

**Agreement on the Provision of Part of the Premises and Services of the
North Bohemian Theater for the Organization of International Conducting
Workshop and Festival**

1. AEPMS – Growing your dream
Arts Educations and Performance Management Services
having its registered office in 3513 Cabriolet Ct, Plano, TX 75023
phone: (915) 525-4033, www.aepms.org
EIN (DIC) 86-1833580
represented by [REDACTED] Managing Director
e-mail address: [REDACTED]
(hereinafter referred to as “Agency”)

and

2. Severočeské divadlo s.r.o.
having its registered office in Lidické náměstí 1710/10, Ústí nad Labem, Postcode
400 01
www.operabalet.cz
represented by [REDACTED] Managing Director
[REDACTED]

registered in the Companies Register maintained by the Regional Court in Ústí nad
Labem in section C, entry No. 31502
Identification No (IČO): 22774289, Tax Registration No (DIČ) CS 22774289

foreign currency bank account number: [REDACTED]
IBAN: [REDACTED]
Swift: [REDACTED]

contact person: Albrecht Müller, International Department,
e-mail address: [REDACTED]
phone: [REDACTED]
(hereinafter referred to as “Theater”)

(hereinafter collectively referred to as “Parties”, individually as “Party”)

as follows:

**Article I.
Subject Matter**

1. The subject matter of the Agreement is to regulate the rights and obligations of the
Parties in connection with the organization of International Conducting Workshop and
Festival by the Agency (hereinafter referred to as “courses”) under the direction of [REDACTED]
[REDACTED] to be held by the Agency in a part of the premises of the North
Bohemian Theater (Severočeské divadlo) in Ústí nad Labem, which will be provided by
the Theater to the Agency for use within the scope and under the terms of this

Agreement, and to regulate the rights and obligations in connection with the provision of orchestra services and technical equipment of the Theater during the courses.

Article II. Course Specifications

1 Place and date of Courses:

Severočeské divadlo (North Bohemian Theater), Lidické náměstí 1710/10, 400 01 Ústí nad Labem.
The courses will be held by the Agency in the period from 25 March 2025 to 29 March 2025.

1 Concert program, orchestra make-up, schedule with daily course overview:

1. concert (27 March 2025)

R. Schumann – Concerto for violoncello and orchestra a minor, op. 129 (1. movement)

J. Sibelius – Concerto for violin and orchestra d minor, op. 47 (1. movement)

TBA

L. van Beethoven – Symphony no. 7 A Major, op. 92

2. concert (29 March 2025)

W. A. Mozart – Don Giovanni, overture

G. Donizetti – O mio Fernando, aria from the opera La Favorita

C. Saint-Saëns – Mon coeur s ouvre a ta voix, aria from the opera Samson and Dalila

P. I. Čajkovskij – Da chas nastal, aria from the opera Maid of Orleans

A. Beach – Jephthah's Daughter

F. Mendelssohn-Bartholdy: Concerto for violin and orchestra e minor, op. 64

3). Orchestra members:

The strings: 6/4/3/3/2, wind instruments and percussion according to the score

4). Program and daily schedule of the courses:

25 March 2025

18:00 - 21:00 – rehearsal for concert 1

(a break of 30 minutes during each rehearsal)

26 March 2025

18:00 - 21:00 – rehearsal for concert 1

(a break of 30 minutes during each rehearsal)

27 March 2025

10:00 - 12:00 - dress rehearsal for concert 1 (like concert, no rehearsing)

28 March 2025

9:00 – 12:00 rehearsal for concert 2

(a break of 30 minutes during each rehearsal)

18:00 – 21:00 rehearsal for concert 2

(a break of 30 minutes during each rehearsal)

29 March 2025

10:00 – 12:00 – dress rehearsal for concert 2 (like concert, no rehearsing)

Article III.

Rights and Obligations of the Parties

1. The Agency hereby undertakes to do the following:

- a ensures the organization, management, content, and implementation of the courses at its own expense and responsibility,
 - b is obliged to determine the maximum number of participants in the course at about 10 conductors in the 1. and 2. concert and [REDACTED]
 - c is obliged to determine the amount of the course fee for each participant in such a way that the timely fulfillment of the Agency's obligation to pay the fee to the Theater pursuant to Article IV (2) of this Agreement is not jeopardized,
 - d takes care of all communication with the course participants and to act as course organizer vis-à-vis the course participants,
 - e ensures that the course participants stay only in the premises provided by the Theater to the Agency to the extent and at the times specified in this Agreement, according to the timetable and daily schedule of rehearsals and concerts, at a maximum of 90 minutes before the beginning and 60 minutes after the end of the rehearsal, which also applies to concerts,
 - f provides accommodation for course participants at its own expense if necessary,
 - g be insured against liability for damage caused to a third party under an insurance policy with a limit of indemnity of at least EUR 2,000.00 for the entire term of this Agreement, including insurance of personal belongings of course participants and insurance covering accident, sickness, including Covid (SARS),
 - h develops a plan of the courses, by individual participants, respecting the internal regulations of the Theater and the Labor Code of the Czech Republic, as well as other artistic operations of the Theater and to submit such a plan to the Theater no later than 09 August 2024
 - i ensures that [REDACTED] or his authorized representative is present in the courses,
 - j arranges for video recording of the courses, if necessary, at its own cost,
 - k provides the Theater with all the necessary information for the production of publicity materials for the concert performances held as part of the courses well in advance, but no later than 01 March 2025,
 - l acts in such a way as to avoid damage to the Theater's property and the reputation and good standing of the Theater.
2. By signing this Agreement, the Agency expressly declares that it has read Guideline No. 01/2016 Overview of Risks on the Theater Premises and at the Company's Sites (to be handed over to the cooperating entity) and undertakes to follow its wording and comply with the obligations set out therein. The Agency acknowledges that the Guideline is also available for examination at the Theater's reception desk. The Agency further undertakes to acquaint all its employees or any third parties working together with the Agency on the preparation and execution of the courses with the text of Guideline No. 01/2016 and to ensure its observance. The Theater is entitled to update Guideline No. 01/2016 if necessary. The Agency is obliged to comply with the updated version of Guideline No. 01/2016 at the earliest on the day following the day on which the updated version of Guideline No. 01/2016 has been communicated by the Theater.

3. The Theater hereby undertakes to do the following:

- a allows the Agency use the stage of the Theater for the duration of the courses and concerts at the times specified in Article II of this Agreement,
- b provides the Agency, always 90 minutes before the rehearsal and 60 minutes after the rehearsal (which also applies to concerts) according to Article II of this Agreement, with two (2) soloists' dressing rooms for the use of the course participants, one (1) women's dressing room and one (1) men's dressing room, and upon request the Theater will provide a choir rehearsal room within the specified time limits,

- c provides the necessary instruments and desks for the musicians of the Theater, a conductor's podium for the participants of the courses and orchestral sheet music according to the make-up of the orchestra (conductors have their own scores)
- d ensures the presence of musicians and technical staff of the Theater at the place of rehearsals and concerts according to Article II of this Agreement, so that the members of the Theater orchestra are always properly prepared and arrive well in advance, all in accordance with the Theater's working regulations,
- e ensures the artistic, social, technical, safety and hygiene aspects of the final concerts on 27 and 29 March 2025, as well as to ensure their publicity in a suitable and appropriate form (posters, programs, periodicals, Theater website).
- f ensures the sale of tickets for the final concerts,
- g always provides flowers for the conductors and the soloist after the concert.

4. The Parties agree that in the event that any final concert under this Agreement is cancelled for any reason on the part of the Agency and the Agency gives demonstrably the Theater notice of such cancellation no later than 24 hours prior to the commencement of the concert in question, the Agency shall not be obliged to pay the Theater any damages associated with such cancellation. However, in the event that the Agency fails to give the Theater demonstrably notice of the cancellation of the concert in question within the time limit set out in the preceding sentence, the Agency undertakes to compensate the Theater for any loss incurred as a result of such breach.
5. The Parties agree that if the Theater is unable to fulfill its obligation to perform any of the concerts under this Agreement due to a force majeure event, which for the purposes of this Agreement includes sudden illness of the orchestra players, technical failure, fire, etc., the Theater shall not be obliged to compensate the Agency for any damages incurred by the Agency as a result of the failure to perform the concert.


Article IV. Consideration

- 1 For the avoidance of doubt, the Parties acknowledge that the revenue from the course fees belongs exclusively to the Agency, as the organizer of the courses.
- 2 The Agency is obliged to pay the Theater a total fee in the amount of EUR 12,000.00 (inclusive of VAT) (in words: twelve thousand euro) for the Theater's activities according to Article III (3) of this Agreement, by wire transfer to the Theater's bank account specified in the header of this Agreement as follows:
 - a) The Agency undertakes to pay the amount of EUR 6,000.00 according to the Agreement by wire transfer to the Theater's cashless account by 03 March 2025 at the latest.
 - b) the Agency undertakes to pay the amount of EUR 6,000.00 according to the Agreement by wire transfer to the Theater's cashless account by 21 March 2025.
 The fee under this paragraph is subject to taxation in the Czech Republic.
- 3 The Parties agree that the revenue from the admission fees of the final concerts according to Article II of this Agreement shall belong in full to the Theater. The price of the tickets shall be determined by the Theater.
- 4 The Parties agree that each Party shall bear its own costs associated with the performance of its obligations under the Agreement.

Article V. Term

- 1 This Agreement is concluded for a definite term, until 29 March 2025.
- 2 The Parties agree that in the event that the amount referred to in Article IV (2)(a) of this Agreement is not credited to the Theater's account within the time limit referred to in Article IV (2)(a) of this Agreement, the Agreement shall automatically terminate.
- 3 The Parties agree that in the event that the amount referred to in Article IV (2)(b) of this Agreement is not credited to the Theater's account within the time limit referred to in Article IV (2)(b) of this Agreement, the Agency shall be obliged to pay the Theater a contractual penalty in the amount of EUR 6,000.00 (in words: six thousand euros) and the Theater shall be entitled to withdraw from the Agreement. In this case, the Theater shall have the right to set off the part of the fee paid pursuant to Article IV (2)(a) of this Agreement against the aforementioned contractual penalty. The Parties declare that the amount of the contractual penalty is proportional to the nature of the obligation secured by the contractual penalty, as the Theater is not entitled to provide the Theater's premises to another entity during the period of holding the courses on the basis of this Agreement. The Parties expressly agree that the Theater is entitled to withdraw from this Agreement by notice sent by e-mail to: info@conductingworkshop.org

VI. Other Arrangements

- 1 The Agency and the Theater undertake to provide each other with the necessary assistance and cooperation for the proper conduct and organization of the courses and concerts.
- 2 The Theater undertakes to carry out the artistic performance (participation in rehearsals and concerts) to the highest quality and in the entire agreed scope.
- 3 This Agreement is not a partnership agreement within the meaning of Section 2716 et seq. of the Civil Code, and the Theater shall not be liable or responsible for any obligations of the Agency, and the Agency shall not be liable or responsible for any obligations of the Theater.
- 4 If the Agency makes video recording of courses, it undertakes to comply with the relevant provisions of the Civil Code, Act No. 121/2000 Sb. (Collection of Laws), the Copyright Act, and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "Regulation").
- 5 Both Parties agree to maintain the confidentiality of the contents of this Agreement and of all facts and information concerning the other Party, its business, operations, technical or other activities, or such activities of any third parties obtained under and/or in connection with this Agreement. Nor may the Parties use such facts and information for their own use or benefit or for the use and benefit of any third party. The obligations under this paragraph of the Agreement shall survive the termination of this Agreement.
- 6 The Agency shall be liable to the Theater for any damage caused during the implementation of the courses under this Agreement by acting in violation of the Agreement and/or Guideline No. 01/2016 Overview of Risks on the Theater Premises and at the Company's Sites (to be handed over to the cooperating entity) and/or generally binding laws and regulations.
- 7 Responsible representatives of the Parties for the implementation of the subject matter of this Agreement:
- a On behalf of the Agency: 

b On behalf of the Theater:

e-mail address

[REDACTED], Managing Director

phone:

[REDACTED]
e-mail address

The Parties are obliged to notify each other without delay of any changes in the responsible representatives.

Article VII. Final Provisions

- 1 Matters not covered by this Agreement shall be governed by Czech law, in particular Act No. 89/2012 Sb. (Collection of Laws), the Civil Code, as amended
- 2 The Parties hereto exclude the application of commercial practices to their mutual legal relations.
- 3 The Parties agree that in interpreting the provisions of this Agreement, they shall not take into account the practice established between them or the negotiations that preceded the conclusion of this Agreement. The Parties shall be bound in their rights and obligations only by the contents of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements between them relating to the same subject matter.
- 4 Should any provision of this Agreement become invalid, ineffective or illegal in any respect under applicable law, the validity, effectiveness or legality of the remaining provisions of the Agreement shall not be affected or impaired thereby. Any defect in this Agreement which originating in such invalidity or ineffectiveness shall be subsequently cured by an interpretation of this Agreement which shall respect the understanding and interests of the Parties.
- 5 The Parties undertake to resolve any disputes arising between the Parties in connection with this Agreement by mutual agreement. If no such agreement can be found, the disputes, if any, arising out of this Agreement, including collateral, shall be resolved in the Czech courts and the Agency and the Theater agree, pursuant to Section 89a of Act No. 99/1963 Sb. (Collection of Laws), the Code of Civil Procedure, that the court having the subject matter jurisdiction at the registered office of the Theater shall be the court of first instance with local jurisdiction for all legal proceedings commenced in connection with this Agreement and the relations arising out of it.
- 6 Any and all changes and amendments to this Agreement shall be valid only if agreed in writing and signed by both Parties hereto.
- 7 This Agreement has been executed in two counterparts, each with the force and effect of an original, one of which shall be given to the Theater and the other to the Agency.
- 8 By signing this Agreement, the Parties confirm that they have read the Agreement, that they agree with its contents, that this Agreement has been drawn up on the basis of true information, that it expresses their genuine and free will, that they have had sufficient time to familiarize themselves with the contents of this Agreement and to carefully consider and deliberate on the conclusion of this Agreement, that they fully understand all the provisions of this Agreement, that they understand their contents and do not require any further clarification thereof, and that this Agreement has not been concluded under duress or on unilaterally disadvantageous terms. In witness of the foregoing, the Parties sign this Agreement below.

On behalf of the Theater: *Benjamin Loeb*



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Mgr. Miloš Formáček, Managing Director
Severočeské divadlo s.r.o.

Severočeské divadlo s.r.o.
Lidické nám. 1710/10
400 01 Ústí nad Labem
IČO 22774289 4.

On 

Mr. Benjamin Loeb, Managing Director

AEPMS - Growing your dream

Arts Educations and Performance Management Services