

Na temelju članka 8. Pravilnika za održavanje programa u Amfiteatru KLASA: 612-01/18-01/179 od 02. studenog 2018. godine i članka 61. Statuta Grada Pula-Pola («Službene novine» Grada Pule br. 07/09, 16/09 12/11, 01/13, 02/18), Gradonačelnik Grada Pule dana 12. prosinca 2018. godine, donosi

ZAKLJUČAK
o potvrđivanju programa i termina održavanja programa
„KONCERT FOO FIGHTERS” u Amfiteatru

I

Potvrđuje se održavanje programa „KONCERT FOO FIGHTERS“ u Amfiteatru u Puli dana 18. lipnja 2019. godine.

II

Organizator programa dužan je u roku od 15 (petnaest) dana od dana dostave ovog Zaključka na adresu Grad Pula-Pola, Upravni odjel za kulturu, Sergijevaca 2/II, Pula dostaviti:

- Ugovor o korištenju Amfiteatra zaključen sa Arheološkim muzejom Istre,
- jamstvo u obliku bjanko zadužnice na iznos do 100.000,00 kuna ispunjenu sukladno Pravilniku o obliku i sadržaju bjanko zadužnice.

III

Ako organizator ne dostavi dokumentaciju u roku iz točke II. ovog Zaključka smatra se da je odustao od realizacije programa i nema pravo na povrat troškova.

Ako organizator dostavi dokumentaciju u roku iz točke II. ovog Zaključka, a nakon dostave dokumentacije odustane od realizacije programa nema pravo na povrat troškova.

IV

Temeljem članka 11. Pravilnika za održavanje programa u Amfiteatru, organizator nema pravo započeti javno oglašavanje programa i/ili prodaju ulaznica prije zaključenja Ugovora o realizaciji programa s Gradom.

V

Ovaj Zaključak stupa na snagu danom donošenja.

KLASA:612-03/18-01/51
URBROJ:2168/01-05-01-0412-18-12
Pula, 12. prosinac 2018.

GRADONAČELNIK
Boris Miletić

OBRAZLOŽENJE

I PRAVNI OSNOV ZA DONOŠENJE AKTA

Pravni osnov za donošenje akta sadržan je u članku 8. Pravilnika za održavanje programa u Amfiteatru KLASA: 612-01/18-01/179 od 02. studenog 2018. godine i članku 61. Statuta Grada Pule-Pola („Službene novine“ Grada Pule-Pola br. 07/09, 16/09 12/11, 01/13, 02/18).

II OSNOVNA PITANJA I PRIKAZ STANJA KOJE SE UREĐUJE AKTOM

Sukladno odredbama Pravilnika za održavanje programa u Amfiteatru Javni poziv za dostavu prijava za održavanje programa u Amfiteatru objavljen je dana 02. studenog 2018. godine sa rokom za dostavu prijava do 17. studenog 2018. godine, odnosno do popune svih raspoloživih termina.

Povjerenstvo za programe u prostorima kulturno-povijesnih spomenika na sjednici održanoj dana 10. prosinca 2018. godine utvrdilo da program „KONCERT FOO FIGHTERS“, organizatora LOS ANGELES d.o.o., Zagreb, Šubićeva 65, ispunjava sve uvjete iz članka 3. Pravilnika za održavanje programa u Amfiteatru te je dalo Prethodnu suglasnost za održavanje koncerta dana 18. lipnja 2019. godine.

Obzirom da je Organizator ispunio sve uvjete iz članka 7. Pravilnika za održavanje programa u Amfiteatru predlaže se donošenje Zaključka o potvrđivanju programa i termina održavanja programa.

III TEKST PRIJEDLOGA AKTA

Tekst prijedloga Zaključka dostavljen je u prilogu.

IV FINANCIJSKA SREDSTVA POTREBNA ZA PROVEDBU AKTA

Za realizaciju ovog Zaključka nisu potrebna financijska sredstva.

P.O. GRADONAČELNIKA
Jasmina Nina Kamber, univ.spec.oec.

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CONFIDENTIAL TO THE PARTIES COPIED HEREIN UNLESS
OTHERWISE AGREED BY SENDER**

Dear Mario, We are happy to confirm **FOO FIGHTERS** for one (1) 'Headline' performance at **Pula Arena, Pula, Croatia (additional show)** subject to the following, and further subject to terms and conditions of our contract and ARTIST rider (which shall be issued under separate cover).

****On-Sale of FOO FIGHTERS at Pula Arena will take place on December 14th at 10:00 am Local Time as mutually agreed between ARTIST management and PURCHASER****

Pula Arena – 18th June 2019 – Pula, Croatia

Date: Tuesday 18th June 2019

Total Guarantee of: \$###,000.00 USD versus the right to receive 90% of the gross box office receipts, subject to tax, plus first class sound, lights, IMAG screens, on-stage LED screens and catering.

Total Capacity: 7,650

Final ticket scaling, ticket prices, and capacity (including type of seating/standing) are subject to written approval by Russell Warby (RLW@wmeentertainment.com) at WME.

Any increase of capacity is subject to written approval by Russell Warby (RLW@wmeentertainment.com) at WME.

Proposed Billing / Show Times: (SUBJECT TO APPROVAL WITH ARTIST MANAGEMENT)

Headliner: FOO FIGHTERS – set times TBC - (150 mins)

Changeover: (45 mins)

Support: TBC

ARTIST and PURCHASER to have full approval on all artists appearing.

PAYMENT SCHEDULE:

###,000.00 USD before January 15th 2019

##,000.00 USD before February 25th 2019

##,000.00 USD before April 25th 2019

-

PURCHASER agrees payment of guarantee in full should they be unable to obtain the appropriate license permissions.

PRODUCTION & CATERING:

The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to PRODUCER's prior written approval and shall be advanced with ARTIST management or its authorized representative. PURCHASER's failure to comply with this paragraph shall be deemed a material breach of contract and PRODUCER and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation.

PURCHASER agrees to provide and pay for catering, including dressing room requirements, crew needs for load-in, sound check. All catering requirements to be discussed in full with the ARTIST tour manager.

PURCHASER agrees to provide and pay for 1st class staging, risers, delays, power and catering to the ARTIST specifications. Soundcheck to be available (to be discussed with the ARTIST tour manager). Local crew as required by the ARTIST production manager for Load-in/Load-out (exact numbers to be advised in due course). Runner/s as required by the ARTIST production manager (exact number to be advised in due course).

In the event that the ARTIST is carrying touring production (potentially including but not limited to sound desks, monitor system, lighting, special effects and screens), the PURCHASER will accommodate this equipment and its attendant crew.

PURCHASER shall provide ARTIST with (amount TBC) completely dedicated, fully air-conditioned, secluded and secure dressing rooms and two (2) production office within close proximity of each other. Nobody will have access to this dressing room without written consent from ARTIST

management or Russell Warby (RLWwmeentertainment.com) at WME. No other artist will have access to these areas. PURCHASER to provide a dedicated, clean toilet and showering facility next to the dressing rooms, with hot and cold water. The shower must have a new shower head.

PURCHASER shall guarantee professional security for the ARTIST from arrival in the venue until departure. All security to be under the supervision and direction of the ARTIST tour manager.

Please note that security amendments will be subject to a dedicated security rider (to follow).

PURCHASER shall guarantee all day, on site transport to be made exclusively available to ARTIST and their crew.

GROUND TRANSPORTATION

PURCHASER shall provide and pay for ARTIST approved, first-class ground transportation for ARTIST, ARTIST'S touring party and their baggage including but not limited to transport between airport, hotel and venue of stay in Croatia.

Gus Brandt (tour manager) will source and secure ARTIST transport. PURCHASER to reimburse agreed costs.

SPECIAL PROVISIONS:

All shows are to be advanced with Gus Brandt who can be reached at +121 359 505 40 or via email gusbrandt@me.com

PURCHASER to advise on production contacts ASAP.

For all production queries please contact John Cutcliffe and Sara Sigman who can be reached at +1 323 856 8222 or via email at jc@sammusicbiz.com or ssigman@sammusicbiz.com

ARTIST will require access to load in one (1) day prior to their performance date, dedicated to the FOO FIGHTERS.

ARTIST carried all access credential shall be accepted and honoured by

all venue staff and security.

ARTIST shall receive (200 per show) (TBC seated / TBC standing) complimentary guest tickets per show.

PURCHASER must supply ARTIST with completely secure private dressing rooms (as detailed within production & catering), with a separate private VIP area for their guests. No access will be granted to dressing room or VIP area without express written permission from ARTIST management or WME.

ARTIST is to receive 100% headline billing. ARTIST to be billed above and larger than all other artists performing (if any) on all artwork, press material, etc. ARTIST to be billed on top line in all advertising.

ARTIST shall retain the right to have full approval of the support artist.

PURCHASER to advise all ticketing links ASAP.

All artwork, promotional and marketing plans press releases and announcements and on-sale dates subject to written approval (prior to on-sale) Russell Warby (RLW@wmeentertainment.com)

PURCHASER to advise all social, PR and marketing contacts ASAP.

All advertising and press releases are to be approved in writing by Russell Warby (RLW@wmeentertainment.com). ARTIST approved logo and photo will be provided by WME. ARTIST approved logo, photo, and website must be used in all advertising, unless otherwise agreed in writing by Russell Warby. Failure to include ARTIST-approved logo, photo, and website in all on-line and off-line advertising will result in \$25,000 USD in liquidated damages to be paid to ARTIST in each instance.

Set length, billing and performance time to be approved by Russell Warby (RLW@wmeentertainment.com) and ARTIST management.

ARTIST approved photographers are the only photographers that will be allowed to shoot during the performance. A list of photographers MUST arrive at WME 4 weeks in advance of performance.

Construction of stages and platforms must be 100% safe. If ARTIST, management or management representative does not deem the structure to be safe then ARTIST has a right to refuse to play and keep all compensation for the engagement.

ARTIST production must be accommodated. Final production plan to be advised.

ARTIST will require a subsequent inspection and full safety approval by an independent structural engineer before the stage shall be used for performance.

PURCHASER must obtain the appropriate license for the use of pyrotechnics and fireworks, should the ARTIST wish to use them.

There are to be no stage announcements whatsoever.

There are to be no lighting restrictions whatsoever.

There are to be no dB limits or other sound restrictions whatsoever, other than those mandated by law.

There are to be no set length restrictions whatsoever.

ARTIST shall have complete control of all image video screens from beginning of the changeover from penultimate act, into the ARTIST's set.

ARTIST shall have complete control of video content displayed on their stage.

PURCHASER agrees not to participate in any ticket auctions. Other than booking and handling fee there can be no other surcharge on top of the ticket price.

PURCHASER agrees that the floor will be scaled GA for all performances. PURCHASER agrees that there will be no VIP section/seating (or alike) in the area in front of the stage.

ARTIST to receive a favoured nation's merchandise rate of 85% of the gross on all soft merch and 90% on recorded merch. This will be the

most favourable merchandise rate received by an ARTIST ever and will not be bettered by any other artist at the event.

PURCHASER to supply dedicated Foo Fighters merch stand for the duration of the day.

It is noted agreed and understood that the venue may be sponsored. Sponsorship of the event is permissible on the understanding that no direct relationship can be agreed to or implied between the event sponsor/s and the ARTIST directly without written correspondence with the ARTISTS agent establishing such relationship as acceptable and including specific terms and conditions. Whilst the ARTIST is onstage there can be no sponsor backdrop logo signage or any other kind of imagery related to the sponsor on the stage area.

There shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of PRODUCER/ARTIST or PRODUCER/ARTIST'S performance by Purchaser and Purchaser shall not permit or authorize others to do any of the foregoing without prior written approval by Russell Warby (RLW@wmeentertainment.com) at WME. Any broadcasting rights are subject to separate written approval and written agreement.

If, through no fault of ARTIST, ARTIST's set time is delayed for more than thirty (30) minutes, for any reason whatsoever, ARTIST has the right to not perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. Further, if ARTIST, in its sole judgment, determines that its set time may be delayed because the set time(s) of any or all of the other performers at the engagement is/are running over the allotted times, ARTIST has the right to demand that PURCHASER shorten any other performers' set times. If PURCHASER fails to do so, ARTIST shall have the right not to perform, shall retain all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever. In the event that PURCHASER shortens other performers' set times but ARTIST's set time is still delayed thirty (30) minutes or more, ARTIST will have the right, in its sole discretion, to choose not to perform, shall retain

all monies previously paid by PURCHASER and PURCHASER shall remain liable to PRODUCER for payment of the full balance of the guarantee, with no further obligation of PRODUCER or ARTIST whatsoever.

PURCHASER shall supply to PRODUCER's/ARTIST's designated representative (in a form satisfactory to PRODUCER/ARTIST) all necessary documentation as required by PRODUCER/ARTIST to show proof of payment by PURCHASER of such withholding taxes, as well as for the purposes of obtaining foreign tax credit. Aforementioned documentation to be provided to PRODUCER/ARTIST within 5 days following payment due date.

PURCHASER accepts ARTIST specific security requirements to be outlined as per terms of the agency issued contract.

All security and related details are subject to written approval by John Cutcliffe (jc@sammusicbiz.com), Gus Brandt (gusbrandt@me.com) or by Russell Warby (RLW@wmeentertainment.com). PRODUCER and ARTIST shall also have the right to terminate the contract, without incurring any liability or obligation, if there is inadequate security or a threat to the safety of Artist, or any of its employees, agents, contractors or representatives, in Artist's sole opinion. Notwithstanding the foregoing, PRODUCER shall be entitled to retain and/or receive the full agreed compensation. In addition to the force majeure provision(s) of this contract, PURCHASER agrees that ARTIST may cancel this engagement in the event there is a declaration of war, threat of war, civil unrest, and/or violence (whether or not in Croatia) in which, in ARTIST'S good faith judgment, might be unsafe or might result in danger, personal injury, or damage to property, to ARTIST and/or ARTIST'S entourage. In addition, ARTIST shall also have the right (but not the obligation) to cancel this engagement in the event that any of the other engagements on ARTIST'S current tour are cancelled for the aforementioned reasons.

No rights for merchandise, compilation albums, webcasts or other possible festival or 'third party' activity are granted by this agreement. Any rights requested are subject to separate agreement and contract directly between the third party, ARTIST management and WME.

In the event PURCHASER fails, for any reason, to procure the necessary documents, permits, licenses, clearances, et cetera required for ARTIST

or ARTIST's entourage to enter into Croatia and perform hereunder, PURCHASER shall be deemed in material breach of the contract. In such event, the performance shall be deemed cancelled, PRODUCER shall retain any deposit or advance monies already paid by PURCHASER or on PURCHASER's behalf to PRODUCER, and PURCHASER shall remain liable to immediately pay PRODUCER the full balance of the contract price, with no further obligations of PRODUCER or ARTIST.

PURCHASER acknowledges and agrees that PURCHASER's breach of any of the foregoing provisions shall excuse PRODUCER/ARTIST from any further obligation and/or liability in connection with this engagement and PURCHASER shall immediately pay PRODUCER/ARTIST the full tour guarantee. In the event that PURCHASER is considered in breach of the foregoing, notification of such shall be delivered in writing at which time PURCHASER shall have 72-hours to remedy said breach.

Any language that may have been contained in your offer, which is not included in this agreement, shall not be considered part of the contract.

PLEASE CONFIRM RECEIPT AND ACCEPTANCE.

We look forward to working with you on this performance.

Best,

Russell Warby.

Gaby Cartwright | WME
Office of Russell Warby
RWarby_Asst@wmeentertainment.com
+44 208 929 8549
100 New Oxford Street
London WC1A 1HB



ISO 9001



ISO 27001



IQNet SR-10



Cro Cert



REPUBLIKA HRVATSKA
ISTARSKA ŽUPANIJA



GRAD PULA-POLA
UPRAVNI ODJEL ZA FINANCIJE I
OPĆU UPRAVU
Odsjek za proračun i gospodarstvo

REPUBBLICA DI CROAZIA
REGIONE ISTRIANA



CITTA DI PULA-POLA
ASSESSORATO ALLE FINANZE E
ALL'AMMINISTRAZIONE GENERALE
Sezione per il bilancio e l'economia

KLASA:023-01/18-01/83
URBROJ:2168/01-02-02-0392-18-61
Pula, 13.12.2018.

P O T V R D A

Kojom se potvrđuje da **LOS ANGELES D.O.O. (OIB: 45316300941)** iz Zagreba, **Šubićeva 65**, nema nepodmirenih dugovanja prema Gradu Puli.

Potvrda se izdaje na traženje gore imenovanog, a kao prilog zahtjevu za održavanje koncerta „FOO FIGHTERS“ u Areni, dana 18. i 19. lipnja 2018. godine, te se u druge svrhe ne može upotrijebiti.

Voditelj odsjeka za proračun i gospodarstvo
Igor Fabris

DETALJI TRANSAKCIJE IB52696879

Podaci o transakciji

Referenca	IB52696879
Broj transakcije	O401800029269779
Status transakcije	Proveden
Datum i vrijeme pregleda	utorak, 11.12.2018. 09:42:15

Platitelj

Naziv platitelja	LOS ANGELES D.O.O.
Adresa platitelja	ŠUBIĆEVA 65
Sjedište	10000 ZAGREB
Broj računa platitelja	HR6824840081105894088
Model i poziv na broj platitelja	HR 99

Primatelj

Naziv primatelja	ARHEOLOŠKI MUZEJ ISTRE
Adresa primatelja	CARRARINA 3
Mjesto (sjedište primatelja)	PULA
IBAN ili broj računa primatelja	HR5123400091117010668
Model i poziv na broj primatelja	HR 00 18062019
Šifra namjene	
Opis plaćanja	GARANCIJA ZA POTVRDU TERMINA, KONCERT FOO FIGHTERS U ARENI PULA, DODATNI KONCERT 18.06.2018.

Podaci o plaćanju

Datum plaćanja	11.12.2018.
Hitnost plaćanja	Ne
Iznos plaćanja	10.000,00 HRK

Autorizacija

Prvi potpis	TOKEN sno 0945540918 11.12.2018 01:24:04
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