



This work-for-hire Agreement by PARMA Recordings LLC (Producer: PARMA) is in connection with an audio and video recording project (Project) involving musical work(s) featuring **Janáček Philharmonic Orchestra (Performer)**. This agreement is concluded pursuant to Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act), as amended, and pursuant to Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), between the following parties:

PARMA Recordings
223 Lafayette Road, North Hampton NH 03862, USA
Jeff LeRoy
(hereinafter as the "Producer")

and

Janáček Philharmonic Ostrava
(Janáčková Filharmonie Ostrava, příspěvková organizace)
with its registered office at: 28. října 124, 702 00 Ostrava
Company Identification Number: 00373222
Tax Identification Number: CZ00373222
Represented by Mgr. Jan Žemla, Director
The organization is registered in the Trade Register kept by the Statutory City of Ostrava – Trade Registry Office, under reference number K01055.
(hereinafter as the "Performer")

Payment information (CZK)

Account holder (name):
Account number:
Bank name:

(The Client and the Performer are also referred to below as the "Contracting Parties";
this Artistic Performance Contract is referred to below as the "Contract")

Musical Work: "Wild Symphony: Dragon"

Instrumentation: Orchestra (2 2 2 2 – 2 2 2 1 – 2perc – pno – 10 8 6 6 4 = 52 players)

Recording Schedule: July 2nd, 2020 from 14:00 - 18:00 local time (CET)

Term:

The term for this work-for-hire Agreement will be effective July 2nd, 2020, with an estimated completion date of July 3rd, 2020. This agreement will self-renew each year on January 1st, until all services are rendered.

Producer PARMA Responsibilities

It is hereby acknowledged that the payment to Performer for the services for the Project is the total sum of CZK 300,000 (three-hundred-thousand Czech Koruna) net, to the Performer, in accordance with an invoice issued by the Performer after the performance. This sum shall cover all costs related to the performance(s) for the Production. Payment will be made to Performer within 14 (fourteen) days following the recording session(s).

Producer PARMA agrees to provide the sound engineer, producer, videographer(s), and all technical equipment for the Project. Producer PARMA is responsible for securing the sheet music and copyright matters.

Performer Responsibilities

Performer agrees that they will arrive at the recording session(s) and on time, fully prepared and ready to perform. Performer is responsible for securing the venue, facilities, conductor Petr Popelka, and all musical instruments.

1. Ownership:

All of the results and proceeds of the Performer of any and every kind heretofore and to be rendered by Performer in connection with the Performer, including but not limited to music derived from reference materials of the Musical Work supplied to Performer by Producer PARMA, musical score and individual instrument musical parts in formats including by not limited to music notation software files, audio files, and PDF files, revisions of said scores and parts in said formats, promotional materials, audio recordings, videos, pictures, commercial music albums in formats such as audio CD, streaming audio, permanent digital download, audio formats not yet invented, products, publishing, licensing, and derivative works produced for said Project by Producer PARMA is and shall be deemed a work "made-for-hire." The Performer does hereby irrevocably and unconditionally waive any and all rights that the Performer may have in the Engraving, Deliverables, results, proceeds, performances and/or the Musical Work embodied herein and furthermore agrees not to make any claim against PARMA to exploit the Engraving and or Musical Work. The services rendered by the Performer shall be deemed not to be a contribution to the writing of any music embodied in the underlying musical compositions contained in the Musical Work and or Engraving, and the Performer hereby waives any and all rights with respect to the copyright of any underlying musical compositions embodied in the Musical Work. Performer acknowledges that he shall not be entitled to ownership of the results and proceeds of any and all of Performer's services including without limitation all rights under copyright worldwide.

2. Assignment:

This work-for-hire agreement, including all rights and ownerships it grants, may be assigned by PARMA and/or any future successors or assignees, without limitation, and without written notice to the Performer.

3. Non-Compete:

It is PARMA's policy that subcontractors who are hired by PARMA to perform a composer's music on a recording project, including the project mentioned hereunto, not accept any other recording work from that composer for a period of two (2) years from the commercial release date of the recording. If a PARMA composer or performer contacts Performer regarding any project during this two-year period, Performer agrees to forward all communications to a designated PARMA representative who will field the inquiry on behalf of the Performer.

4. Name and Likeness:

The Performer hereby grants to PARMA the right to issue and authorize publicity concerning the Performer and his name, likeness, and biographical data in connection with any potential Deliverables, potential outreach, distribution, exhibition, advertising, and exploitation associated with the Product produced during the Project.

5. Indemnification:

Performer agrees to indemnify, save, and hold PARMA harmless from all damages, liabilities, costs, losses, and expenses arising out of or connected with any claim, demand, or action by a third party which is inconsistent with any of the warranties, representations, or covenants made by the Performer in this acknowledgment.

6. Warranties and Representations:

The Performer hereby agrees that he shall not have or be deemed to have any lien, charge, or other encumbrance upon any of said rights conveyed herein or proceeds derived therefrom, and that no act of or omission by him, nor any other act of omission or event of any kind, shall terminate or otherwise adversely affect the ownership of the rights conveyed herein.

7. Rights:

If Performer is or remains a citizen within the European Union, by signing this agreement they agree to "opt-in" to PARMA's Privacy Policy (available at http://parmarecordings.com/gdpr/PrivacyPolicy_FINAL.pdf), which conforms to all General Data Protection Regulation (GDPR) policies and requirements.

8. Force Majeure:

If because of act of God; inevitable accident; fire; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local, or foreign); failure of technical facilities; failure or delay of transportation facilities; shortage of raw materials; or other cause of a similar or different nature not reasonably within PARMA's control; PARMA is materially hampered in facilitating the Performance, then, without limiting PARMA's rights, PARMA shall have the option of giving Performer notice to suspend the term of this agreement for the duration of any such contingency, or indefinitely.

9. Confidentiality:

The Project, this Agreement, the participation of the Ensemble, and any information related to and/or derived including but not limited to the composer's identity and Works to be Recorded are heretofore and hereafter identified as confidential information. Ensemble agrees to not issue publicly any portion of confidential information until the identical confidential information is issued publicly by Producer PARMA.

