# ARTISTIC PERFORMANCE CONTRACT

*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:*

**Name: jpc-Schallplatten-Versandhandelsgesellschaft mbH**Address: Lübecker Straße 9, 49124 Georgsmarienhütte
Represented by: Gerhard Georg Ortmann
VAT No.: DE117578924
Kontakt: xxxxxxxxxxxx, xxxxxxxxxx, xxxxxxxxxxxxx*(hereinafter referred to as the “****Promoter****”)*

*and*

**Janáček Philharmonic Ostrava**(Janáčkova filharmonie Ostrava, State-funded institution)

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
Contact: xxxxxxxxxxx, xxxxxxxxxxx, xxxxxxxxxxx
*(hereinafter referred to as the “****Performer****”)*

**Payment identification**
Account holder (name on the account): xxxxxxxxxxxxxxxxx
Account number: xxxxxxxxxxxxxx
IBAN: xxxxxxxxxxxxxxxxxx
BIC/SWIFT: xxxxxxxxxxxxxxx
Name of the bank: xxxxxxxxxxxxxxx

*(the Promoter and the Performer shall be hereinafter collectively referred to as the “****Contracting******Parties****”)
this Artistic Performance Contract shall be hereinafter referred to as the “****Contract****”)*

**General Provisions**

1. The Promoter pledges himself to engage the Performer in the following Production:

a. Date and time: 15 September 2020, 9:00–13:00 recording
 16 September 2020, 9:00–13:00 recording
 b. Venue: Recording studio, Dum kultury mesta Ostravy, 28 rijna 124
 c. Program: Myaskovsky: Cello Concerto
 d. Participants: orchestra of Janáček Philharmonic Ostrava (provided by the Performer),
 Lukasz Borowicz as conductor (provided by the Promoter)
 Raphael Wallfisch as soloist (provided by the Promoter)

1. The Performer pledges himself to perform within the Production as specified above, to be fully prepared for the performance and to perform on an adequate artistic level.
2. The Performer shall secure the venue and back-stage facilities as well as musical instruments for the orchestra.
3. The Performer shall secure the sheet music, that is contributed to by the Promoter within the fee as follows.

## Logistics

1. The Performer shall assist the Promoter in arranging the local transport. The Performer shall arrange the accommodation of the conductor and the soloist, that is contributed to by the Promoter within the fee as follows.

## Licensing

1. The Production shall be recorded by the Performer, who shall also arrange the post-production.
2. By this Contract, the Performer assigns the exclusive licence of the performing artist(s), namely of the respective orchestra players, for the audio recording of the Production, to the Promoter. The license is granted without local or time limitations, for its unlimited use of a commercial and other character (such as its release on a CD, spreading it over the internet, use in an audiovisual presentation material etc.).
3. The Promoter can, but doesn’t have to make use of the licence; he shall be able to provide the licence (or a partial licence, as the case may be) to third parties.
4. The Promoter shall be obliged to provide the Performer with a digital copy of the recording immediately after it is completed.

## Financial conditions

1. The Promoter undertakes to pay the remuneration of 7,150 EUR (in words: seven thousand one hundred fifty Euros) gross, under this Contract. The remuneration shall cover all costs related to the performance within the Production.
2. All transaction fees related to the payment of remuneration shall be paid by the Promoter.

## IV. Contractual penalties

1. Should the Performer fail to fulfil his obligations arising from this Contract due to reasons unrelated to any fault caused by the Client, sudden medical issues on the part of a significant number of members of the ensemble, or reasons other than those outside of their control (traffic issues causing delays in the transportation of instruments, political regulations, war, natural disaster or a similar force majeure event), where the failure to fulfil said obligations will render the Performance impossible, the Performer shall be obliged to offer the nearest possible date for the recording, or negotiate a compensation with the Client.
2. Should the Client fail to fulfil his obligations arising from this Contract due to reasons unrelated to any fault caused by the Performer, or reasons other than those outside of their control (political regulation, war, natural disaster or a similar force majeure event), where the failure to fulfil said obligations will render the Performance impossible, the Client shall be obliged to pay to the Performer the agreed-upon remuneration in full, as stipulated above. The Client shall not be liable for any incidental expenses.

## V. A change of conditions

1. Changes in the conditions, status, authorisations, etc. of any of the Contracting Parties, shall not result in the termination of the rights and obligations arising from this Contract. Essential changes to the Contract shall be subject to a mutual and properly documented agreement between the parties.

## VI. Final provisions

1. Both Contracting Parties hereby declare that they are fully entitled to fulfil the obligations arising from this Contract and that they shall not enter into any commitment that could jeopardize the fulfilment of the obligations.
2. This Contract shall be governed by the legislation of the Czech Republic. The relevant jurisdiction of Czech courts based on the registered seat of the Performer shall be competent for settlement of any disputes which cannot be resolved by a mutual agreement.
3. This Contract is executed in two counterparts; each of the Contracting Parties shall receive one.
4. By signing this Contract, the Contracting Parties confirm to have read and approved the provisions of this Contract and to have acknowledged this Contract as their true act and deed, and the fact that it was not concluded under onerous conditions or in distress. This Contract shall become effective on the day it is signed by the latest Contracting Party. Should this Contract be a subject to Act No. 340/2015 Coll., on the Register of Contracts, it shall become effective on the date of publication in the Register of contracts.

|  |  |
| --- | --- |
| In \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_ | In \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| For the Promoter | For the Performer |
|  |  |