

# **Agreement about creation and recording of artistic performance and license to it**

(hereinafter only as „Agreement“) entered between:

## **I. Contract parties**

### **Moravská filharmonie Olomouc, příspěvková organizace**

ID No.: 00100617

Seated in Czech Republic, Olomouc, Horní náměstí 23, ZIP Code 772 00

Organisation registered in the Federal Register maintained by the Regional Court in Ostrava, Section  
Pr, File No. 1015

Contact email: xxxxxxxxxxxxxxxxxxxx

Contact phone: xxxxxxxxxxxxxxxxxxxx

(hereinafter only as „Artist“)

represented by Jonáš Harman, director

**and**

### **Jonathan Pasternack**

**represented by Tanya Tintner, Administrator**

### **Professional Development Program**

Seated in 1112-1333 South Park Street, HALIFAX NS, Canada B3J 2K9

Contact email: xxxxxxxxxx

Contact phone: xxxxxxxxxxxxxxxxxxxx

(hereinafter only as „Organizer“)

(both parties hereinafter only as „Contract parties“)

## **II. Object of the Agreement**

(1) Artist is obligated to create artistic performance according to followed specifications and conditions:

Author and work(s): **Ferenc Liszt: Piano concerto No. 1 in E flat major**  
**Ferenc Liszt: Piano concerto No. 2 in A major**  
**Ferenc Liszt: Totentanz**

Dates: **March 31st – April 2nd 2020**

Schedule in detail:

Tue. March 31: 1 x 4hour session (9.00 – 13.00)

Tue. March 31: 1 x 4hour session (evening – TBA; soloist only – no orchestra)

Wed. April 1: 2 x 3hour sessions (9.00 – 12.00 and 13.30 – 16.30)

Thu. April 2: 2 x 3 hour sessions (9.00 – 12.00 and 13.30 – 16.30)

Place: **Concert hall of Moravian Philharmonic Olomouc, Olomouc, CZ**

Co-starring (if any): **Josu De Solaun – piano solo**

hereinafter only as „Performance“.

(2) Organizer is obligated to record the Performance according to the terms from this Agreement (hereinafter only as „Recording“).

### **III.**

#### **License**

(1) The Artist hereby provides to the Organizer a license to publish the artistic performance, to associate it with other copyrighted works and artistic performances, to record it on audio or audio-visual recordings and their inclusion or link it with other audio or audio-visual recordings, a set of works or performances, for its modification and editing necessary for the use of performance under this Agreement and for its use in whole or in part in the following ways:

- a) all ways of use;
- b) all forms of use;
- c) by any technical means of use.

The license for the above uses is provided to the following extent:

- a) time range: unlimited;
- b) local scope: unlimited;
- c) volume of use: unlimited.

(2) The Artist represents that his related rights to the Work are free of any rights of third parties, in particular that he did not entrust any organization for collective management of related rights to exercise his rights. Artist declares that his Work does not violate any other copyrights especially authors, arrangers, editors or publishers.

(3) The Artist agrees to the use of derivative copyright to the Recording of the Work by the Organizer. The original copyright remains with the Artist.

(4) The Artist shall provide information about themselves together with photographs (royalty free) if requested, and that it will be the responsibility of the Organizer to prepare a promotion materials and other such materials to promote the Work (CD booklet etc.).

### **IV.**

#### **Fee and the payment**

(1) The performance, which is as an object of this Agreement, will be realised by the Artist according to the following conditions:

- a) artistic fee for the Performance and providing of the license: 10.500,-- USD (in words: Ten-thousands-and-five-hundred-United-States-dollars);
- b) providing of free samples of Recording: 5 pieces.

(2) In the fee are included this costs for Recording:

- a) providing of the hall and necessary back stage space with all equipments and services (stage technicians etc.);
- b) providing of the orchestra (in size up to 65 musicians);
- c) sound engineer;
- d) providing of the sheet notes which are located in the artistic's archive.

(3) In the fee are not included this costs for Recording:

- a) providing of the sheet notes which are not located in the artistic's archive;
- b) transport costs and accommodation of the Organizer and co-starring (if any);

- c) all other costs which are not described in this Agreement unless the Contract parties agree otherwise.

This costs connected with those items must be arranged and paid by the Organizer.

(4) The fee will be paid by the Organizer in four parts according to the invoices issued by the Artist as follows:

- a) first invoice (proforma) issued on 25 % of the fee and paid before February 20th 2020;
- b) second invoice (proforma) issued on 25 % of the fee and paid before March 20th 2020;
- c) third invoice issued on 25 % of the fee and paid on or before April 10th 2020;
- d) fourth invoice issued on 25 % of the fee and paid no later than five weeks after the Recording.

## **V.**

### **Payment and cancellation terms**

(1) In case of cancellation the Recording by the Organizer for any reason after the prepayments are these prepayments (named in article IV., paragraph 4 letter a) and b) this Agreement) by the Artist not refundable.

(2) In case of cancellation from the Artist for any reason is Artist obligate to provide to the Organizer verifiably payed fees conected with the Recording. (i. e. fly tickets, payed accommodation etc.).

(3) From this terms are exclude reasons named in article VI., paragraph 1 this Agreement.

## **VI.**

### **Other terms**

(1) This Agreement and the obligation of Artist and Organizer are subject to conditions beyond the reasonable control of Artist and Organizer such as illness, accidents or delays in transportation or otherwise, failure of instrument or equipment, fire, flood, strikes, riots, acts of God, etc. If the presentation of any activity of Artist is prevented for any of the above reasons, neither Artist or Organizer shall be under any obligation to present the performance at a different time, not to compensate the other for any services or expenses incurred in connection with such activity.

(2) This Agreement shall constitute the entire understanding between the parties, and it may not be modified, assigned or transferred without the written consent of both parties. Any dispute rising out of this Agreement shall be decided according to the laws of the Czech Republic applicable to contracts made and wholly to be performed therein.

(3) This Agreement is made in two copies and signed by each Contract party as recognition of their agreement to the above terms.

In Olomouc (Czech Republic),  
7th February 2020.

In Halifax (Canada),  
8th February 2020.

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Artist

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Organizer