

## LETTER OF INTENT

This Letter of Intent is entered into by an between

Alwynne Pritchard Producer Neither Nor (Company) Norway

hereinafter referred to as «Producer»,

and

## FESTSPILLENE I BERGEN

Vaskerelvsmauet 6 Pb. 183 Sentrum 5014 Bergen, Norway

- hereto represented by its Project manager Tonje Elisabeth Peersen

hereinafter referred to as «FiB», subject to the following terms and conditions:

- 1. The parties will enter into an agreement according to which Producer shall produce and present "The Art of Violin Playing" at Festspillene i Bergen 2018.
- 2. The parties agree to continue the negotiations between them with a view to reach a final binding agreement as soon as possible, and no later than 01.07.17. FiB will be responsible for creating this contract before September 30 2017.
- 3. Legal status of Letter of Intent
  - 3.1. This Letter of Intent expresses the parties' bona fide serious interest in continuing the negotiations between them and to enter into a formal agreement regarding the performance referred to in this letter hereto, but this Letter of Intent is not intended to and shall not create legally binding obligations of the Parties.
  - 3.2. This agreement shall be governed by Norwegian law. Any dispute, controversy or claim arising out of or in connection with this agreement, or other agreements resulting from it, or any transactions contemplated therein, including any question regarding the existence, breach, termination or validity thereof, shall be finally settled by ordinary courts of law. Each of the parties hereby submits to the exclusive jurisdiction of Bergen District Court (Bergen tingrett).
- 4. The parties hereto have agreed that FiB shall show a total of 2 performances at Cornerteateret, Kongesalen (venue tbc). The said performances shall take place between May 23<sup>rd</sup> and June 6<sup>th</sup> 2018. Tentative dates are May 24<sup>th</sup> and May 25<sup>th</sup> 2018 with a maximum of 3 set-up and rehearsal days.

## FESTSPILLENE I BERGEN

- 5. Festspillene i Bergen shall be referred to as Festspillene i Bergen or Bergen International Festival in all communication regarding these performances.
  - 5.1. Festspillene i Bergen will be referred to as Festspillene i Bergen or Bergen International Festival in all communication for any future performances.
- 6. The performance will have world premiere in Bergen.
- 7. Economy
  - 7.1. FiB intend to pay to Producer, against submission of invoice, a total gross fee to be negotiated and determined. FiB furthermore agrees to pay per diems, accommodation, travels and transportation expenses up to a sum of (to be negotiated and determined). If we fail to reach an agreement regarding economy, this letter of intent is null and void.
  - 7.2. Producer will have a maximum of 6 number (NB! To be negotiated and determined) of people travelling from Europe (5 pax) and from NYC (1 pax) to Bergen, and will require a maximum of 6 nights of accommodation per person (NB! To be negotiated and determined).
- 8. All ticket income shall accrue to FIB.
- 9. All ticket sales will be handled by FIB according to their policies and solutions.
- 10. FIB retains the exclusive right to print the logos of sponsors and other contributors on all material produced in regards to the performance. This also applies for the internet.
- 11. No information regarding this production shall be released before there is a written agreed upon date for this. This includes but is not limited to press, social media and websites.
- 12. Copies

12.1. Two signed copies of this Letter of Intent have been signed and each party has received a signed copy.

Date 1/6 2016 place Delet

Tonje Elisabeth Peersen

Project manager

Date 1/6 2016 place Bergen

For Producer

Alwynne Pritchard

Producer