

## MATERIAL RENTAL AGREEMENT

Between

**JOSEF WEINBERGER WIEN Bühnen- und Musikalienverlag Gesellschaft m.b.H.**

A-1160 Vienna, Neulerchenfelder Strasse 3-7

(hereinafter referred to as "publisher")

and:

**Slovak national theatre**

Pribinova 17, 819 01 Bratislava 111,

IČO:164763, DIČ: SK2020829954

Slovak republic

(hereinafter referred to  
as "contracting party")

on the rental and/or use of performance materials for:

**Der arme Jonathan – Ach, wir armen Primadonnen by Carl Millöcker, Hugo Wittmann, Julius Bauer**

for one performance on **31 Dec 2022** on the professional stage of the Slovak National Theater in accordance with the following conditions:

1. The rental fee for the agreed use amounts to **€ 208.-- excl. VAT plus 15% per fullscore, per title and per performance plus shipping costs and all other expenses (bank or credit card charges etc.)**.
2. The contracting party shall be allowed to use the performance material only for the performance/s specified in the agreement. It is prohibited from using the material, either in whole or in part, for extracts or adaptations, or for copying, digitalisation or reproduction purposes – regardless of the technical means.

The use of the material for all types of audio/audio-visual production, digital storage (on-line/off-line), transmission, making available to the public, etc., is expressly prohibited without the prior written consent of the publisher. In the event that the publisher agrees to a use of the material other than that stipulated in the agreement, an additional payment for such use of the material must be agreed upon by the parties concerned. The contracting party may produce a recording (audio/audio-visual) of the performance within the term of this contract on a technical medium and use this recording solely for its internal, archival and documentary purposes. The Publisher hereby grants gratuitous consent to the contracting party. Any other use and/or distribution is subject to agreement between the parties and corresponding payment.

The contracting party is prohibited from entrusting, lending or renting out the performance material to a third party, either in whole or in part, or for any purpose whatsoever. This restriction does not apply in the case of a music dealer passing the material to his customer for use as defined above. In case violations are committed in this regard, the contracting party shall be liable to pay damages to the publisher to double the amount corresponding to the loss incurred.

Performances of a dramatic-musical nature, e.g. dance performances, mimic-gesticulatory performances as well as work combinations of all types, are not covered by this agreement and shall therefore require a separate agreement. In this regard, an agreement with the publisher must be concluded in due time, prior to the date of performance.

Reprint rights of any kind, e.g. for programs, leaflets or other publications in connection with the performance/s which are the subject matter of the agreement, must be acquired from the publisher, at least two weeks prior to the date of performance.

Scores which are delivered for perusal only may not be used for performances, recordings or any other types of exploitation without the prior consent of the publisher.

3. The performance material furnished by the publisher must be examined immediately upon receipt with regard to contents and completeness. The publisher must be notified of any possible claims no later than 5 business days following the receipt of the material. Any claims filed after the expiration of the period will no longer be accepted.

The delivery of the material will be effected at the risk of the contracting party. Any liability arising from delayed delivery will not be assumed by the publisher. This does not apply if the delay is caused by gross negligence or intent.

The performance material must be returned to the publisher in complete and undamaged condition, at the cost and risk of the contracting party until 13. 01. 2023.

The contracting party shall bear all the costs for the procurement and delivery of the performance material. Performance materials or parts thereof which have been lost, severely damaged or otherwise rendered useless are to be replaced to the publisher at the cost of the new purchase price.

In the event that the performance material will not be returned by the date specified, 10% of the agreed rental fee may be charged for each new month started - the minimum charge, however, will be EURO 50,-. After expiration of the rental period an appropriate amount will also be charged for perusal material.

On ordering the material the contracting party will be informed, where applicable, that the material is in poor condition. The contracting party has taken note of this and declares by signing this agreement that it will not claim any rights of recourse against the publisher. The publisher cannot be held liable for the nature and condition of materials of other publishers (which are supplied by the publisher).

4. In the event that the performance/s are cancelled (even because of force majeure, official cancellation by authority or other security reasons), the publisher must be immediately informed thereof. In this case half of the rental fee shall become due regardless of whether material was shipped or not.  
If performance material was shipped it must be returned completely and without delay. The full payment of the rental fee shall be due, however, in case of failure to notify and to return the complete performance material prior to the scheduled performance date.

The publisher must also be informed, without delay, of any postponements of performance/s. In the event that the performance/s is/are not resumed within two months, half of the rental fee invoiced shall be charged by the publisher as a cancellation fee.

5. In case an invoice has to be altered after the issue of the said invoice or a new invoice has to be issued, the publisher shall have the right to charge the contracting party for the reimbursement of expenses to the amount of EURO 15,- for each altered / new invoice.
6. Radio and TV broadcasts as well as recordings on CD, magnetic tapes or other audio and audiovisual carriers are not allowed without permission of the publisher unless the material was expressly delivered for this purpose.

If the publisher should agree to an additional exploitation, an additional fee for the renewed exploitation of the material has to be paid. The contracting party can agree with the second exploiting party as to who will pay the additional fee. If the second exploiting party refuses to pay the respective costs, they have to be borne by the contracting party.

7. The rental fee is payable immediately after receipt of the invoice issued by the publisher, without deduction by bank transfer to our bank account no.

In case of default in payment the publisher is entitled to charge default interest of 1% per each month started.

The rental fee does not include any performance fees. The right of public performance is not subject matter of this agreement, but such right must be acquired from the appropriate collecting society for public concert performances (in Slovakia: SOZA). The performance/s must be registered and all the beneficiaries of the work in question (i.e. composers, arranger, lyricist, translator, editor, publisher) must be declared upon registration. In case the performance is not duly registered with the appropriate collecting society, the contracting party shall be liable to pay damages to the publisher to the amount corresponding to the lost performance fees, provided that the provisions specified by the collecting society are not contrary thereto. If performances take place abroad, the local collecting societies for musical performing rights have to be notified there. In case there are no collecting societies in the country of performance, a separate agreement is to be made with the publisher with regard to performance rights and fees.

8. The publisher is to be mentioned in the programme. For each performance, the publisher shall be entitled to two free tickets in the best category. 3 copies of the programme will be forwarded to the publisher as soon as possible.
9. If the contracting party and the organizer are not identical, the contracting party is liable for all demands and obligations resulting from this agreement. In the event that the contracting party should fail to comply with the foregoing conditions, a contractual penalty shall become payable to double the amount of the agreed rental fees. Notwithstanding this provision, the publisher shall furthermore reserve the right to claim damages.
10. Should any provision of this agreement become invalid, the validity of the other provisions shall remain unaffected. The invalid provision shall be replaced by another provision which serves closest the purpose of the agreement. Amendments to the agreement must be made in writing. No subsidiary agreements have been concluded.
11. This agreement is subject to the laws of Austria. The jurisdiction and place of performance shall be Vienna – FN 129246 v, Handelsgericht Wien. This contract enters into effect on the date of its signing by both parties and on the day following the date of its release in accordance with the special regulation (Act No. 211/2000 Coll. on free access to information). In accordance with Slovakian Law.

Vienna, .....

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LM CEE Katharina Kundu

Bratislava, .....

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Mgr. Jozef Švolík, general manager SND

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Mgr. art. Maroš Podhájsky, interim head of the  
SND Opera organisational unit