

I I I janáček
I I I I philharmonic
I I I ostrava

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: **PARMA Recordings**
Address: **223 Lafayette Road, North Hampton NH 03862, USA**
Contact: **Levi Brown, *inc.***
(hereinafter as the "Client")

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): Janáčková Filharmonie Ostrava
Account number: 3139761/0100
Bank name: Komerční banka, a.s.

*(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")*

Janáček Philharmonic Ostrava t. +420 597 489 499
State-funded institution e. office@jfo.cz
28 října 124 w. www.jfo.cz
702 00 Ostrava

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General Provisions

1. The Client undertakes to hire the Performer for the following Production:

a. Schedule:	May 24	9:30–13:30	Wittgraf: A Marriage of Seasons
	May 25	9–12 13–16	Greve: Oerbos Brown: Expansions
	May 26	9–12	Vollrath: Bellingrath Gardens
	May 27	9:30–12:30 13:30–16:30	Bueno: Two Moods: Dusk & Carnaval Wallin Huff: Christmas Wayfarer
	May 28	9–13	Worthington: Dreaming Through Fog

b. Performers: Janáček Philharmonic Ostrava orchestra (provided by the Performer)

i. Instrumentation:

Wittgraf: A Marriage of Seasons / 9 minutes / 72 players

3.3.3.3; 4.3.3.1; timp+3; Piano; strings(12.10.8.8.6)

Greve: Oerbos / 7 minutes / 32 players

4[1.2.3.pic] 2 4[1.2.3.blc] 1 – 4 6[1.2.3.cnt.cnt.pol] 3 4[1.2.euph.euph] – hp – timp+2
perc

Brown: Expansions / 7 minutes / 65 players

2.2.2.2; 4.2.2.1; timp+3 perc; strings (12.10.8.8.6)

Vollrath: Bellingrath Gardens / 7 minutes / 65 players

2.2.2.2; 4.3.3.1; timp+1 perc; strings (12.10.8.8.6)

Bueno: Two Moods: Dusk & Carnaval / 8 minutes / 66 players

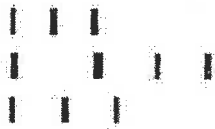
2.2.2.2 - 4.2.2.1 - timp + perc - strings (12.10.8.8.6)

Wallin Huff: Christmas Wayfarer / 8 minutes / 58 players

2.2.2.2; 4.3.3.1; timp+4; strings (10.8.6.6.4)

Worthington: Dreaming Through Fog / 11 minutes / 40 players

1.1.1.1; 2.0.0.0; timp+2 perc; piano; strings (8.6.6.6.4)



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- ii. Stanislav Vavřínek as the conductor (provided by the Performer)
 - iii. The sound engineer(s) and all technical equipment is provided by the Client
 - iv. The producer is provided by the Client
2. The Performer undertakes to take part in the aforementioned Production and to be fully prepared at the desirable level of artistic quality.
 3. The Performer is responsible for securing the venue, facilities and musical instruments.
 4. The Client is responsible for securing the sheet music and copyright matters.

I. Logistics

1. The Client shall arrange their own transportation and accommodation, unless Client and Performer agree otherwise. If requested, the Performer shall arrange transport within Ostrava, and provide accommodation at the Hotel Imperial Ostrava.

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II. License

1. The Production shall be recorded. By means of this Contract, the Performer assigns an exclusive license of the performing artist(s), namely of the respective orchestra players, for the audio recording of the Production, to the Client. The license does not need to be actually used; it may be granted to third parties by the Client. The license is granted for the whole world without a time limitation.
2. The Client is obliged to provide the Performer with a digital copy of the recordings produced for the Production within 60 days following the commercial release of said recordings.
3. Reportage and promotion recordings with the total length not exceeding 180s may be made by the Client, by the Performer, or by third parties, after proper announcement in advance.
4. The Performer hereby grants to Client the right to issue and authorize publicity concerning the Performer and their name, likeness and biographical data in connection with the Production, potential outreach, distribution, exhibition, advertising, and exploitation associated with the product produced during the Production.

III. Payment

1. The Client agrees to pay the total sum of CZK 492,622 (in words: in words: four-hundred-ninety-two-thousand-six-hundred-twenty-two 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:

Orchestra licensing = CZK

Conductor's fee = CZK

Extras (piano) = CZK

Accommodations = CZK

2. Payment will be made by Client within 14 (fourteen) days following the recording sessions(s).
3. The Performer affirms that he is not liable to account for VAT related to the Performance.
4. The Client shall involve all possible power to avoid paying extra tax.

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5. All transaction fees related to the payment shall be borne by the Client.

IV. Contractual penalties

1. Should the Performer fail to fulfill their obligations arising from this Contract due to reasons unrelated to any fault caused by the Client, such as 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 fulfill 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 fulfill their 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 fulfill 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. Conditions

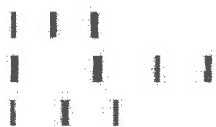
1. Changes in the conditions, status, authorizations, etc. of any of the Contracting Parties, shall not result in the termination of the rights and obligations arising from this Contract. Essential changes to the Contract shall be subject to a mutual and properly documented agreement between both Contracting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

VI. Final Provisions

1. Both Contracting Parties hereby declare that they are fully entitled to fulfill the obligations arising from this Contract and that they shall not enter into any commitment that could jeopardize the completion 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

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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.

AGREED AND ACCEPTED:

For the Client

For the Performer

On May 19, 2021

On _____

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