

ORCHESTRA AGREEMENT



Los Angeles Film Conducting Intensive 2018 Summer Session Agreement

This agreement is made on **February 12, 2018**, by and between **Los Angeles Film Conducting Intensive**, (372 Broderick Avenue Ventura, California | 93003 United States of America) hereinafter called "LAFCI," and **Moravian Philharmonic Orchestra Olomouc, Czech Republic**, (Horninàmesi 23, 772 00 Olomouc Czechia) hereinafter called "MPO," hereby agree, in consideration of the covenants, promises, terms and conditions hereinafter set forth, as follows:

1. **DESCRIPTION OF EVENTS:** MPO hereby agrees to serve as the organizer of the LAFCI following the described event:

Event: 2018 Summer Session
Orchestra: **see attached daily orchestra size**
Location: Horninàmesi 23, 772 00 Olomouc Czechia
Dates: June 25 – June 30, 2018
daily rehearsals from 09:00am – 12:00pm and 01:30pm – 4:30pm
June 30 Concert, 07:00pm Concert

2. **COMPENSATION:** LAFCI shall pay MPO a fee in the amount of: **\$7,500 USD**, which includes the fee for the orchestra, rehearsal and performance hall, 10 rehearsals plus concert, including ticket sales and marketing (see page 4, #3). Payment in full (\$7,500 USD) will be made to MPO via wire transfer due **June 18, 2018** (one week before the summer session begins). A deposit of \$2,500 USD shall be presented to MPO via wire transfer by **March 26, 2018** with the remainder (\$5,000 USD) via wire transfer due by **June 18, 2018** (one week before the summer session begins).

The fee shall be made payable as a wire transfer to: IBAN: xxxxxxxxxxxxxxxxxxxx SWIFT CODE: xxxxxxxxxxxxxxxxxxxx
Komerční banka, a.s. Praha, branch Olomouc.

Ticket Sales: 50% of concert ticket sales will be paid via wire transfer to LAFCI no later than July 1, 2018.

Wire instructions will be sent directly from LAFCI to MPO no later than June 1, 2018.

3. **REPERTOIRE AND MANNER OF SUMMER SESSION:** Unless otherwise specified in writing attached to the Agreement and executed by the parties, LAFCI shall have exclusive control over musical repertoire to be used during rehearsals and performance including specific arrangements and editions (provided by LAFCI).

4. **CANCELLATION AND FORCE MAJEURE:** LAFCI shall be under no liability for failure of the Los Angeles Film Conducting Intensive to appear or perform in the event that such failure is caused by or due to the physical disability or illness of its faculty at such time that it is impossible to procure a suitable replacement, or due to:

- acts of regulations of public authorities,
- labor difficulties,
- civil insurrection,
- strike,
- interruption or delay of transportation service due to any cause
- or any other similar or dissimilar cause beyond control of LAFCI or MPO.

A. Other Conditions. The Performance area will have:

1. Adequate light and ventilation
2. Protective chair rails on back sides of platform risers
3. A distance of at least two (2) feet from the edge of the stage unless a railing or protective lip is provided.

Likewise, events beyond the control of MPO such as the burning or destruction of the performance hall, or the other conditions enumerated above which prevent the presentation of the events described in Paragraph One herein shall result in neither party to this Agreement being held liable. In other respects, the Agreement is non-cancellable. In the event MPO cancels the events specified in Paragraph One of this Agreement for reasons other than those enumerated above as being beyond his control, MPO shall be liable for the compensation specified herein Paragraph two.

Cancellation without payment is only possible due to conditions of *force majeure*. Should LAFCI cancel for any other reason, it agrees to re-schedule and follow through with the project within 24 months of cancellation. Similarly, MPO agrees to re-schedule per the same terms and conditions if the Moravian Philharmonic Orchestra cancels for any reason. In the event of a Moravian Philharmonic Orchestra cancellation, expenses incurred (i.e. flights, hotels, ground transportation) will be deducted from the total price of the re-scheduled project.

5. **INDEMNIFICATION:** MPO hereby agrees to hold LAFCI harmless from and against any injury, claim for injury, or damages to person or property, including attorney's fees which may be asserted against LAFCI as the result of any negligence, act, or omission by reason of postponement, cancellation or omission of said event or events MPO, its agent, employees, independent contractors, or students.

6. **INSURANCE:** MPO hereby agrees to **provide at its own expense public liability insurance in amount of no less than \$1,000,000** with a solvent and reputable insurance carrier acceptable to LAFCI covering LAFCI as to any and all

claims for personal injury and property damage which may arise during the event described in Paragraph One herein are to be held, or otherwise in connection with said event. A certificate of insurance evidencing said coverage will be provided to LAFCI by MPO by **June 1, 2018**. In the event that LAFCI does not receive said certificate from MPO within 15 days of such request, LAFCI may, at its sole option, cancel this Agreement. MPO shall be liable to LAFCI for all expenses and damages incurred by LAFCI as a result thereof.

7. **OTHER TERMS AND PROVISIONS:** The parties hereby specifically agree that all of the terms and conditions set forth on the attached document entitled "Additional Terms and conditions" which is appended hereto as Exhibit 1 is made a part hereof and is hereby incorporated in this Agreement as if recited in full herein.

IN WITNESS WHEREOF, the parties have affixed their signatures upon the date first above written.

LOS ANGELES FILM CONDUCTING INTENSIVE

("LAFCI")

By: _____

Angel Velez, Co-founder/ Director

Date

Moravian Philharmonic Orchestra

("MPO")

By: _____

Authorized Representative, Moravian Philharmonic Orchestra

Date

On behalf of

Moravská filharmonie Olomouc

Organization

Horní náměstí 23

Address

Olomouc

Czech Republic

772 00

City

ST

Zip

Tax ID Number 100617

00 420 585 228 511

Office Phone Number

Jan Sitar

Site Contact Person

Mobile Phone Contact Number/Email

Mobile Phone Number/Email

EXHIBIT 1- ADDITIONAL TERMS AND CONDITIONS

1. **PERFORMANCE VENUE:** MPO represents that it has a lease, right of possession, or other authority to occupy the hall or building or land covering the event or events described in Paragraph One of the Agreement, evidence of which will be displayed to LAFCI Co-founder/Director or other designee upon request. MPO agrees that the concert hall or venue will be furnished on the dates specified in the Agreement and at the time for the performances or rehearsals specified in a condition that is well heated, lighted, clean and in good order, together with necessary dressing rooms and the stage to have regular symphony set with a sufficient number of chairs for the musicians and such stage crew as may be required by LAFCI.

A. MPO agrees to provide LAFCI with the Moravian Philharmonic Orchestra per the day-by-day transport, rehearsal and performance plan shown below. This project will be fulfilled in Olomouc, Czech Republic during the period of June 24 – July 1, 2018 and is subject to modification of rehearsal times but not the overall amount of rehearsal time and the number of performers for each service. MPO agrees to provide Jan Sitar as on-site representative of MPO during the rehearsal and performance period.

B. Rehearsals and performance take place in Olomouc, Reduta music hall, Horní náměstí 23 with all fundamental/functioning production items necessary for rehearsals and performance including lights as well as necessary personnel for concert production, i.e. stage hands and ushers. The June 30 concert will take place in Olomouc, Czech Republic located at Olomouc, Reduta music hall, Horní náměstí 23.

2. **PROGRAM:** LAFCI will furnish to MPO the program content to be performed and MPO agrees (at the expense of MPO) to print and distribute a sufficient quantity of programs.

3. **ADVERTISING:** Advertising of the events to be performed by LAFCI pursuant to this Agreement shall be the sole responsibility of MPO who shall correctly identify LAFCI as "Los Angeles Film Conducting Intensive" and include the LAFCI logo. Notwithstanding the provisions of this paragraph, however, nothing in this Agreement shall prevent LAFCI, at its sole option and at its own expense, of advertising any event open to the public.

Marketing to include: local print advertising, print media, social media, press conference, and local media coverage.

A. LAFCI will provide the concert poster in which MPO will use for advertising/media. Any revisions to the poster by MPO must be submitted in writing to LAFCI.

B. LAFCI will receive 15 printed posters from MPO no later than June 30, 2018.

4. **RECORDING AND BROADCAST:** MPO agrees to prevent the broadcast, recording, or reproduction by radio, television, or any other device of the LAFCI performance or any part thereof without the express written consent of LAFCI. MPO further agrees that, except to the extent otherwise specified in this Agreement, the performance of the Los Angeles Film Conducting Intensive shall not be in conjunction with any other performance by any other artist or soloist without the prior written consent of LAFCI.

5. **NOTICE:** All notices to LAFCI hereunder shall be given in writing addressed to the Los Angeles Film Conducting Intensive, 372 Broderick Avenue Ventura, California | 93003 United States of America

6. **OTHER TERMS:** This Agreement shall not be binding upon the parties until executed. The parties acknowledge that they have not relied upon any representation or warranty which is not otherwise expressed in this Agreement, and that the Agreement constitutes the entire understanding of the parties and may be amended only in writing executed by both parties. This Agreement shall be construed, governed and interpreted under the laws of the State of California. This Agreement may not be assigned by MPO, but shall be binding to MPO, its personal representatives and successors.

7. **NONDISCRIMINATION:** MPO agrees and warrants that admission to and seating in the concert hall or venue will be without regard to race, color, religion, sex, or national origin of the members of the audience.

8. **MISCELLANEOUS PROVISIONS:** MPO and LAFCI also agree upon the following additional terms and conditions:

- A. MPO shall provide chairs, music stands, podium and other necessary musical instruments as outlined in the attached Orchestra Instrumentation document
- B. MPO shall provide LAFCI access to restrooms and secure or guarded area for instrument cases and musician's personal effects.
- C. Access to a private room to hold evening classes with screen and projector is also included in above stated fee.
- D. LAFCI will provide all music with enough copies for all musicians according to the number of stands needed. A professional quality audio recording and professional quality video recording with multiple camera angles and mixed in audio will be provided to LAFCI as part of the included fee as stated above. This fee also includes broadcast rights of the June 30, 2018 concert.
- E. LAFCI agrees to the following performance approximate times:
Start Program: 7:00pm (19:00)
Intermission: 7:50pm (19:50)
Resume Program: 8:10pm (20:10)
Program Ends: 9:20pm (21:20)

F. Percussion requirements:

4 standard timpani	Guiro
Concert snare drum	Wind chimes
Military snare drum	Triangle
Bass drum	Gong
Large crash cymbals	Drum set
Medium crash cymbals	Glockenspiel
Large suspended cymbal	Xylophone
Medium suspended cymbal	Vibraphone
Tambourine	Chimes
Maracas	Congas
Tom Toms (2)	Bongos
Wood block	Claves

ATTACHMENT: Schedule and Orchestra Instrumentation

June 24 (Sunday)

Arrival at Vienna International Airport in Vienna, Austria. Ground transportation to Olomouc, Czech Republic (approximate travel time is 2.5 hours). MPO agrees to provide transportation for 10 participants, 1 staff member and 2 faculty members (13 attendees in total) plus their luggage to Hotel Flora in Olomouc, Czech Republic. Specific pick up location to be provided to LAFCl no later than June 1, 2018.

June 25 (Monday)

Morning rehearsal: 9:00am – 12:00pm

Strings only: 6/6/4/4/2 (12 violins, 4 violas, 4 celli, 2 double basses)

Afternoon Rehearsal: 1:30pm – 4:30pm

2222 2200 Timpani + Strings (6/6/4/4/2) (2 flutes, 2 clarinets, 2 oboes, 2 bassoons, 2 French horns, 2 trumpets, timpani, plus 12 violins, 4 violas, 4 celli, 2 double basses)

Evening class: 5:00pm – 6:30pm

June 26 (Tuesday)

Morning rehearsal: 9:00am – 12:00pm

Afternoon Rehearsal: 1:30pm – 4:30pm

3333 4431 Timpani + 3Percussion + Piano/Celeste + Harp + Strings (10/8/6/6/4) 2 flutes, 2 clarinets, 2 oboes, 2 bassoons, 4 French horns, 4 trumpets, 3 trombones, 1 tuba, piano, harp, 4 percussionists, 18 violins, 6 violas, 6 celli, 4 double basses

Evening class: 5:00pm – 6:30pm

June 27 (Wednesday)

Morning rehearsal: 9:00am – 12:00pm

Afternoon Rehearsal: 1:30pm – 4:30pm

3333 4431 Timpani + 3Percussion + Piano/Celeste + Harp + Strings (10/8/6/6/4) 2 flutes, 2 clarinets, 2 oboes, 2 bassoons, 4 French horns, 4 trumpets, 3 trombones, 1 tuba, piano, harp, 4 percussionists, 18 violins, 6 violas, 6 celli, 4 double basses

Evening class: 5:00pm – 6:30pm

June 28 (Thursday)

Morning rehearsal: 9:00am – 12:00pm

Afternoon Rehearsal: 1:30pm – 4:30pm

3333 4431 Timpani + 3Percussion + Piano/Celeste + Harp + Strings (10/8/6/6/4) 2 flutes, 2 clarinets, 2 oboes, 2 bassoons, 4 French horns, 4 trumpets, 3 trombones, 1 tuba, piano, harp, 4 percussionists, 18 violins, 6 violas, 6 celli, 4 double basses

Evening class: 5:00pm – 6:30pm

June 29 (Friday)

Morning rehearsal: 9:00am – 12:00pm

Afternoon Dress Rehearsal: 1:30pm – 4:30pm

3333 4431 Timpani + 3 Percussion + Piano/Celeste + Harp + Strings (10/8/6/6/4) 2 flutes, 2 clarinets, 2 oboes, 2 bassoons, 4 French horns, 4 trumpets, 3 trombones, 1 tuba, piano, harp, 4 percussionists, 18 violins, 6 violas, 6 celli, 4 double basses

Evening class: 5:00pm – 6:30pm

June 30 (Saturday) Concert

Start: 7:00pm Intermission:

20 minutes Anticipated End:

9:20pm

3333 4431 Timpani + 3Percussion + Piano/Celeste + Harp + Strings (10/8/6/6/4) 2 flutes, 2 clarinets, 2 oboes, 2 bassoons, 4 French horns, 4 trumpets, 3 trombones, 1 tuba, piano, harp, 4 percussionists, 18 violins, 6 violas, 6 celli, 4 double basses

Acknowledgement of understanding of Exhibit 1 and Attachment: Initial _____