



SYMFONICKÝ ORCHESTR HL. M. PRAHY
PRAGUE SYMPHONY ORCHESTRA
PRAGER SYMPHONIKER

OBECNÍ DŮM
NÁM. REPUBLIKY 5
110 00 PRAHA 1
CZECH REPUBLIC

CONTRACT No. 2017/0544

made between

Prague Symphony Orchestra (hereinafter only PSO)

náměstí Republiky 5, 111 21 Praha 1

represented by: Ing. Daniel Sobotka

IČ: 00064475, DIČ: CZ00064475

Bank details: Komerční banka a.s., Praha 1, č. ú. 3071210287/0100

IBAN: CZ5401 0000 0000 307 1210287 SWIFT(BIC): KOMBCZPPXX

on one side

and

Huelgas Ensemble vzw

Address: Groot Begijnhof 16

BE-3000 Leuven

Company number 0450.229.557

(hereinafter only Artist)

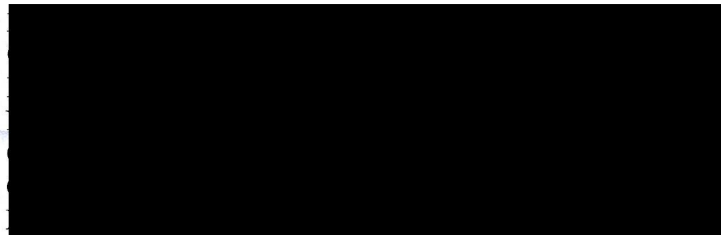
Tax resident in: **Belgium**

Artist is liable to perform in the place, hall and at the time fixed bellow

Date: October 10th 2017

Venue: Sts Simon and Judah Church
Dušní Str., Prague 1, 110 00

Time: 7:30 p.m.



Rehearsal schedule: 09/10/2017 2:00 – 6:00 p.m., 8:00 – 10:00 p.m. in the concert hall
10/10/2017 4:00 – 6:00 p.m.



will be paid by the PSO by bank transfer no later than 14 days after the concert. From the fee will be deducted tax in accordance with Czech Law. The tax of travel is paid by the PSO.

The fee will be transferred in two parts to following bank account:

Bank: BNP Paribas Fortis
BIC: GEBABEBB
IBAN: BE36 0012 4596 3481



Produkce
Orchestra Production
Tel. +420 222 002 416

Orchestrální kancelář
Orchestra Office
Tel. +420 222 002 424

Ředitel
Director
Tel. +420 222 002 425

Manažer orchestru
Orchestra manager
Tel. +420 222 002 420

Ekonomický úsek
Economic Dept.
Tel. +420 222 002 402

Koncertní jednatelství
Concert Dept.
Tel. +420 224 800 280

PR marketing
PR Marketing
Tel. +420 222 002 432



SYMFONICKÝ ORCHESTR HL. M. PRAHY
PRAGUE SYMPHONY ORCHESTRA
PRAGER SYMPHONIKER

OBECNÍ DŮM
NÁM. REPUBLIKY 5
110 00 PRAHA 1
CZECH REPUBLIC

- b) cost of travel: the amount of [REDACTED] for flight tickets and all necessary transfers within Prague for 13 persons
- c) accommodation: will be arranged by the PSO and the PSO is responsible for the payment of the accommodation
(Hotel Clement Prague, Klimentská 30, 110 00 Praha 1,
<http://www.hotelclement.cz/en/accommodation-in-prague.html>)
All extras like telephone, mini-bar, laundry atc. will be on the Artist's expenses.
2. The Artists shall have 6 complimentary tickets for the performance stated herein.
3. The PSO reserves the right to change (specify) the dates and times of rehearsals.
4. This Contract is made in 2 copies, both sides will obtain one copy.
5. General Conditions mentioned overleaf constitute an integrate part of the present contract.

General Conditions

- 1) The "Artist(s)" shall mean the artist or all artists covered by this Contract. The "Contractor" shall mean the agency (management) person (including an artist covered hereby) who enters into this Contract either as a principal providing the service(s) of the Artist(s) or as the agent of the Artist(s). The "PSO" shall mean the Prague Symphony Orchestra as Organizer of the concert.
- 2) The Artist(s) / Contractor shall be responsible at the costs of the Artist(s) / Contractor for providing all music, musical instruments, costumes and other items required for the performance(s) to be given hereunder, if not specify differently.
- 3) The Artist(s) shall rehearse and perform to the best of the skill and the ability of the Artist(s) and shall carry out all the reasonable instructions given by the PSO's representative.
- 4) The Contractor warrants that at the time of the signing of this Contract the Artist(s) is/are not under any engagement or bound by any contract which can preclude the Artist(s) from fulfilling this Contract and the Contractor agree(s) that during the continuance of this Contract the Artist(s) will not enter into any such engagement or contract as aforesaid. Likewise the contracting party undertakes that the artists performing will not appear in Prague with the same programme in the period from the signing of this agreement to the day on which the artistic performance negotiated by this agreement takes place and also 3 months after the concert date indicated in this contract. If the contracting party violates this condition, the PSO is authorised to withdraw from the agreement. In this eventuality the contracting party will have no right to claim remuneration for any kind of expenses that it has incurred in association with the artistic performance negotiated in the agreement. The contracting party is on the contrary obliged to cover the damages incurred by the PSO, especially the costs of promotion and preparing the artistic performance.
- 5) The Artist(s) agrees with recordings of the general rehearsal and the concert(s), that will be used only for archival purposes of the PSO. Any kind of its further commercial as well as non commercial use will be discussed with the artist and will be determined by a separate contract. The Artist agrees with recordings of shots for media (TV, Radio, internet or another promotion programme) not exceeding 3 minutes and only after written approval of said shots by the Artist for promotional purposes of the PSO. PSO agrees to provide said shots to the Artist for approval and to their usage for the Artist's own promotional purposes (website, social media, etc.).
- 6) The Artist(s)/Contractor undertakes to forward to the PSO (v.jelinkova@fok.cz) his/her biography and photo at least 2 months prior to the respective performance. The Contractor/Artist(s) shall ensure that the Contractor/Artist(s) is the owner of the copyright in such notes and photographs at the time when they are forwarded to the PSO.
- 7) It shall be the responsible of the Contractor/Artist(s) to ascertain whether or not a visa is required for the Artist(s) to enter the Czech Republic for the purpose of fulfilling the Contract. If so, the PSO will, if so requested in writing provide reasonable assistance to obtaining the visa.



SYMFONICKÝ ORCHESTR HL. M. PRAHY
PRAGUE SYMPHONY ORCHESTRA
PRAGER SYMPHONIKER

OBECNÍ DŮM
NÁM. REPUBLIKY 5
110 00 PRAHA 1
CZECH REPUBLIC

- 8) The programme of the artistic performance to be performed and described overleaf may only be changed with the agreement of both sides of this contract and in writing form.
- 9) The PSO shall not be liable to the Artist(s) or the Contractor for any loss or damages or injury to person or property (including instruments) during the carrying out or in connection with this Contract unless caused by the negligence of the PSO and recoverable on that ground.
- 10) The Artist(s) shall be present at the relevant venue in good time so that the Artist(s) are ready to commence the performance at the time stated herein or such other time(s) as may be agreed with PSO.
- 11) The Contractor/Artist(s) hereby agree to indemnify fully the PSO in respect of all actions, proceedings, claims, demands, and expenses which may be made or brought against or suffered or incurred by the PSO in consequence of any breach of warranties or obligations herein contained or on the ground that any work to be performed hereunder is an infringement of any other person or is defamatory.
- 12) If any of the Artist(s) claims inability to perform by reason of illness or physical incapacity, the certificate of a fully qualified medical practitioner providing the fact of such inability to perform shall immediately be sent to the PSO by the Artist and the certificate must state the nature of the illness or physical incapacity and that in consequence thereof the Artist is unable to perform.
- 13) If the Artist(s) for any reason except of the illness or physical incapacity duly certified as herein before provided or such other unavoidable cause as may be proved to the reasonable satisfaction of the PSO fail(s) to appear and perform as provided in this Contract, the Artist(s) shall pay any extra costs of any deputy and /or substitute and any extra payments made to other performers and or staff concerned in the relevant performance(s) and any other directly provable expenses to which the PSO has been put by the failure.
- 14) If any one or more performances under this Contract are prevented by force majeure (that is natural catastrophe, accident official labor dispute, riot or civil commotion, rule or in order or act of government – whether local or national, or other act or event of similar or dissimilar nature beyond the reasonable control of the parties hereto), then either party may terminate this Contract in relation to the performance(s) so prevented on the basis that no payment is due from either party to the other respect of the performance(s) so prevented.
- 15) This Contract shall be interpreted in accordance with the Laws of the Czech Republic, especially of establishments in Copyright Act, Civil Code and Commercial Code and any dispute arising hereunder shall be subject to the jurisdiction of the Tribunals of Commerce in Prague, to which jurisdiction the parties hereby submit.
- 16) This Contract shall come into force, when signed by both the parties and may not be altered or added to in any way except by writing, which states the modification and which is signed by the parties hereto. The parties to this Contract hereby declare that this Contract has been freely entered into by them.

Date:

29/06/2017

.....
[Redacted Signature] CONTRACTOR/ARTIST PRAGUE SYMPHONY ORCHESTRA

Produkce
Orchestra Production
Tel. +420 222 002 416

Orchestrální kancelář
Orchestra Office
Tel. +420 222 002 424

Ředitel
Director
Tel. +420 222 002 425

Manažer orchestru
Orchestra manager
Tel. +420 222 002 420

Ekonomický úsek
Economic Dept.
Tel. +420 222 002 402

Koncertní jednatelství
Concert Dept.
Tel. +420 224 800 280

PR marketing
PR Marketing
Tel. +420 222 002 432