**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:

**Zurcher Hochschule der Kunste**
Address: Pfingstweidstrasse 96 Postfach CH-8031 Zürich
Contact: xxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxxxx
(hereinafter referred to as the “**Organizer**”)

and

**Janáček Philharmonic Ostrava (Janáčkova filharmonie Ostrava, State-funded institution)**

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
Contact: xxxxxxxxxxx, xxxxxxxxxxx, xxxxxxxxxx
(hereinafter referred to as the “**Performer**”)

(the Organizer 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. Subject matter of the Contract**

The subject matter of this Contract is the Artistic Performance (as defined below) of the Performer in the Production organized by the Organizer or a third party bound by a contractual relationship with the Organizer, as the case may be, under conditions specified below in Article II. of this Contract (hereinafter referred to as the “**Production**”).

**II. General provisions**

1. The Organizer engages the Performer in the Production (mentioned above in Article I. of this Contract) which shall take place in DKMO Ostrava on 14 June 2018 at 19:00 according to the following schedule and program:

a. schedule: **Monday 10-13** Mahler, Polednice, Zarlivost

**Tuesday 9-12** Mahler, Polednice, Zarlivost

**Tuesday 13-16** Mahler 4mvt, Arias (w/singer after 14:00)

**Wednesday** **9-13** Mahler w/singer, Polednice, Zarlivost, Arias w/singer

**Thursday** **10-13** concert order

b. program: L. Janáček: Žárlivost

L. Janáček: Modlitba Jenůfy

A. Dvořák: Polednice

A. Dvořák: 'Měsíčku na nebi hlubokém' z opery Rusalka

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G. Mahler: Symfonie č. 4

2. The Artistic Performance of the Performer shall lie in the interpretation of orchestral works according to the program, under the leadership of the conductor (hereinafter referred to as the “**Artistic Performance**”), and with the following cast:

a. members of the orchestra appointed by the Performer,

b. conductors appointed by the Organizer,

c. soloist (Eva Drizgova-Jirusova) appointed by the Performer.

**III. Rights and duties of the Contracting Parties**

1. The Performer shall be obliged to deliver the Artistic Performance in time (including his/her arrival for rehearsals according to the schedule).

2. The Performer shall be obliged to provide the venue incl. backstage facilities, appropriate auxiliary staff, such as drivers, custodians, a production manager or a manager.

3. Sheet music shall be provided and paid for by the Performer.

4. Transport of the Performer to the venue of the Production as well as the transport of musical instruments shall be arranged and paid for by the Performer himself.

5. Accommodation in at least a 4 star hotel shall be provided and paid for by the for all conductors.

**IV. Copyrights**

1. All copyright, licence and local fees related to the Artistic Performance shall be paid by the Performer.

2. The Production or any part thereof mustn't be recorded or transmitted in any way by the Organizer (with the exception of reportage and promotional recordings with the total length of less than 180s), unless agreed otherwise in a special section of this Contract or in a separate annex.

**V. Remuneration**

1. The Organizer undertakes to pay remuneration to the Performer for delivering the Artistic Performance, amounting to 9,500 EUR (in words: nine thousand five hundred Czech crowns) (hereinafter only as “**Remuneration**”). The Remuneration shall cover all costs related to the Artistic performance stipulated earlier in this Contract, except for costs that shall be borne by the Organizer under this Contract.

2. The Remuneration shall be paid after the delivery of the Artistic Performance against an invoice with a due date after the delivery of the Artistic Performance. The invoice shall be sent to the address of the registered office of the Organizer or in an electronic form to the contact person stated in the head of this Contract.

3. All transaction fees related to the payment of remuneration shall be paid by the Organizer.

**VI. Contractual fines**

1. If the Organizer fails to fulfil his obligation to provide a stage area heated to at least the stipulated temperature pursuant to Article III., Paragraph 4, Point b) of this Contract, he shall be obliged to pay the Performer, or more precisely to each member of the orchestra, a contractual fine amounting to 40 EUR per person, directly on the spot and at least 30 minutes before delivering the Production. If the temperature of the stage area is 18 °C and lower, the orchestra members shall be able to deliver the Artistic Performance in their civilian clothing; the right for a contractual fine pursuant to this Paragraph shall not be affected by this.

2. If the Performer does not fulfil his obligations arising under this Contract for reasons other than the failure of the Organizer and for reasons other than those that are beyond his control (political regulation, war, natural catastrophe or similar force majeure event) and this non-fulfilment makes it impossible to deliver the Artistic Performance, the Performer shall be obliged to pay the Organizer all justifiable expenses that have arisen to the Organizer due to the cancellation of the Artistic Performance.

3. If the Organizer does not fulfil his obligations arising under this Contract for reasons other than the failure of the Performer and for reasons other than those that are beyond his control (political regulation, war, natural catastrophe or similar force majeure event) and this non-fulfilment makes it impossible to deliver the Artistic Performance, the Organizer shall be obliged to pay the Performer the Remuneration to the full extent pursuant to Article V. of this Contract, along with justifiable and documented expenses that have arisen to the Performer due to the cancellation of the Artistic Performance.

**VII. Withdrawal from the contract**

1. Any change of the terms, position, entitlement etc. on the part of any Contracting Party shall not lead to cancellation of rights and obligations arising under this Contract. Substantial alterations of the terms of the Contract (e.g. change of program, schedule, conductor or soloist, venue or time of the Production etc.) shall be subject to mutual and duly documented agreement of both parties.

2. If a sufficiently heated stage area is not provided pursuant to Article III., Paragraph 4, Point b) of this Contract and the Organizer fails to pay the Performer (all orchestra members) a contractual fine pursuant to Article VI., Paragraph 1 of this Contract, the Performer shall have the right to withdraw from the Contract before delivering the Production.

3. If the temperature of the stage area is 16 °C and lower, the Performer shall have the right to withdraw from the Contract at any time, even during the delivery of the Artistic Performance pursuant to this Contract.

**VIII. Final provisions**

1. The Contracting Parties confirm that this Contract contains the whole agreement between both Contracting Parties regarding the respective Artistic Performance and supersedes any previous agreements.

2. All issues that are not set forth in this Contract are subject to mutual agreement between both Contracting Parties or are governed by the Civil Code. All alterations and new facts shall be duly incorporated in this Contract in the form of written numbered amendments.

3. The Organizer hereby guarantees the Performer that he has a full right to enter into commitments resulting from this Contract and that he shall not enter into any commitment that could jeopardize their due implementation.

4. The Performer hereby guarantees the Organizer that he has a full right to enter into commitments resulting from this Contract and that he shall not enter into any commitment that could jeopardize their due implementation.

5. In case any provision of this Contract becomes invalid or ineffective, the validity or effectiveness of this Contract as a whole shall not be affected. In such a case the Contracting Parties undertake to replace the invalid or ineffective provision of this Contract with a valid and effective provision by which the goal pursued by the invalid or ineffective provision shall be achieved in a permissible way.

6. This Contract is governed by the law of the Czech Republic. Courts of the Czech Republic, that is courts having territorial jurisdiction on the part of the Performer, shall be competent for settlement of any disputes that shall not be settled by the Contracting Parties. According to the Act No. 340/2015 Sb. (Contract Registry Act) this Contract will be available in public registry.

7. This Contract is executed in two identical counterparts, one for each Contracting Party.

8. The Contracting Parties confirm with their own signatures below that they have read the Contract before signing it, they agree with its contents and declare that this Contract reflects their true and real will, it is written intelligibly and definitely, being unencumbered by adverse and otherwise conspicuously inconvenient conditions. The Contract shall enter into force on the date when the last Contracting Party signs it.

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|  | **Mgr. Jan Žemla** |
| Organizer | Performer |