# 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: Drapkin Technology Corp.**
Address: 7965 Megan Hammock Way, Sarasota, Florida 34240 USA
ID/VAT no.: **13-4041574**
Contact: **xxxxxxxxxxxxxx**
*(hereinafter as the “****Client****”)*

*and*

**Janáček Philharmonic Ostrava**(Janáčkova 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 organisation 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 (EUR):**
Account number: 35-1751340297/0100
IBAN: CZ24 0100 0000 3517 5134 0297
BIC: KOMBCZPPXXX
Bank: Komercni banka Ostrava

*(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”)*

##

## General Provisions

1. The Client undertakes to hire the Performer for the following Production:
	1. Schedule: 8 Dec 2021 9:00–13:00 recording

 9 Dec 2021 9:00–13:00 recording

10 Dec 2021 9:00–13:00 recording

 13:00–13:30 feedback from the orchestra to the arranger in English

* 1. Program: Rimsky-Korsakov: Capriccio Espagnol

Strauss: Salome's Dance

Berlioz: Symphonie Fantastique

instrumentation: 1/pic 1/eh 2(1/ebcl,2) 1 – 2 1 2 1 – tmp+1 – hp – cel – 4 4 3 3 2

* 1. Performer: Janáček Philharmonic Ostrava orchestra (provided by the Performer)
	 Mark Laycock as the conductor (provided by the Client)

Sound engineer and the technical equipment is provided by the Performer.

 Producer is provided by the Performer.

1. The Performer undertakes to take part in the aforementioned Production and to be fully prepared at the desirable level of artistic quality.
2. The Performer is responsible for securing the venue, facilities, and musical instruments, including all percussion instruments as indicated in the Client’s scores.
3. The Client is responsible for securing the sheet music and copyright matters, as well as post-production.

**I. Logistics**

1. The Client shall arrange his own transport and accommodations unless a different arrangement is made. If requested, the Performer shall arrange transport within Ostrava, and provide its discount price at the hotel. Performer will provide a driver to pick up Client and conductor at the airport in Prague for ground transport to Ostrava and back to Prague after the Production.

##

## 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 without further fee or royalty. The license does not need to be actually used; it may be granted to third parties by the Client. The license is limited neither geographically nor by time.
2. Performer will engineer the recordings according to the direction of the Client, including but not limited to microphone placement and recording channels. Engineer will provide the Client with a written map showing musical instrument and microphone placement for use by Client’s post-production. The recording will not be mixed or filtered in any way. The Performer is obliged to provide the Client with electronic copies of the recording immediately after completion in two forms: on a flash drive and on cloud storage such as Google, OneDrive, or Dropbox with full Client access.
3. Reportage and promotional 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. The Client and the Performer agree with photo documentation of the Production, and they agree that such photos are used for the promotion of the event.
4. The Performer agrees that the Client will video the recordings on 1 stationary camera; the tapes may be used solely for archival and scholar purposes, not to be published.

##  III. Remuneration

1. The Client undertakes to pay the remuneration of EUR 7,250 (in words: Seven thousand two hundred fifty Euros) net, to the Performer, according to an invoice issued by the Performer after the performance. The remuneration shall cover all costs related to the performance within the Production as well as all obligations agreed to by Performer in this agreement.
2. The Performer affirms that he is not liable to account for VAT related to the Performance.
3. The Client shall involve all possible power to avoid paying extra tax.
4. All transaction fees related to the Remuneration shall be borne by the Client.

## 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 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. 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 \_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_\_\_\_ | In \_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Client | Performer |
|  |  |