# 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:*

**Name: Kids’ Philharmonic & Co. LTD**
Address: 10 Raeburn Park, #B1-01 Singapore 088702
Registration No. / Unique Entity Number: 201435566H
Represented by Mr. Lee Hoon Piek, President xxxxxxxxxxxxxxx
*(hereinafter referred to as the “****Promoter****”)*

*and*

**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.
*(hereinafter referred to as the “****Performer****”)*

**Payment identification (EUR)**
Account holder (name on the account): Janáčkova filharmonie Ostrava
Account number: 35-1751340297/0100
IBAN: CZ24 0100 0000 3517 5134 0297
BIC/SWIFT: KOMBCZPPXXX
Name of the bank: Komerční banka, a.s.

*(the Promoter and the Performer shall be hereinafter collectively referred to as the “****Contracting******Parties****”)
this Artistic Performance Contract shall be hereinafter referred to as the “****Contract****”)*

**I. General Provisions**

1. The Promoter pledges himself to engage the Performer at a concert on 15 June 2025 at 19:00 and pay a fee to the Performer. The Performer pledges himself to perform at the concert and to provide the venue and to promote the public event (advertise, sell tickets etc.).
2. The Promoter will bring a number of string players as specified below (Kids’ Philharmonic), that the Performer will incorporate into the orchestra. All costs related with the transport, accommodation and other necessary expenses (such as but not limited to VISA costs, per diem allowance, insurance) of all the guest artists in Ostrava are to be covered by the Promoter.
3. The program of the Concert is as follows:

*Tchaikovsky: Swan lake suite 25'*

*Sarasate: Navarra 8'*

*Paganini: Violin Concerto 1st movt 16'*

*intermission*

*Beethoven: Triple concerto 40'*

1. The schedule is as follows:

*13 June 2025 arrival of Kids’ Philharmonic to Ostrava, 18:00–20:00 evening rehearsal*

*14 June 2025 10:00–13:00 & 14:00–17:00 rehearsals*

*15 June 2025 10:00–13:00 dress rehearsal, 19:00 concert*

*16 June 2025 departure of Kids’ Philharmonic from Ostrava*

**II. Artists**

1. The Performer will provide 36 musicians in total. All principal players will be the full-time musicians of the Janáček Philharmonic Ostrava, the other wind & brass players will be selected from the Janáček Conservatoory and from the Faculty of Arts of the University of Ostrava, as follows:

*1 concertmaster (professional)*

*1 principal second violin (professional)*

*1 principal viola (professional) + 3 students in the section*

*1 cello concertmaster (professional)*

*1 principal double bass (professional) + 2 students in the section*

*3 flutes (1 professional, 2 students)*

*2 oboes (1 professional, 1 student)*

*2 clarinets (1 professional, 1 student)*

*2 bassoons (1 professional, 1 student)*

*4 horns (1 professional, 3 students)*

*4 trumpets (1 professional, 3 students)*

*3 trombones (1 professional, 2 students)*

*1 tuba (professional)*

*4 percussions (1 professional, 3 students)*

*1 harp (professional)*

1. The Promoter will provide the following artists:

*the conductor Mr. Koh Kai Jie*

*2–3 solo violinists (TBC)*

*1 cello soloist (TBC)*

*1 piano soloist (TBC)*

and the following members of the Kids’ Philharmonic:

*11 first violins*

*9 second violins*

*4 violas*

*5 cellos*

*2 double basses*

**III. Venue & Event Promotion**

1. The Performer will provide the interim venue “Vesmír” for the rehearsals and public performance of the concert (capacity ca. 450 seats), including the audience facilities (bathroom, cloakroom). The stage will include the chairs and sheet music stands for all artists, and a piano (tuned to A=443 Hz). The backstage will consist of 1 small room for conductor (max. 1 person), 1 soloists’ room (for max. 4 person) and a large underground dressing room (max. 18 person).
2. The Promoter affirms that he understands the limits of the venue and its backstage and will not require any additional facilities.
3. The Performer pledges himself to advertise the concert and to sell the tickets. The Performer is responsible to cover all expenses related to the advertising as well as receiving all incomes coming from the ticket sales. The Promoter will not participate on such expenses and will not receive any such incomes.
4. The Promoter will provide all necessary materials for promotion and advertising of the concerts.
5. The Promoter understands that the Performer cannot guarantee any number of sold tickets.

**II. Artistic fee**

1. For the performance, the Promoter shall pay a fee of EUR 10,500 net (ten thousand five hundred Euros net) to the Performer.
2. The fee shall be paid as a wire transfer to the Performer’s account as stipulated in the headding of this contract, in the following three installments:

*25 % of the fee upon the signature of the contract (not later than on 31 October 2024)*

*50 % before the end of February 2025*

*25 % within 2 weeks after the performance*

1. All transaction fees related to the payment shall be borne by the Promoter.

## V. Force Majeure

1. In the event that the performance of any of the covenants of this contract on the part of the Promoter or the Performer shall be prevented by act of God, inevitable accidents, fire, lockout, strike or other labor difficulties, including without limitation, labor disputes, acts or regulations of labor unions or controversies with any union, riot, civil commotion or civil tumult, act of public enemy, war, blackout, air raid alarm or air raid, enactment, rule, order, regulation or act of governmental instrumentality (whether federal, provincial, or local), failure of technical facilities, interruption or delay of transportation service, epidemic, illness or incapacity of the Performer or any important artist, or any other cause of similar or different nature, beyond the Promoter’s or Performer’s control, the Promoter and the Performer shall respectively be relieved of their obligations hereunder with respect to the performance of the covenants so prevented for the period during which such performance shall be so prevented.

## VI. Final provisions

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.
2. 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.
3. 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.
4. This Contract is executed in two counterparts; each of the Contracting Parties shall receive one.
5. This agreement sets out the entire agreement between the parties in relation to its subject matter and may only be amended in writing signed by both parties.
6. 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.
7. IN WITNESS WHEREOF the parties have signed this CONTRACT on the date set out below.

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| Promoter | Performer |
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