



Lease contract

č. S2022/02785/00

Czech Radio

Established by Law No. 484/1991 Col., On Czech Radio,
Seat: 12 Vinohradská Street, CZ – 12099 Prague 2,
Represented: Mgr. Jiří Hošna, ředitel Komunikace obch. a vněj. vztahů

ID No. (IČ): 45245053, Tax ID No. (DIČ): CZ45245053,
(hereinafter referred to as “**the lessor**”)

and

Štátna filharmónia Košice

Seat: Moyzesova 66, 040 01 Košice 1
Represented by: Lucia Potokárová – generálna riaditeľka
Place of Tax residence: Slovenská republika
Certification on the tax- payer’s residence: No
Person liable to tax: Yes
Czech VAT No (if exists)
For lessee from EU Member States and European Economic Area countries,
Tax Id. No. / VAT No.: IČO: 00164 844, DIČ: 2020762535, IČ DPH: SK2020762535

(hereinafter referred to as “**the lessee**”)

(hereinafter together referred to as “**the parties to the contract**”)

have concluded on the date stated below the following Lease Contract (hereinafter referred to as “**the contract**”):

1. The object named in this article is/are the score/scores (score and vocal parts) of the following work of art:

Location Number: **O 00875**

Author: **F. Škvor** Title: **Zem zpieva**

Sheet Music Specification: **1x score, complete harmony, string parts, chorus parts**

(hereinafter referred to as “**the lease object**” or “**the work**”)

Form of Delivery of the Lease Object: Date of Delivery: **31. 3. 2022**

2. The lessor undertakes to leave the work to the lessee for the temporary use and the lessee undertakes to pay the rent for the lease of the work to the lessor.
3. The beginning of the lease period is hereby specified as the delivery date of the work; whereas the delivery of the work to the lessee is considered as a current facilitation of dispose of the work and the factual handover of the work to the address of the lessor listed in the title of the contract, eventually in another place specified by the lessor, or by mail. The delivery shall be documented by a delivery report in the case of a personal transfer. In the case of mail delivery, the parcel is considered as delivered at the moment of the completed transfer of the parcel containing the work.
4. The parties to the contract have agreed that the risk of damage of the lease object passes to the lessee at the moment of delivery date pursuant to the previous article.
5. The lessee must not copy or multiply the score in any way (by print, by hand, etc.); the lessee must not transfer the work to any third person or use the work in any way unspecified in this contract. The exception of such a duty of the lessee is the abandonment of the work in justified and appropriate way to the performers who will be about to perform the work and therefore need the work for the

previous separate working up. In case the lessee does so then the lessee is obliged to ensure keeping the provisions of the contract by the performers and the lessee is responsible for the keeping this duty to the lessor. The lessee is obliged to report the use of the work according to the score to a collective administrator for music works rights.

6. The work introduced in article 1 of this contract can be used in the following way and on the following date: **dvě veřejná provedení ve dnech 22. 04. 2022 v Dome umenia v Košiciach a 4. 7. 2022 v Dome umenia v Piešťanoch**
7. The lessee is hereby contracted to return the work to the lessor by **30. 7. 2022** to the following address: Cesky rozhlas, Vinohradska 12, 120 99 Praha 2, Czech Republic The Period of the Lease ends in the Day, which is written in this Provision.
8. The rent for the work specified in article 1 is hereby assessed as follows: **Euro** (in words: **Euro**) + postage and packing + the appropriate Value Added Tax according to the Czech law. A tax document will be issued by the lessor within 15 days of the signing of this contract. The rent is due within 30 days of the tax document delivery. In the case that the lessee does not make use of the lease object for the purposes stated in par. 3 of this contract and reports it in writing to the lessor within 7 days after the planned performance, the lessor will offer a 50% discount of the price stated in this paragraph. The lessor will issue an altered tax document on the day of delivery of the returned lease object. In the case that the payment has already been received from the lessee, the lessor will send the amount in question to the lessee's bank account within 20 days of the tax document delivery date. If the payment has not been received, the lessee will discount the lease payment according to the rules stated above and will send the appropriate remaining amount to the lessor. If the payment has not yet been sent, the lessee will subtract the discount from the rent and pay the remaining amount of the rent.
9. In the case that the lessee violates the commitments specified in par. 5 to 6 of this contract, or in the case of a loss, destruction, or irretrievable damage, the lessee is obliged to pay to the lessor a contractual fine of 50.000,- CZK for each individual case of violation. Should article 7 of this contract be violated, the lessee is obliged to pay to the lessor a contractual fine equal to the rent specified in article 8 of this contract for every started month after the due date specified above as the return date of the lease object. The settlement of contractual fines does not rule out the obligation to cover the damage costs caused.
10. In the case that the lessee causes any damage to the lease object, they are hereby obliged to eliminate the damage or to cover all the resulting costs.
11. The lessee is obliged to provide on lessor's demand two free tickets for the performance where the object of the contract was used. **The Lessee is obliged to inform in the Program booklet of the event, in which was used the lease object, full name of the Publisher of the Work- Czech Radio, if Czech Radio is the Publisher of the Work**
12. If the lease object contains a work of art protected by copyright, both the parties to the contract explicitly declare that this contract is not a licence contract, and does not entitle the lessee to use the protected work of art contained in the lease object.
13. This contract abides by the rule of law of the Czech Republic, especially by the Act No. 89/2012 Coll., the Civil Code.
14. This contract can only be changed by a written amendment signed by both the parties to the contract.
15. This contract is issued in **two** copies that are considered original. One copy is issued for the lessee and **one** for the lessor.
16. The parties to the contract declare that this contract has been concluded out of free will; that both the parties have read the contract; and that they agree with its contents.

In Prague on

In **Košicích** on

the lessor

the lessee

**Mgr. Jiří Hošna, ředitel Komunikace obch. a
vněj. vztahů**

Škarda Robert - ODSOUHLASENO