

AGREEMENT made this _____ day of _____ 20____ between _____

MUSIC THEATRE INTERNATIONAL(EUROPE) LIMITED of 12 - 14 Mortimer Street, London W1T 3JJ (hereinafter called 'the Licensor') of the one part and

JANACEK ACADEMY OF PERFORMING ARTS (SEE RIDER)

WHERE IT IS AGREED AS FOLLOWS:

1. Subject to the due fulfilment by the Licensee of the terms and conditions hereof, the Licensor hereby grants to the Licensee a non-exclusive Licence to produce and give public performances of the work entitled:

WOMEN ON THE VERGE OF A NERVOUS BREAKDOWN

(hereinafter called 'the Work') only on the living stage and in the immediate presence of an audience (whether paying or otherwise) in the following manner:

NUMBER OF PERFORMANCES 15
DATE(S) OF PERFORMANCE(S) 11 JUNE 2020 - 30 JUNE 2021
PLACE OF PERFORMANCE(S) DIVADLI NA ORLI,
BRNO

2. **The Licensor hereby acknowledges receipt of the sum of £500.00 on account of the monies payable by the Licensee in accordance with the provisions of this Agreement.**

3. The Licensee undertakes to the Licensor:

- (a) to hire from the Licensor the Rental Material itemised in Clause 3(b) which Material is the only acting edition authorized by the author(s) or their representatives and to perform the Work in accordance therewith and to make no cuts, alterations or interpolations therein without the Licensor's prior written consent:

to pay to the Licensor performing royalties, rental fees and despatch and packing costs according to the following

- (b) schedule:

PERFORMING ROYALTIES:	15% of total ticket sale receipts, with a minimum of £100.00 per performance.	
RENTAL MATERIAL		
STANDARD REHEARSAL SET:	Basic three-month period	£305.00
(where only available on rental)	Extra time: 13 month(s) @ £45.00 per month	£585.00
STANDARD ORCHESTRAL SET:	Basic four-week period	£215.00
	Extra time: 55 week(s) @ £27.50 per week	£1,512.50
DESPATCH AND PACKING COSTS:	£80.00 (subject to later necessary adjustment)	

It is agreed that all the above-mentioned rental periods shall be deemed to terminate on the day after the last performance of the Work given under the terms of this Agreement;

- (c) to inform the Licensor within SEVEN days of receipt of the Rental Material of any problems found regarding the Material, including (but not limited to) markings, missing pages and discrepancies between the Hire Library Despatch Note and the Material received. The Licensor will not be held responsible for notifications made outside this period.
- (d) within FOURTEEN days after the last performance of the Work to send an itemised statement of Ticket Sale Receipts to the Licensor via the web page: www.mtishows.co.uk/tsrs. An £85 administration charge will be imposed on the Licensee if the statement is not received by the Licensor within the FOURTEEN days. The Licensor will issue an Invoice showing all royalties, rental fees, despatch and packing costs then due, after taking into account the payment referred to in Clause 2 of this Agreement: the Licensee undertakes to pay in full the said Invoice within FOURTEEN days of receipts thereof. The Licensor shall have the right to charge interest and compensation in accordance with UK late payment legislation on all invoices or such parts thereof as remain unpaid after the FOURTEEN days above stipulated;
- (e) to print on all advertisements, programmes, handbills and posters as well as in online advertising the full names of the composers, authors, adaptors and other interested parties in the manner laid out on the Credits Sheet of the Work as supplied by the Licensor with this Agreement. The Licensee shall also clearly state: 'This amateur production is presented by arrangement with MUSIC THEATRE INTERNATIONAL (Europe).

4. The Licensor shall furnish the Licensee with Rental Material of the Work for the period(s) specified in the schedule in Clause 3(b) of this Agreement. This Rental Material may be used only to accompany the performances herein licensed and rehearsals thereof and may not be lent, hired, sold or copied in whole or in part. The Rental Material is to be returned complete and free of markings to the Licensor, at the Licensee's expense and responsibility, within FOURTEEN days after the final performance of the Work. The Licensor shall have the right to charge the full replacement cost, stated on the Hire Library Despatch Note, of any and all items not returned within this period. The Licensee agrees that the Licensor shall have the right to charge the Licensee the replacement cost of any Rental Material lost, damaged or defaced between the time of its receipt by the Licensee and its return receipt by the Licensor. Any marked material will be charged at the full replacement cost stated on the Hire Library Despatch Note.
5. The Licensee agrees to send the Licensor, as soon as available, two copies of the printed programme, handbills and posters and to make available two best seats per performance free of charge, if requested by the Licensor, for its representatives to view the production of the Work during one of the regular performances.
6. It is understood and agreed by the Licensee:
 - (a) that it is an infringement of the current Copyright law to record (whether on audio or video), broadcast or televise the Work or part(s) thereof without the prior written permission of the Licensor. The Licensee accepts responsibility for preventing the unauthorized recording broadcast or televising of the Work or part(s) thereof by any person attending a rehearsal or performance thereof;
 - (b) that in the event of the cancellation of the production herein licensed, other than due to Acts of God, the Licensor shall have the right to charge the Licensee (by way of liquidated damages and not as a penalty):
 - (i) a cancellation fee of the minimum per-performance royalty stipulated in Clause 3(b) of this Agreement per performance cancelled;
 - (ii) the full amount of the Rental Material plus despatch and packing charges stipulated in Clause 3(b) of this Agreement and subject as later adjusted, provided that such Rental Material has already been despatched to the Licensee.
7. The Licensee agrees that no recording of the orchestral music for the Work will be made and that pre-recorded music from any source, other than from the Licensor, will not be used during any of the performances licensed herein.
8. Amendment(s) to this Agreement must be made in writing and signed by both parties hereto to be valid.
9. All rights and Licences not expressly herein granted are reserved to the Licensor.
10. The Licensor shall use reasonable endeavours to discover customer overpayments, however the responsibility for notifying the Licensor of overpayments rests with the customer and must be brought to the attention of the Licensor within 3 months of the invoice date. Following a period of 12 months from the Invoice date, the Licensor shall write-off any overpayment that has neither been claimed nor brought to their notice. Because of the high cost of processing small payments it is not cost effective to issue refunds for under £10. The Licensor will therefore not entertain requests for refunds under this de-minimis amount.

AS WITNESS THE HANDS OF THE PARTIES HERETO ON THE DAY AND YEAR FIRST ABOVE WRITTEN

I/We confirm that I/We have read and understood the terms and conditions herein set out and wish to be bound by them

SIGNED BY _____
Full Name and Address _____

For and on behalf of the Licensee, _____

Capacity in which signed _____

30/1/2020

SIGNED BY:
On behalf of
MUSIC THEATRE INTERNATIONAL
(EUROPE) LIMITED



**MUSIC THEATRE
INTERNATIONAL**

Europe

Ian Reeder
Amateur Licensing

16 January 2020

RE: JANACEK ACADEMY OF PERFORMING ARTS
Beethovenova 2, Brno
66215, Czech Republic
VAT n. CZ 62156462

Show: WOMEN ON THE VERGE OF A NERVOUS BREAKDOWN

This letter forms a rider to our Performance Agreement dated 16 January 2020 to the effect that the full licensee name and address is as follows:

JANACEK ACADEMY OF PERFORMING ARTS
Beethovenova 2, Brno
66215, Czech Republic
VAT n. CZ 62156462

All other terms and conditions in the above-mentioned Performance Agreement remain in force.

Yours faithfully,

Ian Reeder