# 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:*

 **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.

Mailing address: Varenská Office Center, Varenská 2723/51, 702 00 Ostrava
*(hereinafter as the “****Promoter****”)*

*and*

**Name: Falstaf Kft**
Represented by: Gábor Peter Káli

Address: 6200, Kiskörös, Hatar utca 4, Hungary
Vat number: HU322 57 108

Tax residency: Hungary

Contact: xxxxxxxxxxxxxxxxxxxxx
*(hereinafter as the “****Performer****”)*

**Payment information**

Account Holder's Name: Falstaff Kft

Address of Account Holder: 6200, Kiskörös, Hatar utca 4, Hungary

Bank Name: OTP Bank

Bank Address: 6200, Kiskörös, Petöfi ter 13, Hungary

IBAN: HU38 1173 2057 2369 0107 0000 0000

BIC: OTPVHUHB

*(The Promoter 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 Promoter undertakes to engage the Performer for the following Production:
	1. Date and time: 4th January 2024, 18:00
	2. Venue: Vesmír: Kino Vesmír (address: Zahradní 1741/17, Ostrava)

Trisia, (address: náměstí Svobody 526, Třinec 739 61)

* 1. Programme: Bedřich Smetana: Šárka (from the cycle My Country) / 9'

Josef Suk: Fantasy for violin and orchestra / 24'

Antonín Dvořák: Slavonic Dances, op. 46 / 35'

* 1. Performer: Janáček Philharmonic Ostrava orchestra (provided by the Promoter)
	 Gabor Káli as conductor (the Performer)
	 Jan Mráček as soloist (provided by the Promoter)
	2. Schedule: Tuesday 2nd 1. 2024 TBA arrival to Ostrava Tuesday 2nd 1. 2024 15-18:00 orchestra rehearsal (Vesmír)

 Wednesday 3rd 1. 2024 9:00-12:00 orchestra rehearsal (Vesmír)

13:00-16:00 orchestra rehearsal w/soloist (Vesmír)

 Thursday 4th 1. 2024 TBA car transfer to Třinec

14:00-17:00 dress rehearsal (Trisia concert hall)

18:00 concert (Trisia concert hall)

 Friday 5th 1. 2024 TBA departure from Ostrava

*A detailed rehearsing schedule shall be provided by the conductor as least one month before the Production.*

1. The Performer undertakes to take part in the aforementioned Production and to be fully prepared at the adequate level of artistic quality.
2. The Promoter shall be responsible for securing the venue (including promotion in the case of a public event) and backstage facilities, sheet music and copyrights.

**I. Logistics**

1. The Performer arranges his transport to Ostrava (and back) by himself. The arrival and departure details shall be announced not later than one month prior to the Production.
2. The Promoter provides the Performer with accommodation and local transfers within Ostrava (trainstation/airport pick-up, shuttle to rehearsals and concerts always 30 minutes prior to the beginning of the event).

## II. Licence

1. The Production may be recorded by the Promoter for archiving purposes. Should such recording be used for other purposes, a separate agreement shall be written about it, 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 gives his consent with photo documentation of the Production by means of this contract, and she/he agrees that such photos may be used for promotion purposes.
3. The Performer pledges himself to provide the Promoter with high-resolution photos for promotion use.

##  III. Remuneration

1. The Promoter undertakes to pay the remuneration of EUR 3250 (in words: three-thousand-two-hundred-and-fifty-Euros) gross, plus a travel contribution of EUR 250 (in words: two-hundred-and-fifty-Euros) gross, in total EUR 3500 (in words: three-thousand-five-hundred-Euros) gross, on the basis of an invoice issued after the Production. The remuneration shall cover all costs related to the performance within the Production.
2. If the Performer is not a resident of Czech Republic, or does not have tax residency in the Czech Republic, the Promoter is obliged to subject the remuneration to taxation according to the currently valid regulations (mainly Act No. 586/1992 Coll., on Income Tax). Based on a written request, the Promoter provides the Performer with a tax payment confirmation.
3. All transaction fees related to the payment of Remuneration shall be borne 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 Promoter, sudden severe medical issues of the Performer, or reasons other than those outside of their control (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 pay a contractual penalty corresponding to 100% of the Remuneration pursuant to Article III (minus the transportation allowance), to the Promoter; thereby losing the right to the Remuneration pursuant to Article III of the Contract.
2. Should the Promoter fail to fulfil his obligations arising from this Contract due to reasons unrelated to any fault caused by the Performer, 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 regulation, war, natural disaster or a similar force majeure event), where the failure to fulfil said obligations will render the Performance impossible, the Promoter shall be obliged to pay the whole Remuneration pursuant to Article III (without any travel allowance) anyway, to the Performer. The Promoter shall not be liable for any incidental expenses.

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## 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.

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| Promoter | Performer |
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