from the time of reported failure, he is entitled to a reduction of rent. The reduction of rent corresponds only to the rental cost of the specific item concerned and as a percentage of past rental period from reported failure until the end of the rental period, or until the defective equipment has been repaired or replaced.

If the client returns defective or damaged equipment, caused during the rental period, this will be repaired by Eventkraft or Eventkraft associated workshop and charged to the client. Completely damaged equipment is charged to the client at full value of new equivalent equipment.



If the client provides staff for help with transport and/or construction as help to Eventkraft, this must correspond in minimum to the number of persons and time period specified in the contract. Engaged staff must be sober and physically capable of lifting stage equipment and should therefore not have any restrictive disability in this regard. If the client fails to provide agreed assistance in accordance with this contract, Eventkraft reserves the right to charge full additional cost for hiring replacement staff, overtime cost for remaining staff and all other additional cost needed to rectify this problem.

§ Special terms – booking of entertainment and artists

Concerning artist engagement under this contract, the client is obliged, unless otherwise stated, to conduct a careful and detailed settlement with committed artists/performers to ensure a good level of entertainment and to prevent the risk of possible misunderstandings regarding the purpose of the event, accurate time frames and other important details. If the client does not discuss this with the artist(s) it is up to committed artist(s) to decide what is appropriate. Eventkraft does not accept responsibility for any misunderstanding or ignorance of any verbal or written agreement between the client and the artist(s). If contact information for committed artists/artists is not included in the contract, the client shall urgently request this from Eventkraft.

All artists in this contract are, unless otherwise stated, entitled to rest and recovery of voice, body etc. after each set of performance. Definitive time frame for such pauses shall be determined in consultation between the artist and the client. Unless otherwise agreed, a time frame of 30-60 minutes will apply for this.

Artists and technicians who are hired for arrangements that last for more than three hours shall be provided by the client for food and drink unless otherwise agreed. In the case of artists especially, they should have access to a secluded and spacious lodge with toilet facilities, mirrors and clean towels.

In case of accident, illness or acts of God regarding Eventkraft liability under this contract, Eventkraft shall have the right to replace artists/entertainment with other equivalent substitutes and, secondarily, call off part of the arrangement concerned. In case Eventkraft have to cancel part or whole of the booking in this respect, the client will be charged no cost or only the cost that can be fulfilled under the contract.

The client ensures order and safety of all event areas before, during and after the event, so that Eventkraft staff and artists can perform their work under safe and sound conditions. Injury to artists or technicians and damage of related technical equipment that arise from safety negligence regarding this is the client's responsibility. Security guards and crush barriers around stage areas, Front of House area etc. are recommended.

In all cases where Eventkraft has staff, artists, technicians or other types of personnel in place for assignments under this contract, the client shall pay for food and lodging if the event ends later than at 24.00 or if the event is organized more than 120 kilometers from Jönköping or the place of residency of the artist

§ Special terms – Outdoor stages, Tent and Stage Hands

Regarding outdoor stage solutions, particular attention should be paid to the following: The client shall inform Eventkraft about the conditions of the site where the stage is intended to be placed, especially if it means height differences in the ground level exceeding half (0,5) meters. The client is also required to inspect the actual site before Eventkraft transport arrives, thereby ensuring that the contracted location works for the purpose and that all access points and roads are operational. Any relocations of the stage



must be immediately announced to Eventkraft. Obstructed access points/roads due to negligence by the client of such inspection is charged extra.

Significant adjustment i.e. relocating of an outdoor stage that has been mounted and put in place is complicated and will therefore be fully charged to the client. In this circumstance Eventkraft is not responsible for any delays this may cause.

If the client provides electricity for the event according to this contract, this must be delivered for use no later than at the time of the transport arrival to the site

If severe weather conditions such as heavy sustained rain, strong winds or similar weather phenomenon is likely to jeopardize the safety of artists, audiences or technical equipment in connection with the arrangement under this contract, Eventkraft is entitled to discontinue ongoing stage performance and/or mounting/dismounting activities. The length of such a break is determined by Eventkraft staff. If necessary, tents and stage equipment may also be dismantled, in whole or in part, to defend such safety and security during the event. The client will not be allowed any deduction of rental costs as a consequence of such measures since this is considered to be due to acts of God.

If the client provides a stage hand(s) or similar assistance, this must correspond to the number of persons stipulated in the contract for both unloading and loading, as well as for set up and dismantling. Engaged assistance must be sober and physically capable of lifting stage equipment and should therefore not have any restrictive disability or inappropriate clothing in this regard. If the client does not provide agreed assistance in accordance with this paragraph, or if committed assistance deviates before the assignment is complete, Eventkraft preserves the right to charge full additional cost for urgently booked replacement staff, overtime cost for remaining staff and all other additional cost needed to urgently solve this problem

§ Special terms – sponsoring

If Eventkraft has agreed to any type of sponsoring in accordance to this contract, the size and value of the advertising space must be proportional to the sponsor value and the participation of other sponsors. Eventkraft reserves the right to always, and primarily, appear with our brand on and around stage areas. At events where Eventkraft AB sponsors the entire event, no other sponsors are allowed.

The value of an Eventkraft sponsorship, i.e. rental costs for equipment, personnel costs, travel etc, is made primarily by Eventkraft. Special discounts and special rates can never be combined with sponsorship agreements. At all sponsorships, Eventkraft AB will assume costs according to regular rental prices.

Eventkraft, unless otherwise stated, does not sponsor costs for personnel, travel, transport and consumable items such as bulbs, batteries, smoke liquid, tape(s) and similar materials.

If Eventkraft has agreed to sponsoring in accordance to this contract, other sponsors in the same line of business are not allowed. The same line of business refers in this case to companies and persons involved in delivery of sound, light, events, AV equipment, artist productions, karaoke, stage's and similar. Should such companies appear as sponsors of the same event as Eventkraft, the client must immediately inform Eventkraft about this, otherwise the client may be charged full production costs for Eventkraft's participation for the event.

As a sponsor Eventkraft expects its brand to be present on all types of promotional material in connection with the event. Visibility shall be proportional to the sponsorship value and participation of other sponsors. For events and clients that lack marketing material for sponsors, Eventkraft is free to arrange its own visibility on site.

Eventkraft reserves the right to freely utilize its sponsorship for marketing and as a reference. Participants and co-sponsors during the actual event according to this contract may be of interest as prospective



customers to Eventkraft. Such contact details should therefore, if possible and upon request by Eventkraft, be provided by the client.



EVENTKRAFT
Mer kunskap - Mer resurser - Mer kraft

Eventkraft i Sverige AB
Herkulesvägen 56
SE-553 02 Jönköping

Tel: +46 (0)36-150 153
Tel: +46 (0)36-150 153
info@eventkraft.se

BG-Konto: 5091-5065
Orgnr: 556570-1629
Innehar F-skattebevis