# ST 144 2024

#### Contract on Performance No. 109/2024 - TVR

Organizer: STARMUS UNIVER	<b>RSE 2007</b>	S.L.
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Residence: Risco del Perro, 1 LA Matanza de Acentejo, Sta Cruz de Tenerife 38370, Spain Company Id No.: ESB20942017

Represented by: Alejandro Calvo, general manager (hereinafter referred to as "Organizer")

Artist:	Slovak Philharmonic
Residence:	816 01 Bratislava, Medená 3, Slovak Republic
Registration:	164 704
Represented by:	Marián Turner, general director
VAT identification	n: SK2020829932
Tax domicile:	Slovak Republic
(hereinafter referre	ed to as "Artist")

### Article 1.

1. On the basis of an agreement of contractual parties and this Contract, the Artist undertakes to perform for the Organizer under the following terms and conditions: Interpreted works:

Slovak Philharmonic Slovak Philharmonic Choir (members)

## **Starmus Festival**

Stephen Hawking Ceremony Student's event

Place & Date & Time of Concerts: 15<sup>th</sup> May 2024 at 18.30 hrs. 16<sup>th</sup> May 2024 at 10.30 hrs

rehearsal on  $13^{\text{th}}$  May 2024 from 15.00 - 18.00rehearsal on  $14^{\text{th}}$  May 2024 from 9.00 - 12.00dress rehearsal  $15^{\text{th}}$  May 2024 from 12.30 - 16.30

- 2. Artist will pay the transport of the orchestra to the venue to the concert
- 3. Artist will transport the instruments and music stands to the venue.

#### Article 2.

The Organizer shall provide to the Orchestra the amount of / currency ader invoice: **Total EUR 32 250,- Net** for allowances for 65 members of the orchestra and 20 members of the choir, staff, music materials printing.

The sum will be paid to the bank account of the Artist: **Bank connection of the Slovak Philharmonic/ SEPA – payment instruction** Beneficiary's (intermediary) bank/ Statna pokladnica Radlinskeho 32 810 05 Bratislava Slovak Republic IBAN: SK95 8180 0000 0070 0007 0107 BIC/SWIFT: SPSRSKBA Beneficiary's account name/ The Slovak Philharmonic Bratislava

The Organizer shall transfer the above whole cost to the bank for Artist one working day after the concert (17<sup>th</sup> May 2024) upon the receipt of the invoice, by bank transfer to the ARTIST's bank account.

- 1. Organizer shall provide the venue for the concert, technical equipment
- 2. Organizer shall provide the little refreshment prior to the concert for the orchestra
- 3. The Artist shall not record any of the concerts of this performances.
- 4. It is agreed that the performance rendered hereunder may be broadcasted, directly or by relay, within the TV and radio network, filmed, taped or recorded for publicity purposes in the period of maximum 3 minutes without additional payment to the ARTIST.

Any other TV, radio or video rights for the filming, taping or recording the entire or a segment of a concert, are subject to a separate contract.

5. In case of Force majeure, (Force Majeure shall be deemed as an act beyond the control of either Party caused by flood, earthquake, fire, accident, explosion, epidemic, strike by a third party, lockdown, riot, war or warlike actions, act of terrorism, curfew, national calamity, embargo, national mourning, hurricane, ARTIST's illness or physical disability (documented by medical documentation/evidence), acts or orders of public authorities or other cause of similar nature outside of the control of the Parties which interrupts Party's ability to perform under this agreement) when performing contractual obligations has become permanently and completely impossible for one Contracting Party, the other Contracting Party's obligation shall cease, as well. It will be considered that the Contract has been terminated by operation of law and each Party shall bear its own costs.

In case that the ARTIST has received an advance payment, the ARTIST shall refund the whole amount to the ORGANIZER.

- 6. If the agreed engagement is cancelled by the ARTIST for other reasons than Force Majeure the ARTIST shall pay to the ORGANIZER the documented expenses incurred by the cancellation.
- 7. If the agreed engagement is cancelled by the ORGANIZER for other reasons than Force Majeure the ORGANIZER shall pay to the ARTIST the documented expenses incurred by the cancellation.
- 8. The Contracting Parties shall settle disputes arising under this Contract amicably. In

case that this is not possible the Parties agree on the exclusive jurisdiction of the Civil Court in Bratislava, Slovakia.

- 9. The Artist undertakes to return 2 copies of this Contract signed by the Artist within 14 days from the date of this delivery to the Organizer or to make written comments within 7 days from the day of its delivery. After expiry of 14 days, the Organizer shall be entitled to withdraw from this Contract without any obligation towards the Artist.
- 10. Generally binding Contractual Terms and Conditions shall from an integral part of this Contract, and the Artist, by signing this Contract confirms that he/she has been familiarized with its content.
- 11. This Contract is made in 3 (three) identical copies, 2 (two) of which are to be returned to the ORGANIZER and 1 (one) kept by the ARTIST, and is considered valid when a copy signed by the AGENCY or a written statement to this effect is received by the ORGANIZER.

Bratislava, Slovakia

## For the Organizer:



Alejandro Calvo Sñanchez Operations Manager for the Artist: Slovak Philharmonic Represented by: Marián Turner, CEO

