

Národní divadlo Brno  
příspěvková organizace  
Dvořákova 11  
657 70 Brno

---

**PERFORMANCE CONTRACT 40766 \_ 1204132**

The following Contract is concluded

between

**G. RICORDI & CO., Bühnen- und Musikverlag Gesellschaft mbH**  
**A Universal Music Publishing Group Company**

**Registered office: Stralauer Allee 1 – 10245 Berlin, Germany**

**Represented by: THOMAS VIDOVIC**

VAT-Number: DE129352445

Bank account number 5972377

Bank identification number 70040041 at Commerzbank AG in Munich

IBAN: DE45700400410597237700

BIC: COBADEFFXXX

(hereinafter referred to as the Publisher)

and

**Národní divadlo Brno, příspěvková organizace**

**registered office: Dvořákova 11, 657 70 Brno**

**represented by: MgA. Martin Glaser, director of the NDB**

IČO: 00094820

DIČ: CZ00094820

Commercial Register of the Regional Court in Brno, section Pr, entry 30

Account no.: UniCredit Bank 2110126631/2700

(hereinafter referred to as the Stage Company),

§ 1 Performance Right

1. The Publisher grants the Stage Company the non-exclusive right for the performance of the work: **FALSTAFF**  
music: **Giuseppe Verdi**

**G. RICORDI & CO. BÜHNEN- UND MUSIKVERLAG GMBH**

A UNIVERSAL MUSIC PUBLISHING GROUP COMPANY – STRALAUER ALLEE 1 – 10245 BERLIN, GERMANY

TEL: +49(0)3052007-1322 – FAX: +49(0)3052007-1333 – WWW.UMPGCLASSICAL.COM

GESCHÄFTSFÜHRER: FRANK BRIEGMANN, THOMAS VIDOVIC – AMTSGERICHT CHARLOTTENBURG HRB 153334 B

[Digitare qui]

in the version: **Critical Edition Zedda/Broussard**

at the venue: **Národní Divadlo Brno – Janáčkovovo divadlo, Brno**

number of performances: **4 performances 9.1.2024, 17.2.2024, 14.4.2024, 8.5.2024**

2. The right granted in § 1 Subsection 1 refers exclusively to the stage performance of the work.
3. Exchange guest performances require a separate agreement with the Publisher.
4. The transfer of the stage performance right of the work does not affect the right of the author or the Publisher to exploit the work as a film or in radio, television, or similar technical facilities (e.g. cable pilot programs) – also during the period of the Contract.
5. In accordance with § 37 Subsection 3 of the Copyright Law, it is agreed that the recording of the performances of the work by the Stage Company on any kind of audio or visual carriers or the broadcasting of the performances is only allowed with the expressed permission of the Publisher.
6. The granting of the performance right is only valid for the agreed-to performance locations of the Stage Company and for the guest performance locations that are named. The Stage Company may not transfer the performance right to third parties.
7. The granting of the stage performance right does not affect the right of the Publisher to dispose of any kind of use or exploitation of the work.
8. Without the prior expressed written permission of the Publisher, the Stage Company is not authorized to make the work accessible to the public through monitors, loudspeakers, or similar technical equipment. This also applies to the recording, copying, and broadcasting of the work, regardless of the technical process. But it is permitted to make the performance of the work accessible for internal company purposes, including the ability of visitors who come too late to view the performance within the theater, provided that they possess a valid ticket and the Publisher has given its permission in exchange for a payment.
9. Free performances are only permitted with the prior written approval of the Publisher.

#### § 2 Performance Obligation

The Stage Company is obligated to perform the work mentioned in § 1 at the theater named in § 1.

#### § 3 Performance Date

See § 1 Performance Right.

#### § 4 Copyright Payment

Omitted.

#### § 5 Performance Material

1. For the performances, the Stage Company may only use performance material purchased from the Publisher.

#### G. RICORDI & CO. BÜHNEN- UND MUSIKVERLAG GMBH

A UNIVERSAL MUSIC PUBLISHING GROUP COMPANY – STRALAUER ALLEE 1 – 10245 BERLIN, GERMANY

TEL: +49(0)3052007-1322 – FAX: +49(0)3052007-1333 – WWW.UMPGCLASSICAL.COM

GESCHÄFTSFÜHRER: FRANK BRIEGMANN, THOMAS VIDOVIC – AMTSGERICHT CHARLOTTENBURG HRB 153334 B

**RICORDI**  
Milan • Berlin • London • New York

  
DURAND SALABERT ESCHIG  
Editions Musicales



[Digitare qui]

2. If the Stage Company desires the delivery of study material (piano selections and choir voices) and additional score sheet music beyond the normal amount, the Publisher has the right to charge an additional material fee for this.
3. The performance material is delivered on a rental basis, and the postage and packing expenses are borne by the Stage Company. The Stage Company is to sign the material list enclosed in the delivery and return it to the Publisher. Complaints can only be made within eight days of the receipt of the material delivery.
4. The performance material that is rented out may only be used by the Stage Company for performances in accordance with § 1 of the Contract.
5. It is not permitted to use the material for the technical recording, transmission, and broadcast of the performance of the work indicated in § 1 through radio, television, audio carriers, or visual carriers, as well as similar technical means – regardless of whether they already exist or have yet to be invented – without the prior written approval of the Publisher.
6. The entire material is to be returned to the Publisher in a useable condition at the cost and at the risk of the Stage Company, and this is to be done 30 days after the last performance of the indicated work but at the latest without delay after the end of the Contract. Any pieces that are lost or seriously damaged or have been subjected to wear and tear beyond the usual degree are to be replaced with a payment.
7. If the deadline for the return is not met, an additional fee shall be charged that is at least 25% of the contractually agreed to material rental fee.

#### § 6 Payment for the Material

For the use of the recording based on the performance material supplied by the publisher, the Stage Company shall pay the Publisher: **an hire fee of 500,- Euro per performance, net, i.g. 525,- EUR gross, if the Publisher provides the Stage Company with the current tax domicile in Germany at the latest at the same time as the invoice .**

1. All payments are to be made in the European currency EURO free-of-charge to account number 5972377, bank identification number 70040041 for G. RICORDI & CO., Bühnen- und Musikverlag Gesellschaft mbH, at Commerzbank AG Munich.
2. The Stage Company is responsible for paying VAT on top the fees under this Contract within the reverse-charge system. The venue will provide a valid VAT-ID (daňové identifikační číslo / DIČ), according to the reverse charge procedure between Germany and the Czech Republic. The Stage Company provides a proof of payment once that the tax has been paid.
3. The Publisher undertakes to provide the Stage Company with a valid Certificate of tax domicile in Germany before the Publisher issues an invoice for the Stage Company. The Publisher acknowledges that if the Publisher does not provide Stage Company with confirmation of its current tax domicile prior to issuing such invoice, Stage Company will be entitled to deduct withholding tax in accordance with the applicable tax regulations of the Czech Republic from the remuneration paid under this contract.

#### § 7 Billing and Payment of the Copyright Payment

Omitted.

#### § 8 Period of the Contract

#### G. RICORDI & CO. BÜHNEN- UND MUSIKVERLAG GMBH

A UNIVERSAL MUSIC PUBLISHING GROUP COMPANY – STRALAUER ALLEE 1 – 10245 BERLIN, GERMANY  
TEL: +49(0)3052007-1322 – FAX: +49(0)3052007-1333 – WWW.UMPGCLASSICAL.COM  
GESCHÄFTSFÜHRER: FRANK BRIEGMANN, THOMAS VIDOVIC – AMTSGERICHT CHARLOTTENBURG HRB 153334 B

**RICORDI**  
Milan • Berlin • London • New York

  
DURAND SALABERT ESCHIG  
Editions Musicales



The Contract is concluded for the period until **30.06.2024**.

#### § 9 Conclusion of the Contract

The offer made by the Publisher by the sending of the unsigned draft of the Contract is subject to confirmation. The conclusion of the Contract does not occur until

- a) the Contract is signed in the presence of both parties,
- b) or signed copies of the Contract are sent to and received by both the Stage Company and the Publisher.
- c) This contract has been drawn up in 2 copies, and each contracting party will receive one copies.
- d) This contract enters into force and effect on the date of signing by both contracting parties.
- (e) Both Parties acknowledge that the Contract shall only become effective upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll. (the Act on the Register of Contracts) and agree to the publication of this Contract in the Register of Contracts in its entirety.

#### § 10 Contract Penalty, Immediate Termination and Compensation for Damages

1. If one party to the Contract grossly violates its obligations under this Contract, the other party has the right to demand a Contract penalty of 0 € plus value-added tax, without thus giving up the claim to fulfillment or to further compensation for damages.
2. In this event, the party who has not violated the Contract also has the right to terminate the Contract immediately for a substantial reason. It is especially considered a substantial reason if there is a violation of the obligations in §§ 3 and 7 by the Stage Company or the obligation in § 5 by the Publisher.
3. If a guest performance agreed to between the parties is cancelled because the location where the performance is to be held does not accept it, the Publisher shall have a claim against the Stage Company for the copyright and material payments that are lost, but it has no claim to compensation for other damages or the payment of a conventional penalty.

#### § 11 Security (Deposit)

Omitted.

#### § 12 Special Obligations of the Stage Company

The Stage Company is obligated:

- a) to suitably prepare the performance, to advertise for it, and to suitably exploit the work in the schedule of performances;
- b) to refrain from alterations of the work and its title without prior approval of the Publisher unless the Publisher cannot withhold its permission for this in good faith. In cases of doubt, the Stage Company is to inform the Publisher of changes;
- c) to allow the Publisher, its representatives, and the author to attend rehearsals;
- d) to inform the Publisher of the date of the first performance (premiere) as soon as it is scheduled in writing but at least eight days before the first performance, and to send it program booklets free of charge without the requirement of a request for them;
- e) to provide the Publisher and the author each with two good seats to each performance free of charge if requested;
- f) to mention the names of all translators, editors, and musicology editors in the program booklet or cast sheet, to the extent that they are named in § 1 Subsection 1 of this Contract;
- g) to indicate the full title of the work on theater sheets, posters, announcements, and other advertisements to the extent that other details – for example the performers – are completely or partially included. The name of the Publisher **G. RICORDI & CO., Bühnen- und Musikverlag GmbH, Berlin** is to be mentioned in the program booklet or theater sheet.

#### G. RICORDI & CO. BÜHNEN- UND MUSIKVERLAG GMBH

A UNIVERSAL MUSIC PUBLISHING GROUP COMPANY – STRALAUER ALLEE 1 – 10245 BERLIN, GERMANY  
TEL: +49(0)3052007-1322 – FAX: +49(0)3052007-1333 – WWW.UMPGCLASSICAL.COM  
GESCHÄFTSFÜHRER: FRANK BRIEGMANN, THOMAS VIDOVIC – AMTSGERICHT CHARLOTTENBURG HRB 153334 B

[Digitare qui]

§ 13 Place of Fulfillment and Jurisdiction

The place of fulfillment and jurisdiction for both parties is the Berlin, the location of the Publisher's headquarters.

§ 14 Alterations and Supplements

1. Alterations and supplements to this Contract require the written form to be valid.

§ 15 Special Agreements

The work should be announced as follows:

**Giuseppe Verdi, FALSTAFF. Critical Edition by Zedda/Broussard.**

**Performance Material © Casa Ricordi, Milano.**

**Represented by G. RICORDI & CO., Bühnen- und Musikverlag GmbH, Berlin.**

Brno, dated .....

Berlin, dated .....

\_\_\_\_\_

\_\_\_\_\_

Narodni Divadlo Brno

G. Ricordi & Co., Bühnen- und Musikverlag GmbH, Berlin

\_\_\_\_\_

\_\_\_\_\_

Narodni Divadlo Brno

G. Ricordi & Co., Bühnen- und Musikverlag GmbH, Berlin

**G. RICORDI & CO. BÜHNEN- UND MUSIKVERLAG GMBH**

A UNIVERSAL MUSIC PUBLISHING GROUP COMPANY – STRALAUER ALLEE 1 – 10245 BERLIN, GERMANY

TEL: +49(0)3052007-1322 – FAX: +49(0)3052007-1333 – WWW.UMPGCLASSICAL.COM

GESCHÄFTSFÜHRER: FRANK BRIEGMANN, THOMAS VIDOVIC – AMTSGERICHT CHARLOTTENBURG HRB 153334 B

**RICORDI**  
Milan • Berlin • London • New York

  
DURAND SALABERT ESCHIG  
Editions Musicales

