



BÜHNEN- UND MUSIKALIENVERLAG **JOSEF WEINBERGER WIEN** GESELLSCHAFT M.B.H.

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Sparkassen AG
IBAN AT42 2011 1840 1650 4400
BIC GIBAAWXXX

Handelsgericht Wien FN 129246 v
ATU14900204

AGREEMENT

between

**Bühnen- und Musikalienverlag
Josef Weinberger Wien, Gesellschaft m. b. H.**

Neulerchenfelder Straße 3-7
AT-1160 Vienna

(hereinafter called 'the Licensor')

and

State Theatre Košice

Address: Hlavná 58
SK-042 77 Košice

Founder: Ministry of Culture of the Slovak Republic, Founding Charter
No MK 3035 /2015 110/16314
Legal form: state subsidized organization
Identification number: 31299512
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Bank contact: State Treasury
IBAN: SK85 8180 0000 0070 0007 0481
SK35 8180 0000 0070 0024 0452

(hereinafter called 'the Licensee')

Whereby it is agreed as follows:

1.1. The Licensor hereby grants to the Licensee the right to perform

DIE HERZOGIN VON CHICAGO (The Duchess of Chicago)

Music: Emmerich Kálmán

Book and Lyrics: Julius Brammer, Alfred Gruenwald

Translation: Slovak Language by Peter Valentovič

(hereinafter called 'the work')

on the professional stage (450 seatings) of the
State Theatre Košice

for performance(s) in the season:
1 June 2021 – 30 June 2022

Performances at venues other than the stage of the State Theatre (e.g. guest performances, tours, etc.) require the Licensor's prior express consent in writing.

- 1.2. The licence, consisting of the right to perform and the right to use the hire material, is granted according to the 'Grand Right' in compliance with the Copyright Act within the European Union. It expressly does not comprise any further rights on, e.g., the use of any parts thereof for other events assigned to the 'Small Rights' (concerts, etc.).

The use of copyright protected material for these aforementioned purposes requires the separate assignment requires the separate consent of authorization of the Licensor in writing.

2. The material (textbooks, score, piano reductions, choir, and orchestral parts) for the purpose of the said performance(s) should be for hire by the Licensor.

The Licensee hires such material and may use it within the scope of this licence. The fee agreed in Article 10 of the present agreement includes the rental therefor.

3. The licence granted under Article 1 of this contract is strictly limited to the performance(s) specified above and shall not comprise any other right or permission; hence, without the Licensor's express consent in writing, the work may neither be broadcast by radio or television or be made available to the public by whatever analogue or digital means, online or offline, nor be reproduced and/or distributed on whatever audio and/or audio-visual carrier as e.g. record, disc, magnetic tape, cassette, film or video (home video), or otherwise exploited by whatever existing or future means and process.

The Licensee may, however, for the sole purpose of promoting the production broadcast short fragments of the work performed by the Licensee on radio, television or on the internet. Such fragments are strictly limited to 3 (three) minutes at the utmost.

4. The licence granted under Article 1 of the present agreement is personal and strictly restricted to the Licensee. Without the Licensor's express consent in writing, the licence may not be assigned or otherwise transferred or licensed to third parties; furthermore, the licence may not be mortgaged or howsoever burdened.
5. The Licensee is to produce and perform the said work within the term of this agreement.
6. If the Licensee should not comply with this obligation for reasons other than due to Acts of God or force majeure, the Licensor shall have the right to charge the Licensee with a non-reducible contractual penalty of up to EUR 2,500.-- excl. VAT without prejudice to all exceeding claims to material and immaterial damages.
7. The production and performance of the work is to be executed in strict accordance with the textbook (libretto) and the score, unless otherwise agreed upon between the parties in writing.

The Licensor notes that the Licensee will perform a version of the Budapest Operetta Theatre. Any additional adaptation, modification, or alteration of the music or of the libretto without the Licensor's prior written permission is strictly prohibited and will be prosecuted as copyright infringement, irrespective of whether such an adaptation, modification or alteration is deemed to be detrimental to the author's honour or reputation.

In case of any substantial breach of this obligation, Article 6 of this contract applies analogously.

8. Within the framework of the present agreement, the Licensor agrees to the currently used translation of Peter Valentovič for performances on the professional stage of the State Theatre Košice as set in Article 1 thereof.

The Licensee agrees not to make or allow any changes or adaptations to the translation without obtaining prior permission from the Licensor.

Any fees, charges, or claims (e.g., lump-sum payments and/or royalties etc.) due to the translator(s) are incurred by the Licensee.

9. The material as defined in Article 2 shall be used exclusively for the purpose of the stage performance of the said work during the term of this agreement as set out in Article 1 hereof. The Licensee undertakes not to copy any part or parts of the material or to permit the material to leave their custody or to be used or copied by third parties.

10. In due consideration of the licence granted, the Licensee agrees to pay to the Licensor the following sums, viz:

in respect of the performing right:

12% of the gross box office takings per performance

in respect of the Hire and Use of the Material:

EUR 1,300.-- excl. VAT

Any calculation of VAT will be omitted if a valid tax identification number is provided to the Licensor. The place of taxation is the Slovak Republic.

11. The Licensee undertakes to submit financial reports to the Licensor including the dates of all performances, the number of all tickets sold per category, and the total box office receipts as well as the respective 12% as set in Article 10 thereof on a quarterly basis, namely on 11 Oct 2021, 11 Jan 2022, 11 Apr 2022, and 11 Jun 2022; The Licensee effects payment arising thereof 7 working days after receipt of the related invoice unless otherwise agreed in writing.

In the event of disproportionate delay of transmitting the financial reports, the Licensor reserves the right to charge **EUR 500.--** excl. VAT per performance.

12. The Licensee settles payments to the following bank account and shall bear all costs for money transfer (bank charges etc.) arising within the territory of Slovakia or by Slovak institutions:

Erste Bank der oesterreichischen Sparkassen AG

IBAN (International Bank Account Number): AT42 2011 1840 1650 4400

BIC (=SWIFT): GIBAATWWXXX

13. Furthermore, the Licensee shall submit the monthly repertoire schedule in English to the Licensor in advance for every month of the season by the 10th day of the respective month at the latest if the work is staged beyond the period of the present contract.

14. The Licensee undertakes to credit the authors of the work as specified under Article 1 of this agreement as the creators of the work as well as the Licensor as such as follows:

By arrangement with

Josef Weinberger Wien Ges.m.b.H.

All such credits are to be carried out clearly and markedly on the occasion of any performance or promotion of the production, in particular in all programs, posters, cast-lists or other announcements as well as in all publicity material.

The Licensee undertakes to submit two copies of all such matters to the Licensor free of charge.

15. The Licensee agrees to supply the Licensor with two complimentary tickets per performance, if so requested. In such a case, the Licensee must be informed in writing at least 24 hours prior to the requested performance.
16. The present contract is drawn up in the English language. Should a translation into the Slovak language be necessary for legal reasons, the Slovak version shall equal the English version. In the event of differences between the agreements, the English contract shall be considered as legally valid and the basis for the fulfilment resulting therefrom.
- 17.1. The Licensee shall keep the Licensor uncomplainingly and indemnify the Licensor, inclusive of legal costs, expenses, judgements, or awards including reasonable counsel fees, even if they are extrajudicial/out of court, which may be incurred and suffered by the Licensor arising out of or by reason of any breach of the authors' moral or personality rights and/or those of third parties, in particular with regard to the promoting of the production.
- 17.2. This agreement constitutes the entire understanding between the parties and may not be modified or amended except by a written instrument. This holds true in regard of a modification of this Article as well.
- 17.3. Should a clause of this contract be invalid, a term as similar as possible to the invalid clause shall be deemed valid in its place. This clause applies also in regard of a regulatory gap.
- 17.4. This agreement shall be construed, interpreted, and enforced in accordance with Austrian Law.
- 17.5. Any claim, dispute, controversy arising under, in connection with or out of this agreement or the breach thereof, without prejudice to other venues may be submitted to the Commercial Court of Vienna (*Handelsgericht Wien*).
- 17.6. The contracting Parties make it undisputed that the grant of the licence under the present Agreement shall also apply to uses under this Agreement made from the first public performance until the date of entry into force of this Agreement. Likewise, the contracting Parties make it undisputed that the rental of musical material under this Agreement also applies to the period from the time the materials are delivered to the Licensee until the entry into force of this Agreement.

Vienna, Date:

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Licensor

Košice, Date:

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Licensee