



TERMS AND CONDITIONS

1. DEFINITIONS

- a. Club Med/Artist Engagement: an arrangement to meet or be present at a specified time and place for a specific period and performance.
- b. Terms and Conditions: this can be found on the backside of the travel voucher provided to Artist and their guests when traveling to a Club Med Village. The terms and conditions listed therein apply to Artist and all of their guests.

2. CLUB MED'S OBLIGATIONS

- a. Club Med will provide Artist and their authorized guests with ground transportation for Transfer from/to the nearest Club Med Resort (hereinafter the "Village") airport.
- b. Club Med will provide accommodations in a standard room (Club Med GM's have room priority). Each Artist can have one (1) adult guest sharing his/her room in the adult Villages. Depending on room availabilities and villages, it is sometimes possible to have 2 kids under 16yo as extra guests, you will then be charged 60\$ USD per day per kid to your credit card.
- c. All Artists and their guest will benefit from the amenities, including meals and activities, available to guests.
- d. Artists and guest must drink responsibly and abide to article 7: Drugs and alcohol policy.
- e. Artists and their guest will have access to all free sports and recreational activities provided at the Village (Club Med GM's always have priority. For scuba, only when Club Med operates this activity.)
- f. Club Med will provide the sound and light equipment and the technicians to operate it.
- g. Club Med will, in select Villages, provide the backline (i.e. drums, amps, mixing board, etc).
- h. Club Med can provide artist with additional beds pending availability under the terms of our Friends & Family program

3. ARTISTS' OBLIGATIONS

- a. Artists will perform no less than three (3) times per week for an estimated

- total play time of no less than six (6) hours per week.
- b. Artists will be under the supervision of the Chief of Village and one of his/her assistants who will decide the schedule of the Artists' performances.
 - c. Artists or a designated band leader must be available, reliable and open to schedule changes for costumes, decors or theme shows. This is inclusive of special requests from Club Med guests and management.
 - d. Artist must respect the performance schedule provided to them and will perform in a professional, happy and friendly manner.
 - e. Artist and his/her guests are expected to be courteous and considerate to GMs (Village Guests) and GOs (Village Staff) at all times.
 - f. Artists are expected in their performance, to assure that it is appropriate for the Village where their performance is taking place (i.e. adult, family, or both family and adults). Club Med is an international company and has GMs from all over the world. Profanity and racial slurs of any kind are not allowed. The Artist must keep in mind for the Family Villages and their performances are KID FRIENDLY.
 - g. Artists must bring the necessary instruments or equipments for their performance.
 - h. it is strictly forbidden for all club med artists to perform out the village either in exchange of money or anything else during their stay.

4. INSURANCE

- a. Artists are required to carry their own medical insurance at their expense. Artists are independent contractors and not employees of Club Med; they are not covered for any injuries. Artists are required to obtain medical coverage for any injuries or illness Artists may incur during their engagement.
- b. The Artist and their guest will obtain a complimentary Club Med membership at the time of booking which is valid for one (1) year. This membership includes a basic Club Med Travel Insurance Plan. For additional questions you may call 1-877-466-7706.
- c. The Artist should consider purchasing a separate travel insurance policy at his/her own expense.
- d. The Artist is responsible for any work visas, permits and vaccines necessary in the country where Artist will be performing.
- e. Artists understands that the participation in Club Med activities is purely voluntary. Artists agrees not to hold Club Med liable for any unexpected, unintended or unforeseeable events that may cause an injury or property damage during their stay.

5. NATURE OF RELATIONSHIP.

- a. Artist is an independent contractor of CLUB MED and not an agent or an employee of CLUB MED. The Artist shall not be eligible for any employee

benefits of CLUB MED, including, but not limited to, pension benefits or group insurance. It is the intention of the parties that no employee, partnership, joint venture, or other similar relationships is created hereby. The Artists shall have no authority to bind CLUB MED to any commitment, contractual or otherwise.

6. FORCE MAJEURE

- a. A force majeure event shall be deemed any event or circumstance beyond either Party's control which prevents such Party from fulfilling its obligations hereunder including, but not limited to, acts of God, fire, flood, storms, explosions, accidents, epidemics, war, civil disorders, vandalism or terrorism, or any act or order or other actions adapted or taken by any national, regional or local government authority.
- b. The Artist shall use its best efforts to give CLUB MED notice by e-mail at www.clubmedartists.com of any force majeure event within 48 hours of its occurrence as well as of its cessation and shall take all reasonable measures to try to mitigate the consequences of the force majeure event.

7. ALCOHOL AND DRUG POLICY

- a. Club Med has a zero tolerance drug policy and does not permit the possession, use or sale of illegal drugs. Artists and their guests will comply with Club Med's Alcohol and Drug Policy at all time during their stay at the Village. Failure to comply with this policy will result in an immediate termination of the engagement between Artist and Club Med as well as dismissal from the Village at Artists and Guest own expense.

8. CANCELLATION

- a. Club Med may cancel the engagement with the Artist at any time. Artists must notify Club Med of any cancellations at least forty-five (45) days prior to their scheduled performance. If they cancel outside of the allowed time frame this may result in Club Med removing their name from the preferred artists list.