# KATRIN WILDFEUER

#### **Contract between**

and

Katrin Wildfeuer ARTISTS AND BRANDS Magnolienweg 15 81377 Munich Germany Tel: +49-(0)89-7199 84 34

Nils Berger Foersterstrasse 31 50825 Cologne Neuehrenfeld Germany

#### "Performer"

#### "Employer"

According to the Contract between DISNEYs Agency and Employer, Performer shall furnish to Employer Katrin Wildfeuer, for the following engagement (the "Engagement") the entertainment services of him as performer of GROOVIN`ALPS (total 3 performers) for the performance of those entertainment services:

## PLACE OF ENGAGEMENT: Walt Disney World Resort Orlando

## **DURATION OF ENGAGEMENT:**

About 11 weeks (Dates see below) during the period beginning July 14, 2022, through and including September 27, 2022, subject to satisfaction of tax requirements (including, without limitation, the requirements of Paragraph 21 of the attached Talent Agreement Additional Terms and Conditions) and immigration requirements (including, without limitation, the requirements of Paragraph 4 of the attached Talent Agreement Additional Terms and Conditions) and documentation, through and including September 27, 2022.

120 minutes of performance time within an eight (8) consecutive hour time span each day, five (5) days per Sunday to Saturday pay week (exact performance times and days as designated by Disney)

# DATE(S) OF ENGAGEMENT AND TRAVEL:

July 10-13,2022: Arrival, Get-In, Installation Instruments, Preparation

July 14, 2022: 1 soundcheck

July 15 through and including September 27, 2022: 45 days of show in total

July 15 through and including August 9, 2022: <u>20 days of show</u> August 10 through and including August 25, 2022: standby as a substitute in Orlando August 26 through and including September 27, 2022: <u>25 days of show</u>

September 28, 2022: Travel to Germany

September 29, 2022: Arrival in Germany



## PERFORMANCE FEE:

Performance fee is calculated in USD and will be paid weekly to the Performers account according to the actual exchange rates under which German Agent did receive the fee from the US States.

USD

8,280.00 BRUTTO FEE (46 days incl. soundcheck) incl. taxes incl. 80 days catering per diem USD 55.00 (4.400,00 in total)

## **IN ADDITION TO PERFORMANCE FEE:**

Employer shall furnish to Performer

- travelling and grounding
- accommodation
- costs of VISA Application
- health insurance for staying abroad

- instruments insurance: If performer provides Employer photos and invoice of his instruments, Employer will maintain instrument insurance for performers instruments. Performer shall not leave his instruments unattended in the public.

## **SPECIAL PROVISIONS:**

A Regularly Scheduled Performance. Performer shall perform one hundred twenty (120) minutes of performance time within an eight (8) consecutive hour time span per day, five (5) days per Sunday to Saturday pay week. All performances shall be scheduled within such period by and at the discretion of Disney and may be subject to change. The Price enumerated above is based on a five (5) days per Sunday to Saturday week. If Performer performs more or less than five (5) days in any Sunday to Saturday pay week, or with less than three (3) performers, Performer's price shall be adjusted pro rata. If Performer performs more or less than one hundred twenty (120) minutes of performance time within an eight (8) consecutive hour time span per day, Performers price shall be adjusted pro rata.

**B Reschedule – Regularly Scheduled Performance.** It is agreed and understood that Disney shall have the right, by giving Performer at least seven (7) days' written notice, to schedule Performer to perform for any Disney special event (i.e., a special event for a Disney business unit) whether inside or outside the WALT DISNEY WORLD Resort, provided such scheduled performance falls within the provisions of "Regularly Scheduled Performance" defined above [one hundred twenty (120) minutes within a eight (8) consecutive hour time span each day]. In such event, such performance shall not constitute a "casual engagement" and no additional payment shall be due to Performer.

**C 6th or 7th Day Schedule.** If, at the request of Disney and agreement of Performer, Performer performs on more than five (5) days per Sunday to Saturday week, Disney shall pay to Provider, in addition to the Price enumerated above:

(i) USD 350.00 incl.taxes if Performer performs on a sixth day in any given pay week
(ii) USD 450.00 incl.taxes if Performer performs on a seventh day in any given pay week. If Performer performs more or less than one hundred twenty (120) minutes within an eight (8) consecutive hour time span on any sixth or seventh day, Provider's price shall be adjusted pro rata.



#### D DOES NOT APPLY

**E. Costumes.** Performer shall supply, at its sole cost and expense, additional costumes for changing. Performer at its sole cost and expense, shall maintain all such costumes in good repair, and replace such costumes within fourteen (14) days following receipt by Performer of a written notice from Disney requesting such replacement.

**F. Compliance.** Performer shall comply with the provisions of this Agreement (including, without limitation, the "Talent Agreement Additional Terms and Conditions" attached hereto). After any notification by Disney to Provider or Provider Contact that Performer is not in compliance with any provision of this Agreement (including, without limitation, Paragraph 5 [Disney Standards] or 6 [Additional Performance Standards] of the Talent Agreement Additional Terms and Conditions), Performer shall immediately take corrective action to ensure compliance.

**G. Inclement Weather – Relocation.** Without limiting or modifying any other provisions of this Agreement, in the event of inclement weather conditions, Disney may, at Disney's sole option require that Performer: (a) performs show with revised routines (approved in advance by Disney) in the usual Engagement location; or (b) performs the standard show (or perform show with revised routines, approved in advance by Disney) at a different location in Epcot® Park as designated by Disney.

**H. Appearance Guidelines** Performer shall abide by the grooming and operational guidelines as updated and revised by Disney from time to time. http://cp.disneycareers.com/en/onboarding/fl/working-here/disney-look/overview/

**I. Parking.** Performer shall use a designated Disney Cast Member parking facility or other area(s) as designated by Disney. Performer shall take appropriate steps to protect themselves, properly lock and secure their motor vehicles, and refrain from leaving any valuables in their motor vehicles, since Performer shall assume all the risks, and Disney and Employer shall not and does not assume any of the risks, incidental to such Performers' use of the designated parking areas, and Disney and Employer hereby disclaims any liability or responsibility whatsoever for the safety or security of any such persons or the person's motor vehicle or the contents thereof. Without modifying any other terms of this Agreement, Performer hereby indemnifies and agrees to hold Employer and Disney and its Affiliates, and the officers, directors, employees and agents of each, harmless from and against any and all claims, liabilities, actions, losses, damages or injuries (whether to persons or property) and costs and expenses of any nature whatsoever, including, without limitation, reasonable attorney's fees and disbursements and litigation costs, which Employer, Disney or any of its Affiliates (or the officers, directors, employees or agents of each) may suffer or incur as a result of or in connection with Performers use of such designated parking areas. Performer acknowledges that the foregoing indemnification includes any claims based on the negligence, action or inaction of Employer and Disney or any of its Affiliates (or any of the officers, directors, employees and agents of each), and covers bodily injury (including death) and property damage.

**J. Security Access Cards.** Performer shall comply with access, parking, transportation, and security procedures established by Disney, which Disney reserves the right to change in its sole and absolute discretion from time to time during the term of this Agreement. Without limiting such procedures, Disney reserves the right to issue an access card (the "Access Card") the Performer bearing the

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name, photograph (as applicable) and other information. Performer shall be responsible for complying with the terms, conditions, and restrictions on use of the Access Card established by Disney from time to time, including, without limitation, the following: (1) the member of the Performer seeking access to Disney property may be required to display the Access Card together with an acceptable form of photographic identification (for example, a passport or driver's license) before being granted access to back stage and other Disney controlled areas (such as theme parks or other performance venues); (2) the Access Card will only allow the Performer access to permitted areas of Disney property for appropriate purposes related to performance of services under this Agreement, as the foregoing are determined by Disney in its sole and absolute discretion, and will not entitle Performer to any discounts or other benefits or privileges; (3) the Access Card shall remain at all times the property of Disney and shall be relinquished and delivered to Disney immediately upon termination or expiration of this Agreement, or upon the individual Performer ceasing to be employed or engaged by Employer to perform services under this Agreement, or upon request by Disney; (4) restrictions on use of the Access Card may include, without limitation, requiring presentation of the Access Card only at specified locations, prohibition on use during hard ticket events, special events, and blockout dates; and (5) the Access Card: shall be non-transferable; shall only be used by the person identified on the Access Card subject to the terms, conditions, and restrictions established by Disney; shall not be sold, loaned, given to, or used by anyone other than the person identified on the Access Card; and shall not be duplicated or altered in any manner. Any failure by Performer to comply with any of the terms, conditions, or restrictions on use of an Access Card shall constitute the basis for a default under this Agreement.

**K. Insurance Liability.** Employer will provide a liability insurance for the rental car. Employer shall not and does not assume any of the risks, incidental to performers' use of the rental car, which are not covered by the liability insurance for the rental car and Employer hereby disclaims any liability or responsibility whatsoever for the safety or security of performer by using the rental car or the performers rental car or the contents thereof. Any damages cause to gross carelessness or to purpose of Performer, have to be assumed by Performer.

L. Name of Show Act. Disney, in its sole discretion and at any time during the Date(s) of Engagement, may use the "Act's Billing Name" (as defined in this Agreement) or rename the Act with a name Disney will create and establish (the "Disney Name"). In the event the Disney Name is used for the Act the following provisions will apply. In consideration for the Price paid by Disney as well as the name recognition and good will associated with the Disney Name that Disney may have invested in the Disney Name (it is understood that this provision shall not be construed as imposing on Disney any obligation concerning advertising, marketing, use or promotion of the Disney Name or the Act's Billing Name), the parties acknowledge and agree that: (i) Disney shall own the Disney Name, in perpetuity, and shall have the exclusive right to use and exploitation of the Disney Name in all media throughout the universe; (ii) neither Provider/Act nor any member of the Act shall use, or acquire the right to use, the Disney Name at any time during or after the Date(s) of Engagement, it being acknowledged that if the Act performs in the future, subject to the restrictions in this Agreement, including, without limitation, Paragraph 7 of the Talent Agreement Additional Terms and Conditions, a different name must be used that does not infringe on the Disney Name nor may such different name be so similar to the Disney Name as to be likely to cause confusion to potential viewers (guests/customers) of the Act concerning the source of the Act; and (iii) without

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limiting the immediately preceding clause, Performer/Provider, Act and each member of Act agree not to trademark, service mark (or attempt to do so) the Disney Name or otherwise attempt to establish any use or ownership rights with respect to the Disney Name. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

**M. Termination.** Disney and Employer may cancel and terminate this Agreement for any or no reason without liability upon not less than thirty (30) days' written notice to the Provider. Disney and Employer may cancel any individual performance(s)/date(s) for any or no reason within the term of this Agreement without liability upon not less than seven (7) days' written notice to Provider. In the event of such termination or cancellations, Performer's sole remedy shall be to receive payment for those performances not cancelled.

Disney and Employer reserves the right to adjust the exact performance times by prior notice to Employer or Performer. Such notice to Employer or Performer may be accomplished by either: (a) e-mail, fax or other written communication; or (b) telephone or in-person communication if Disney determines that written communication would not be practical under the circumstances.

If any riders are attached to this Agreement, the provisions thereof shall have the same force and effect as if set forth herein. In addition, this Agreement is subject to the "Talent Agreement Additional Terms and Conditions" attached to this Agreement and incorporated herein by reference.

[SEE "TALENT AGREEMENT ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]

EMPLOYER	PERFORMER
Date04/19/2022	Date 04.19.2022
By <u>Al. Arcelfeue</u> Katrin Wildfeuer	By Nils Berger

