



**International Children's Singing Festival
for Aspiring Singers**

**AGREEMENT on the creation of an artistic
performance and the granting of an exclusive
licence to use it**

2024



bonartfest.cz

v. February 7, 2024



Moonlight Production, spol. s r. o.

Company ID No.: 039 24 068

TIN: CZ 039 24 068

registered office: Biskupský dvůr 2095/8, Nové Město, 110 00 Prague 1

(hereinafter referred to as the "Producer")

and

.....

date of birth:

residing at

represented by:

(hereinafter referred to as the "Artist")

jointly enter into this

AGREEMENT

on the creation of an artistic performance and the granting of an exclusive licence to use it

Article I

Subject of the Agreement

- 1.1. The Producer organizes the Bon Art Junior Fest contest, the final gala/concert of which will take place at the Hybernia Theatre, Prague, on 23/ 10/ 2024. Audio and audio-visual recordings of the Artist's performances will be made at the concert for the presentation of the Producer and the Contest, for radio and television broadcasting and for CD and DVD production.
- 1.2. Under this Agreement, the Artist agrees to create an artistic performance at the concert - an interpretation of a musical work with lyrics to be determined by the Producer (hereinafter referred to as the "Performance"), to abide by the rules of the Contest that the Artist, through his/her legal representative, has already signed (hereinafter referred to as the "Contest Rules"), and to fulfil other obligations under this Agreement. The Artist will perform live. The Artist expressly agrees that no financial or other remuneration is due to the Artist for the creation of the Artistic Performances, the granting of the license under Article III of this Agreement, or for the performance of any other obligations under this Agreement.
- 1.3. By this Agreement, the Artist grants the Producer, as an exclusive license agreement, the right to exercise the right to use the Artist's performance in the manner and to the extent provided for in this Agreement, and the Producer undertakes to provide the Artist with appropriate conditions for the creation of the Performance in view of the specifics

of the premises of its creation. The Parties agree, in accordance with the provisions of Section 2372(2) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), that the Producer is not obliged to use the licence. The subject of the Agreement is also the determination of the mutual rights and obligations of the Producer and the Artist in the preparation, promotion and realization of the concert and the AVD.

Article II Obligations of the Artist and of the Producer

2.1. The Artist is obliged to attend the concert and rehearsals in the months set by the Producer, on dates that the Producer will notify the Artist at least 14 calendar days in advance. All preparation and rehearsal dates will be consulted with the Artists but will be mandatory.

If you are attending the final concert, the dates will be listed on the website at www.bonartfest.cz and the Artist is also obliged to accept them. The Artist is obliged to arrive for the Performance of his performance perfectly prepared and in such condition that he can give a Performance that is in line with the artistic and commercial interests of the Producer and the Organiser.

2.2. For rehearsals and concerts, the performer is required to bring all costumes and Performance items. The Artist agrees that the recording of the AVD as well as his/her live Performances will be provided with sound and lighting equipment provided by the Producer and the Organiser.

2.3. The Artist is obliged to be at the Producer's disposal throughout the concert and rehearsals at the venue as specified in the schedule of activities and as further instructed by the Producer and the Organiser. Throughout the aforementioned period, the Performer is obliged to make every effort that can reasonably be required to perform the Performance to the best of his/her ability.

2.4. The Performer is obliged to comply in full with the agreed conditions of his/her Performance, including the agreed repertoire, and to interpret the text of the script given to him/her without any changes.

2.5. In preparing and performing the artistic Performance, the Artist is obliged to perform in accordance with the instructions of the Producer and the Organiser, unless they are in conflict with the rules of the Contest or this Agreement.

2.7. The Artist is obliged to participate in promotional events designated by the Producer related to the presentation and advertising of the Contest, the Bon Art Junior Fest 2024/2025 and 2025/2026 (i.e. the next year of the Contest), without any remuneration.

Article III

Licensing Provisions

- 3.1. The Artist hereby grants the Producer permission to include his/her artistic Performances performed at the concert and any promotional events associated with the Contest unchanged or after processing or other modification in the AVD, to record them on the primary recording and an exclusive, for the entire duration of the protection of the property rights to the Performance under the Copyright Act and an unlimited license to use the Performances in the use of the AVD in accordance with §§ 13 to 23 of Act No. 121/2000 Coll., of the Copyright Act (hereinafter referred to as the "CA"), i.e. in particular:
- (a) by reproduction
 - (b) dissemination on DVD media or media produced by similar technology, in particular on all types of so-called multimedia, in particular CD plus, CD Extra, Enhanced CD, CD ROM,
 - (c) communication to the public, in particular
 - by television broadcasting (Sect. 21 of the CA)
 - by transmission of a television broadcast (Sect. 22 of the CA)
 - by operation of television broadcasting (Sect. 23 of the CA)
 - by live operation and its transmission (Sect. 19 of the CA)
 - by operation from a recording and its transmission (Sect. 20 of the CA)
 - by inclusion in electronic databases and communication by computer or similar network (Sect. 18 of the CA)
 - (d) to use the sound component of the AVD or part thereof for reproduction, distribution, including distribution of the audiovisual work in the form of a so-called premium, i.e. by attaching a copy with the work free of charge to other goods, and only to magazines or books, which is the primary object of sale, or by selling with such goods at a significantly lower price than the usual price for the sale of media with audiovisual works with similar content, lending the original or a copy and for communication to the public
 - (e) the rental and lending of the original or a reproduction
 - (f) editing the performance and the AVD with its synchronization, i.e. in particular the acquisition of any language versions, shortening, splitting, combining with other works and artistic performances in a new AVD or sound recording, interrupting the work by advertising or otherwise combining with advertising, or other modifications, in particular for the purpose of exploitation of the work. This use includes the production of new audiovisual works, including audio and audio-visual trailers and promotional spots.
- 3.2. The Producer is entitled to grant or assign the licence in whole or in part to a third party.
- 3.3. The Artist undertakes not to grant permission for the inclusion of a recording of his/her artistic Performance in another audiovisual work and not to include it in such a work himself/herself. The Artist warrants that he has not entered into such a contract prior to signing this Agreement. The Artist warrants that the right of withdrawal pursuant to Section 2378(1) of the Civil Code shall not be exercised prior to the expiration of 10 years from the conclusion of this Agreement, and the Parties agree that if the Producer decides not to release a DVD of the performance pursuant to this Agreement, this shall

not be deemed to be a failure to use or an insufficient use of the license within the meaning of Section 2378(1) of the Civil Code.

- 3.4. The Artist consents to the taking of photographs and audiovisual recordings of the Artist performing the performance by the Producer or their designees for use in promoting the Producer and their designees. The Artist further agrees that other personal attributes of the Artist may be used in a similar manner.
- 3.5. Even if it is not stated in connection with the specific uses of the performance, the Producer is always entitled to such uses as are necessary to achieve the purpose under this Agreement (i.e. in particular the proper use of the programme, the promotion of such use and all activities related thereto which are in the practice of persons carrying out similar activities as the Producer under this Agreement, or the Producer and third parties designated by them shall be entitled to use or have used the personal attributes of the Artist in the exercise of the licence under or in connection with this Agreement.

Article IV Illness of the Artist

- 4.1. If the Performer becomes so ill that he/she is unable to perform in any way and cannot be prepared for the Performance after having exhausted all possibilities and provided all possible assistance on the part of the Producer, he/she must immediately notify the Producer and provide a medical report.
- 4.2. The Artist shall immediately notify the Producer of any other obstacle that prevents the Artist from fulfilling his/her obligations under this Agreement, in particular his/her Performance. In the event that the Artist fails to fulfil his/her obligations under this Agreement and the reasons for the failure do not meet the conditions for the Producer to recognize them as a reason for the Artist's failure to fulfil his/her obligations, i.e., the Artist could or should have foreseen them or could have prevented them, or they were not of such a nature and severity as to warrant non-attendance at a concert or rehearsal or other activity, the Artist shall be liable for damages resulting from the breach of such obligations. The provisions of this clause shall also apply to breaches of the Artist's obligations set forth in Article III of this Agreement.

Article V Sanctions

- 5.1. If the Artist fails to appear for the rehearsals or concert on the dates specified in the Agreement, except for the obstacles specified in Article IV of this Agreement, the Artist shall pay a one-time contractual penalty of CZK 20,000 to the Producer.
- 5.2. In the event that the Artist fails to comply with his/her other obligations under this Agreement, in particular if the Artist fails to comply with the licensing provisions of this Agreement, the Artist shall pay the Producer a contractual penalty of CZK 20,000 for each individual breach of his/her obligations.

- 5.3. If the Artist breaches any of the obligations set out in points 2. 1 to 2. 7. of this Agreement, the Artist shall pay the Producer a one-time contractual penalty of CZK 20,000 for each individual breach of these obligations.
- 5.4. For contractual penalties agreed upon in this Agreement, the Party who is entitled to payment of the contractual penalty is entitled to claim compensation for damages if it is entitled under generally binding regulations, while the paid penalty is not counted towards the compensation and does not limit the amount of the compensation.
- 5.5. The Producer shall be entitled to withdraw from this Agreement in the event that the Artist breaches any of his/her obligations set out in this Agreement or if the Artist fails to appear at the agreed time for the Performance or fails to comply with the instructions of the Producer or the Organiser.

In the event of the Producer's withdrawal from this Agreement, the Producer shall have the right to replace the cooperation with the Artist under this Agreement by cooperation with another Artist who will be selected by the Producer as a substitute according to the result achieved in the Contest.

- 5.6. The Artist shall be entitled to withdraw from this Agreement if the Producer materially breaches his obligations under this Agreement.

Article VI Final Provisions

- 6.1. The Agreement shall be drawn up in two copies, one of which shall be given to each of the Parties.
- 6.2. The Parties shall endeavour in good faith to settle amicably any disputes or differences arising out of or in connection with this Agreement.
- 6.3. Should any provisions of this Agreement become invalid or ineffective as a result of a change in the law or otherwise, the Parties declare that the Agreement is valid in its remaining provisions, unless this contradicts its purpose or the provisions cannot be severed.
- 6.4. The rights and obligations arising from this Agreement shall pass to the successors in title of the Parties.
- 6.5. Having read this Agreement, both Parties confirm that the contents, representations, rights and obligations contained herein are in accordance with their true, serious and free intentions and that this Agreement has been entered into by mutual agreement, not in a state of necessity or on manifestly unfavourable terms.
- 6.6. Neither Party to this Agreement shall be obliged to take out insurance policies for personal property in relation to the other Party.

- 6.7. The Agreement is valid from the date of conclusion and comes into effect on condition that the Artist obtains the right to participate in the concert according to the rules of the Contest. The Agreement is concluded for a fixed term, namely for the period during which the Artist licenses the Performance rights under this Agreement, without prejudice to any other duration of certain rights and obligations arising under this Agreement, the Civil Code, the Copyright Act or any other generally binding regulation.
- 6.8. The Artist agrees that the Producer shall process and handle, in accordance with Act No. 101/2000 Coll., on the protection of personal data, the personal data and sensitive data of the Artist for the purpose of complying with the provisions of this Agreement, for the period necessary to ensure the rights and obligations arising from this Agreement. The Artist has been duly instructed in accordance with Act No. 101/2000 Coll. on the protection of personal data on the rights and obligations of both the Artist and the Producer.
- 6.9. In the event of early termination of this Agreement by the Producer, the Parties agree that in such event, the early termination shall not affect the validity of the license agreement for the transfer of the Performance rights and the Producer's right to use the Performance and arrangements shall remain, and the Producer shall be entitled to decide whether to use the Performance.
- 6.10. The Artist agrees not to disclose in any manner, during the term of this Agreement or after termination of this Agreement, any knowledge of information relating to the content of this Agreement, finances, working methods, or other matters of the Producer, Organiser, or persons associated with them, which the Artist has acquired during the term of or pursuant to this Agreement and which has been designated as confidential or which the Artist knew or should have known to be of a confidential nature. The Artist agrees not to use in any way for commercial purposes the name of the Producer, the Organiser or persons connected with them. The Artist agrees to refrain, during the term of this Agreement and thereafter, from any acts, communications or conduct that would result in discrediting or impairing the reputation or fame of the Producer, the Organiser or its affiliates, or any third parties engaged by them to perform this Agreement. The Producer agrees to maintain confidentiality during the term of this Agreement and after termination of this Agreement with respect to the contents of this Agreement, information about Artist's affairs obtained during the term of or pursuant to this Agreement that has been designated as confidential or that Producer knew or should have known to be confidential in nature. The Producer agrees to refrain, during the term of this Agreement and thereafter, from any act, communication or conduct that would result in discrediting or damaging the reputation of the Artist. In the event of a material breach of this clause 6.10 of the Agreement, the Party who breaches it (the Artist or the Producer) undertakes to pay the other party (the Artist to the Producer or the Producer to the Artist) a contractual penalty of CZK 100,000.
- 6.11. If the Artist is represented by a legal representative when signing this Agreement because he/she does not have full legal capacity due to his/her minority, he/she signs this Agreement simultaneously as a sign of his/her consent to its contents in case its conclusion would fall within his/her (limited) legal capacity and also as a sign of his/her

consent to the Performance of the contract for the period for which the rights and obligations are agreed upon in the Agreement.

6.12. This Agreement may only be amended or supplemented in writing by agreement of both Parties. The Parties hereby exclude the application of the provisions of Section 1740(3) of the Civil Code, which provides that an Agreement is concluded even if there is no complete agreement of the Parties' intentions. The Parties declare that they have incorporated everything they wanted into the Agreement and that everything else was immaterial to them. The Parties further declare that they have assumed the risk of a change in circumstances occurring after the conclusion of the Agreement and of disproportionate delay in the event of mutually provided performance, and therefore exclude the application of the provisions of Sections 1765, 1766 and 1793 of the Civil Code.

In Prague on

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Artist's Representative

.....
Producer

.....
Artist