



KünstlerSekretariat am Gasteig
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CONTRACT

between the following parties:

Name: KünstlerSekretariat am Gasteig
Address: Montgelasstraße 2, 81679 München, Germany
VAT No. DE129994266
Represented by: Elisabeth Ehlers, director
Contact: elisabeth.ehlers@ks-gasteig.de
(hereinafter referred to as the "Agency")

and

Czech Radio

Established by Act No. 484/1991 Coll., on Czech Radio
Not registered in the commercial Register
with its registered office at: Vinohradská 12, 120 99 Prague 2
Id. No. 45245053, Tax Identification Number: CZ45245053
Represented by Mgr. Mgr. Kateřina Konopásková, Director of the Section of artistic bodies, competitions and shows
(hereinafter referred to as the "Performer")

Payment identification (EUR)

Account holder (name on the account): Czech Radio

Name of the bank:

(the Agency and the Performer shall be hereinafter collectively referred to as the "Contracting Parties")

General Provisions

1. The Agency pledges himself to engage the Performer in the following Production:
 - a. Date and time: 25 June 2023 at 3 pm
 - b. Venue: Basilika Ottobeuren, Ottobeuren
 - c. Promoter: Ottobeurer Konzerte - Marktgemeinde Ottobeuren
 - d. Program: Brahms: Ein deutsches Requiem op. 45
 - e. Participants: Prague Radio Symphony Orchestra (Performer)
Petr Popelka, conductor (separate contract)
Christina Landshamer, soprano (separate contract)
Konstantin Krimmel, baritone (separate contract)
Philharmonischer Chor München, choir (separate contract)
2. 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.
3. The Agency shall secure adequate conditions, such as:
 - a. the venue;
 - b. a stage or a similar concert space with minimum dimensions of 14x10m with two elevated steps (according to the stage plan), including chairs and music stands
 - c. dressing rooms and a separate dressing room for the conductor and the soloists
 - d. not later than one hour prior to the performance, water shall be served in the dressing room in quantity adequate to the number of performers;
 - e. appropriate and competent staff performing all the above-mentioned activities and maintaining the premises, mainly: a competent stage manager, a minimum of two stage-hands to help with unloading and loading the musical instruments (after the performance) and their distribution to the stage and back;
 - f. If possible 2 parking slots for buses near the facilities of the Production, 1 parking slot for the truck near the loading deck;

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4. The sheet music shall be arranged (and paid for) by the Performer. The author rights are to be covered by the Promoter.

I. Logistics

1. The Performer arranges his transport to the venue (and back) by himself and pays for it.
2. The Agency provides the Performer with accommodation in Parkhotel Maximilian Ottobeuren, as follows:

57 single rooms
7 twin rooms
check-in: 24 June 2023 at 15:00 or later
check-out: 25 June 2023 at 11:00 or earlier.

II. Licensing

1. The Production may not be recorded. If a recording is to be made, a separate agreement shall be made, providing a licence.
2. Reportage and promotion recordings with the total length not exceeding 180s may be made by the Promoter, by the Performer, or by third parties, after proper announcement in advance. The Performer agrees with photo documentation of the Production and allows that such photos are used for the promotion of the event.
3. The Promoter is entitled to use only the photos of the Performer which have been sent for this purpose as per the Promoter's request. The Promoter is entitled to make photo documentation of the Production solely with the Performer's prior consent, in which case they undertake to provide the photos to the Performer, once they have been taken, for a variety of purposes. The Promoter agrees to the photo documentation of the Production by the Performer during the event and with the use of these photos for the purpose of the promotion of the event.

III. Financial conditions

1. The Agency will pay the performer a remuneration of EUR 25,000 (in words: twenty five thousand Euros) gross by bank transfer. The fee is subject to the applicable tax regulations. If the necessary exemption certificates are provided, the tax deduction according to UStG 20 a (VAT) and EStG 50 a/SolZG (income tax) will be waived.
2. If requested, the Performer shall provide the Agency with any documents needed, such as A1 forms, tax domicile etc.
3. Each contracting party shall bear the transaction fees incurring in their country.

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 Agency, 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, Covid-19 pandemic or a similar force majeure event), where the failure to fulfil said obligations will render the Performance impossible, the Performer shall be obliged to pay to the Agency a contractual penalty amounting to the actual damage; thereby losing the right to the Remuneration pursuant to Article III of the Contract.
2. Should the Agency fail to fulfil 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, Covid-19 pandemic or a similar force majeure event), where the failure to fulfil said obligations will render the Performance impossible, the Agency shall be obliged to pay to the Performer a compensation up to 100% of the agreed-upon remuneration.
3. In case of circumstances beyond the control of the Performer, Promoter or Agency (political regulation, war, natural disaster, Covid-19 pandemic or a similar force majeure event) this contract shall be considered null and void.

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 Germany (Munich). The relevant jurisdiction of Germany courts based on the registered seat of the Agency 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.

In Munich on 22.6.23

E. Ehlers

Agency (Elisabeth Ehlers, director)

In Prague on 20.6.23

K. Konopásková

Performer (Kateřina Konopásková)

Český rozhlas

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