

Stage Performance Contract

The following contract is concluded between

Musica Mundana Musikverlag GmbH

Seat: Chalet Hubel, CH 3995 Ernen, Switzerland
Represented by: Dr. Reinhold Quandt
Legal form: GmbH
ID: CHE-240.037.594
Tax / VAT ID: Musica Mundana is exempt from VAT according to Swiss law
Bank:

(hereinafter: “**Publisher**”)

and

Slovenské národné divadlo (Slovak National Theatre)

Location: Pribinova 17, 819 01 Bratislava, Slovak Republic
Represented by: Marián Chudovský, General Director of the SNT
Slavomír Jakubek, Director of the SNT Opera
Legal form: state – sponsored organization
ID: 00 164 763
Tax / VAT ID: 2020829954 / SK 2020829954
Bank:

(hereinafter: “**Theatre**”)

§ 1 Right to Perform

- (1) Publisher grants the Theatre rights to perform the work, **Polská krv, [Polenblut]**, libretto by **Leo Stein** music by **Oskar Nedbal** on stage (hereinafter: “work”).
- (2) The Theatre can translate libretto by Leo Stein into Slovak language and perform the work in Slovak language.

§ 2 Obligation to Perform

- (1) The Theatre undertakes to perform the work at the location: Slovenské národné divadlo, Bratislava. The Theatre can perform the work also at the other location in the Slovak Republic on the basis of the hosting agreement.
- (2) The opening performance shall take place at the earliest on **13.04.2018** and at the latest on **13.05.2018**. The term of the contract shall **end at the end of the season 2018/2019 i.e. 30.6.2019**. The theatre shall inform the publisher at least one month prior to the expiry of the contractual term, whether it intends to continue the production into a further season. In such a case, the publisher is in principle prepared to extend the performance contract unless good cause exists to the contrary. Good cause exists in particular where the publisher no longer represents the right mentioned in § 1, (1).
- (3) The publisher must be named as follows: Musica Mundana Musikverlag GmbH, Switzerland.

§ 3
Performance Materials for Dramatico-Musical Works

- (1) The Theatre undertakes to hire the performance materials (hereinafter: **“Materials”**) for the performances in the seasons 2017/2018 and 2018/2019 solely from the Publisher, with an exception of the Materials already owned by the Theatre.
- (2) The Publisher undertakes to deliver the full score as PDF-file and also in printed version and without text in order to enable the Theatre to insert an own text in Slovak language (as required by the Theatre) to the address of the Theatre immediately after the conclusion of this Contract.
Note: Act one has been provided already, Act two will be sent directly after singing this contract, Act three will be sent on November 10th, 2017 at latest.
- (3) **Orchestral parts in printed version will be provided till December 15, 2017.**
- (4) Remuneration for the Materials (including granting the stage performance right) shall be **220,00 €** (in words: **two hundred and twenty euros**) **per performance**. The Theatre shall bear the shipping costs for postal delivery of the Materials.
- (5) The Theatre undertakes to deliver the Materials to the address of the Publisher **no later than 30 days after the termination** of this Contract.

§ 4
Invoicing, Due Dates, Payment

- (1) The invoicing and payment of the remuneration for the Materials shall be undertaken on a **semi-annual basis**; the Theatre shall inform the Publisher in writing about the number of the performances held in the **given half-year**.
- (2) Invoice is due within 30 (thirty) days from the date of the delivery to the Theatre. The Theatre shall pay bank charges in Slovakia associated with the transfer of the remuneration abroad. Other charges shall be borne by the Publisher.
- (3) Any eventual VAT shall be paid by the Theatre to the respective tax office in the Slovak Republic.

§ 5
Contractual penalty

- (1) A contractual penalty of **50,- €** shall be due for gross negligence of a contractual obligation. Should a contractual penalty be paid, this shall be deducted from any claims for damages which may subsequently arise.

§ 6
Supplementary Provisions

- (1) This Contract is only valid on the territory of the Slovak Republic or on the territory of other states but only on the basis of the hosting agreement.

§ 7
Final Provisions

- (1) Any changes and amendments to this Contract shall be made as mutually agreed in writing in the form of signed and numbered amendments.
- (2) If this Contract does not provide otherwise, none of the Parties is entitled to assign its rights, including claims or obligations from this Contract to a third party without a written consent of the other Party.

- (3) This Contract may be terminated by mutual agreement of the Parties or withdrawal made in writing (via e-mail, post etc.) The written document shall include the method of settlement of the obligations and claims incurred before the date of the termination of this Contract.
- (4) Theatre is authorized to withdraw from this Contract in writing if the Publisher is in material breach to this Contract. The effects of the withdrawal occur on the day of its receipt by the Publisher. A material breach of the Contract by the Publisher means in particular the following:
- a) Publisher fails to deliver the **complete Materials (the full score as PDF-file and also in printed version + orchestral parts in printed version)** to the address of the Theatre till **December 15, 2017**.
- (5) The Parties declare that the Contract was signed by their true and free will, definitely, seriously and comprehensively, not in distress or for otherwise conspicuously unfair conditions. The Parties affirm that their ability and freedom to enter into this Contract, as well as their capacity related to legal action is not limited in any way or excluded and they also declare that they are familiar with the contents thereof and sign this Contract as a sign of it.
- (6) This Contract is made out in 2 (two) counterparts; 1 (one) for each contracting Party.
- (7) The contracting parties confirm that this Contract shall enter into force on the day of signing by both contracting parties and become effective on the day following the day of its publishing under the specific legal act.

Publisher:

In Ernen, on

Theatre:

In Bratislava, on

.....
Dr. Reinhold Quandt
Musica Mundana Musikverlag GmbH

.....
Slavomír Jakubek
Director of the SNT Opera

.....
Marián Chudovský
General Director of the SNT