CONTRACT FOR MUSICAL PERFORMANCE

the following Contracting Parties shall together on the date, month and year referred to below:

1. **Národní dům Frýdek-Místek**, příspěvková organizace

Palackého 134, 738 01 Frýdek-Místek, Czech Republic ID number: 70632405, VAT number: CZ70632405

organization registered in the public register kept at the KS in Ostrava, section Pr., insert 80 represented by: Gabriela Kocichová, director of the organization,

phone:+420 777 728 096, email: gabriela.kocichova@kulturafm.cz

bank connection: ČSOB, account number: 244982290/0300

Sound engineer: TBC

(hereinafter referred to as the "**Promoter")** and

1. **Agata Szakiel INDYGO**

Address: Marsz. Józefa Piłsudskiego 74/307, 50-020 Wrocław

ID number: 9131551633, VAT number: PL9131551633

Represented by: Agata Szakiel

Contact person of PIOTR WOJTASIK QUINTET feat. ANNA MARIA JOPEK: Agata Szakiel,

mob.: +48 697 917 339, email: as@annamariajopek.pl

(hereinafter referred to as the "**Artist**")

The personal data specified in this contract are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data. Information on the processing of personal data and the rights of the data subject is published on the website [www.kulturafm.cz.](http://www.kulturafm.cz/)

(collectively, the "**Parties**") agree the following

**contract for musical performance**

(hereinafter referred to as the "**Contract**")

# I.

**Object of the contract**

1. Under the conditions specified in this contract, the Artist will ensure the following musical production:

PIOTR WOJTASIK QUINTET feat. ANNA MARIA JOPEKperformance as part of the **Jazz festival**

**Date: Friday, 26 July 2024**

**Place: Muzeum Beskyd - Zámek Frýdek-Místek, Zámecké nám. 1264, 738 01 Frýdek-Místek**

**Time of artist´s arrival: well in advance of the sound check**

**Soundchecktime: 17.00**

**Venue: 20.50, length of performance: 60´**

# II.

**Payment**

Promoter guarantees to pay contract price of EUR 4.500 net (performance fee+transport).

The promoter pays VAT in the amount of 21% according to the applicable laws of the Czech Republic.

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**he agreed total price: EUR 4.500 net (in words: four\_thousandfivehundered\_Euro).**

# III.

**Form and date of payment of the contractual price**

The Promoter will pay to Artist the contractual price in total amount specified in Article II. as follows:

By bank transfer, on the basis of an invoice issued by the Artist. The invoice is due no later than 14 days after event.

# IV.

**Promoter´s obligations**

1. Payment of the contractual price for the performance, according to Article II. of this contract.
2. Payment of the royalities according to the report to autor collecting society.
3. Preparation of place, stage, electric power.
4. Compliance with The Technical and hospitality rider´s conditions. The documents are an integral part of the contract.
5. Provide sound for musical performance.
6. Provide the entrance and parking of the vehicle.
7. Promotion of the venue in place including the nearby surroundings by inclusion in the standard advertising portfolio, sufficient pasting of all provided posters on its advertising surfaces, annotation and trailer in the monthly cultural overview, in the offer leaflet, on the summary poster, presentation on its website and Facebook and Instagram pages upon prior approval of the material by the Artist before exploitation the material in any way.
8. Provide organizing services.

# V.

**Artist´s Obligations**

1. Performance of the PIOTR WOJTASIK QUINTET and ANNA MARIA JOPEKat the agreed time.
2. Perform an artistic event at an appropriate level and according to the repertoire, which is an integral part of the contract.
3. The Artist is obliged to observe all instructions and measures of the Promoter necessary for its implementation, as well as to comply with fire protection and health and safety conditions in accordance with applicable regulations.
4. Send posters, photos and annotation to Promoter to do advertising campaign in time.

# VI.

**Agreed Contract´s terms**

1. In the event that the artistic event does not take place due to the fault of the Artist, the latter is obliged to compensate the Promoter for damages in the amount of the incurred costs.
2. If the artistic event does not take place due to the Promoter's fault, the latter shall compensate the Artist for damages in the amount of proven costs.
3. If the artistic event is made impossible as a result of an unforeseeable or unavoidable event beyond the control of the Contracting Parties /see force majeure/, both Contracting Parties have the option of withdrawing from this Agreement without the right to financial compensation.
4. The promoterbwill be authorized to:

* taking photos during the first two songs during the concert,
* taking a few shot shots with the phone for social media coverage (15 seconds long),
* taking a few short shots (30 seconds) for use in the festival´s summary video (the entire summary video of the 2-days festival is expected to be several minutes long).

1. Subject to prior authorization all materials before any public release of such materials.

# VII.

**Final Provisions**

1. Legal relationships not specifically regulated by this Agreement are governed by applicable Czech and Polish laws and regulations.
2. This Agreement is drawn up in two copies, of which one copy will be received by the Artist and one copy will be received by the Promoter. In this case, the deposit paid (payment 1) is non-refundable.
3. This Agreement becomes valid upon signature of both contracting parties, its amendments and additions must be signed in writing by both contracting parties.

in Frýdek-Místek on

Promoter Artist

Represented by Gabriela Kocichová, the director Represented by Agata Szakiel INDYGO