



This work-for-hire agreement (Agreement) by PARMA Recordings LLC (PARMA) is in connection with a recording project involving the production of musical composition(s) featuring The Czech Chamber Philharmonic Orchestra Pardubice (Performer).

**Recording Dates:** November 22nd, 2022, 9:00 - 16:30

**Recording Venue:** Dům hudby, Pardubice, CZ

**Performer:** The Czech Chamber Philharmonic Orchestra Pardubice

**Conductor:** Stanislav Vavřínek

**Representation:** Pavel Svoboda (for The Czech Chamber Philharmonic Orchestra Pardubice)

**Producer:** Jan Košulič

**Works to be Recorded:** "Concertino Corona" by Christopher Hoh

**Term:**

The term for this work-for-hire Agreement will be effective November 21st, 2022 with an estimated completion date of November 23rd, 2022. This agreement will self-renew each year on January 1<sup>st</sup> until all services are rendered.

**PARMA Responsibilities**

It is hereby acknowledged that the payment to Performer for the services for the Project is the total sum of CZK . . . . . Payment will be made to Performer within 45 days of receipt of invoice, and all recording services rendered. Payments made by PARMA are subject to net third-party processor fees.

Please email all invoices to [invoices@parmarecordings.com](mailto:invoices@parmarecordings.com)

**Performer Responsibilities**

Performer agrees that they will arrive at the recording session(s) on time, fully prepared, rehearsed, and ready to perform. If Performer requires clarification for any of the Works to be recorded, the Performer will contact a designated PARMA representative in writing a minimum of fifteen business days prior to the recording. Performer agrees and understands that failure to perform accurate to the musical score(s)/part(s) provided, to the extent in which additional session time or re-recording is required, may result in a reduction in the amount paid to Performer, to be determined by PARMA and Performer.

**1. Ownership of the Master Archive Recording:**

All of the results and proceeds of the services of every kind heretofore rendered by Performer in connection with the Product (including, but not limited to promotional materials, recording, video, pictures, and more) produced for this Project by PARMA is and shall be deemed a work "made-for-hire." The Performer and subcontracted musicians will hereby irrevocably and unconditionally waive any and all rights that the Performer may have in the Product and the performances and/or the musical compositions embodied therein and furthermore agrees not to make any claim against PARMA to exploit the Product. 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 on any of the Product, and the Performer hereby waives any and all rights with respect to the copyright of any underlying musical compositions embodied on the Product.

**2. 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.

**3. Name and Likeness:**

Performer hereby grants to PARMA the right to issue and authorize publicity concerning the Producer and their name, likeness, and biographical data in connection with any potential outreach, distribution, exhibition, advertising, and exploitation associated with the Product produced during the Project, including photograph and video content captured during the Project.

**4. 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.

**5. Warranties and Representations:**

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 therewith 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.

**6. Rights:**

If Performer is 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](http://parmarecordings.com/gdpr/PrivacyPolicy_FINAL.pdf)), which conforms to all General Data Protection Regulation (GDPR) policies and requirements.

**7. 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 Producer notice to suspend the term of this agreement for the duration of any such contingency, or indefinitely.

**7. Publication:**

The contracting parties have agreed that Performer shall, immediately after the conclusion of this contract, send the contract for proper publication in the register of contracts kept by the Ministry of the Interior of the Czech Republic. Performer shall immediately inform the other party about the publication of the contract, if the contact details of this contracting party have not been entered directly in the register of contracts as a contact for notification of publication.

The Contracting Parties take note that if the contract is not published on the ninetieth day after its conclusion, it shall be terminated from the beginning on the following day with the effects of any unjust enrichment.

The contracting parties declare that no part of the contract fulfills the characteristics of a trade secret (§ 504 of Act No. 89/2012 Coll., Civil Code).

In the event that the concluded contract states the birth number, e-mail address, telephone number, account number of the natural person, residence/registered office of the natural person, the parties have agreed that the contract will be published without this information. Furthermore, the parties agreed that the contract will be published without signatures and without price.

**AGREED AND ACCEPTED:**

**Pavel Svoboda**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

**Janet Giovannello, Chief Financial Officer, PARMA Recordings LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date