# 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: Pieplans FSO Yeol Eum Son**

Represented artist: Yeol Eum Son

Address: 112-1502 Moran 1-gil 86, Wonju-si, Gangwon-do, 26406, South Korea

Date of birth: xxxxxxxxxx

Tax residency: South Korea
Represented by: IMG Artists UK Ltd

Contact: xxxxxxxxxx, xxxxxxxxxxxxx

*(hereinafter as the “****Performer****”)*

**Payment information**Account holder (name): IMG Artists (UK) Ltd

Sort Code: 40-12-76

Account number: 84540111

IBAN: GB09 HBUK 40127684 5401 11

BIC/SWIFT: HBUKGB4B

Bank name: HSBC UK Plc

*(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: concert R2
	1. Date and time: 2nd December, 2024, 7 pm
	2. Venue: Ostrava, Vesmír hall, Zahradní street 1741/17, 702 00 Ostrava
	3. Programme: G. Bizet: Variations chromatiques de concert

 C. Czerny: Variations on a Theme by Rode, Op.33

 F. Liszt: Transcendental Études, S.139 IX. Ricordanza (Andantino)

 Ch. V. Alkan: Variations on a Theme of Steibelt, Op.1

 INTERVAL

 L. v. Beethoven: Piano Sonata No.29 in B-flat, ‘Hammerklavier’, Op.106

* 1. Schedule: Sun 1st Dec 2024 TBC arrival to Ostrava

 Mon 2nd Dec 2024 TBC dress rehearsal

 19:00 concert

 Tue 3rd Dec 2024 TBC departure

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, Steinway D (concert grand) and copyrights.
3. **Logistics**
4. The Performer arranges his transport to Ostrava (and back) by himself, which is contributed to by the Promoter as specified below. The arrival and departure details shall be announced not later than one month prior to the Production.
5. The Promoter provides the Performer with accommodation and local transfers within Ostrava (train station/airport pick-up).

1. **Licence**
2. 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.
3. Reportage and promotion recordings with a total length not exceeding 180s may be made by the Promoter, by the Performer, or by third parties, after the 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.
4. The Performer pledges himself to provide the Promoter with high-resolution photos for promotion use.
5. **Remuneration**
6. The Promoter undertakes to pay the remuneration of EUR 4500 (in words: four-thousand-five-hundred-Euros) gross, plus a travel contribution of 300 EUR (in words: three-hundred-Euros) gross, in total EUR 4800 EUR (in words: four-thousand-eight-hundred-Euros) gross, based on an invoice issued and sent after the Production. The remuneration shall cover all costs related to the performance within the Production.
7. If the Performer is not a resident of the 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.
8. All transaction fees related to the payment of Remuneration shall be borne by the Promoter.

1. **Contractual penalties**
2. 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.
3. Performer shall not have any liability for any failure to perform due to illness, injury, or death of Performer (or of immediate family member of Performer) provided that Performer provides to Promoter, upon its request and within a reasonable timeframe, medical evidence of such illness, injury, or death.
4. 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.
5. Neither Contracting party shall have any liability to the other for any failure or delay to perform their respective obligations under Contract due to any “Force Majeure”. For the purposes of Contract, “Force Majeure” means any cause beyond the reasonable control of the parties which may prevent or delay any party from performing its obligations under Contract, comprising any fire, earthquake, flood, storm, epidemic, pandemic, explosion, casualty, national or regional strike, lock out or other industrial dispute, riot, civil unrest or disturbance, act of public enemy, embargo, disruption of airline or other travel service, act of God, act or threat of terrorism, war or armed conflict, invasion, occupation or intervention by military forces, deliberate third-party damage, or compliance with any law. Without prejudice to the foregoing, any said cause shall include any of the following that results from a governmental order, rule, declaration, regulation, decision, or direction:
	1. mandatory closure of any venue for the whole period of rehearsals and/or Performance(s) under Contract;
	2. compliance with any government advice against travel (including the return or onward or future travel routing of Performer);
	3. compliance with any mandatory quarantine (including the return or onward or future travel routing of Performer);
	4. any other impediments to travel or immigration requirements (including the return or onward or future travel routing of Performer).

Promoter’s financial difficulties, poor ticket sales, loss of or failure to procure any licenses or permissions, or scheduling problems shall not be deemed a Force Majeure event.

1. **A change of conditions**
2. 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.
3. **Final provisions**
4. 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.
5. 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.
6. This Contract is executed in two counterparts; each of the Contracting Parties shall receive one.
7. 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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