

ARTISTIC PERFORMANCE CONTRACT

BY AND BETWEEN

On the one hand, Mr. Valentí Oviedo Cornejo, in his capacity as Director General of the **FUNDACIÓ DEL GRAN TEATRE DEL LICEU**, with Tax Identification Number G-60754223 and address at La Rambla number 51-59 in Barcelona (08002), by virtue of the power of attorney granted before the notary of Barcelona Mr. Manuel-Àngel Martínez García on 19 April, 2018, under number 1,076 of his protocol, hereinafter "EL LICEU" or "FGTL".

And on the other hand, Mr. Daniel Song, in his capacity as Interim Chief Executive Officer, Chief Operating Officer of the **LOS ANGELES PHILHARMONIC ASSOCIATION**, a California non-profit corporation, with US registration number 95-1696734 and address at 151 South Grand Avenue, Los Angeles, CA 90012 USA, hereinafter the "TENDERER".

Both parties mutually recognise each other as having sufficient capacity to contract and bind themselves, and therefore agree to enter into this contract in accordance with the following covenants.

THEY DECLARE

I.- The FGTL is a private Catalan cultural foundation whose main purpose is to promote and carry out initiatives to promote and strengthen culture and, more specifically, operatic culture, the cultivation of which is historically one of the distinctive elements of Barcelona, and which has enabled the Gran Teatre del Liceu to be accredited as a benchmark in the operatic world.

Within the framework of the Foundation's own purposes, it must organise the Theatre's regular seasons. To this end, it has the need to contract the artistic services of the TENDERER comprising Mr. Gustavo Dudamel, as Conductor and Musical Director, the singers Patrick Blackwell, Shenyang, Andre Staples, Tamara Wilson, James Rutherford, Gabriella Reyes and David Portillo, the Coro de Manos Blancas chorus and the Los Angeles Philharmonic Orchestra (hereinafter, the COMPANY), for the performance of the opera "FIDELIO" by Ludwig van Beethoven, in semi-staged concert version, together with the Chamber Chorus of the Palau de la Música and the Chorus of the Gran Teatre del Liceu within the programme for the season 2023-2024.

II.- For this purpose, the FGTL has convened a negotiated contracting procedure without advertising or competition, in accordance with the provisions of Article 168 a) 2, for artistic reasons, of Law 9/2017, of 8 November, on Public Sector Contracts.

III.- The Los Angeles Philharmonic Association is the enterprise that exclusively represents the aforementioned COMPANY in Spain.

IV. Following the corresponding procedures, the Contracting Body of the Fundació del Gran Teatre del Liceu has adopted the agreement to award the contract for the artistic performance of the opera "FIDELIO" in concert version to the COMPANY comprising Mr. Gustavo Dudamel as Conductor and Musical Director, the singers Patrick Blackwell, Shenyang, Andre Staples, Tamara Wilson, James Rutherford, Gabriella Reyes and David Portillo, the Coro de Manos Blancas chorus and the Los Angeles Philharmonic Orchestra, through the Los Angeles Philharmonic Association, as the exclusive representative of the COMPANY in Spain.

V.- The TENDERER has certified before the Contracting Body its capacity and legal capacity to contract and bind itself, specifically for the awarding of this contract.

VI.- In view of the foregoing, the two parties hereby formalise this contract, which is subject to the following,

CLAUSES

FIRST.- SUBJECT

The subject of this contract are the artistic services related to the **ARTISTIC PERFORMANCE OF THE OPERA "FIDELIO" IN SEMI- STAGE CONCERT VERSION BY THE COMPANY**, represented exclusively in Spain by the "LOS ANGELES PHILHARMONIC ASSOCIATION".

The COMPANY comprises Mr. Gustavo Dudamel as Conductor and Musical Director, singers Patrick Blackwell, Shenyang, Andre Staples, Tamara Wilson, James Rutherford, Gabriella Reyes and David Portillo, the Coro de Manos Blancas chorus and the Los Angeles Philharmonic Orchestra.

Period: May 25 to 27, 2024

Concert dates: Sunday, May 26 (at 5:00 pm) and Monday, May 27 (at 7:30 pm), 2024.

Venue: Gran Teatre del Liceu de Barcelona.

The concert will last approximately 2 hours and 15 minutes.

This contract will be executed subject to the following documentation which is attached and which is of a contractual nature:

- Specific administrative clauses (Annex I).

SECOND.- PRICE, INVOICING AND METHOD OF PAYMENT

PRICE

The TENDERER will receive the overall and maximum amount of 400,000.00 USD (FOUR HUNDRED THOUSAND US DOLLARS) at a rate of 200,000.00 USD for each of the 2 concerts.

The price includes the fee for the transfer of rights agreed in this contract, including the rights of the creative team composed by Stage director and concept Alberto Arvelo, Co-stage director Joaquín Solano, Costume designer Solange Mendoza, Lighting designer James F. Ingalls, Choreographers Colin Analco and Natasha Ofili.

INVOICING AND METHOD OF PAYMENT:

The LICEU will pay the fee by bank transfer in favour of the LOS ANGELES PHILHARMONIC ASSOCIATION **in accordance with the method of payment established by the LICEU**, on presentation of the corresponding invoice to [REDACTED]

Two payments will be made, 50% at the signing of this contract and the rest during the week following the performance of the opera in concert version.

OTHER EXPENSES: Other expenses that may derive from the performance of the show, including travel, transfers and accommodation, will be the responsibility of the REPRESENTATIVE/APPOINTEE or of the COMPANY, according to the agreements established between them.

THIRD.- OBLIGATIONS OF THE TENDERER

The TENDERER, as exclusive representative of the COMPANY in Spain, will be responsible for the fulfilment of the following obligations:

1. Making the services of the COMPANY available to the LICEU for the performances of the concert version of the opera indicated in the first clause.
2. Ensuring that the COMPANY complies with the following conditions:
 - a- To respect the artistic specifications and the title of the opera concert version expressed in the first clause, so that any change in the specifications or in the programme will be mutually agreed.



- b- To provide a fully staged concert version of the opera and to assume artistic responsibility for the performance and/or interpretation.
- c- The COMPANY has the following obligations to the LICEU:
 - To work harmoniously with the Artistic Direction, Production and Technical Direction of the LICEU.
 - To respect the artistic and technical planning of the LICEU.
 - To abide by the LICEU's internal operating regulations.
 - To accept and comply with the customs of Catalonia and the legislation in force.
 - To be present in Barcelona on the dates agreed with the Artistic Direction.
 - To not leave the city of Barcelona during the period referred to in the first agreement without the prior written permission of the LICEU.
 - To not participate in any public event related to the subject of this contract (conferences, press conferences, etc.) without the written permission of the LICEU during the period referred to in the first clause.
 - To complete all the procedures and formalities necessary to obtain (where applicable) passports, authorisations and all the documentation necessary for the trip and performances in Barcelona.
 - To the best of its knowledge, the Company's representative guarantees that all the persons who form part of the Company, neither at the time of leasing their services nor throughout their provision, have not and will not have formalised any type of contract, pre-contract or document, nor any verbal commitment that may affect, limit or condition the fulfilment of the obligations of this contract, in such a way that the services of all of them will be available on the agreed dates to carry out the assignment hereby entrusted to them. However, in the event that this is not possible for any reason (illness, injury, absenteeism, etc.), the REPRESENTATIVE or TENDERER undertakes to anticipate and resolve, in agreement with the theatre, any possible eventualities that may arise, so that rehearsals and performances can be carried out normally.
- 3. The TENDERER will be responsible for settling the costs of fees, visas for the COMPANY's artists, as well as any other necessary expenses.
- 4. The TENDERER declares that the COMPANY is in possession of all the administrative authorisations and permits for the activity to be carried out.

FOURTH.- OBLIGATIONS OF THE LICEU

The LICEU undertakes to comply with the following obligations:

- Organisation of the concerts within the framework of the artistic season in which it is programmed, making available to the TENDERER and the COMPANY, and in perfect working order, the stage space to be used during the set-up, in the event that the show requires it, rehearsals, if established, and performances.
- To make available to the COMPANY the technical equipment necessary for the stage/auditorium according to the technical needs agreed with the TENDERER.
- Loading and unloading of the material in Barcelona, as well as the necessary stage personnel costs generated, where applicable, for set-up and dismantling, if this has been established in the second clause.
- Reception of the public, ticket sales and security service.
- To make available the instruments, props or other elements necessary for the show as agreed with the TENDERER and defined, where appropriate, in the first clause.
- The organisation of the necessary communication and publicity events for the concerts that is the subject of the contract.



- The inclusion in the programme of the logos of the organisations that, where appropriate, support the project.
- The inclusion in the programme of the names of the members of the COMPANY, as agreed with the LICEU.
- To make available to the TENDERER and/or the COMPANY 20 complimentary tickets and 55 tickets available for purchase by TENDERER for each concert that are the subject of this contract as established in clause SIX. The TENDERER and/or the COMPANY will request these tickets confirmed and/or bought at least one week before the concerts, if they are not requested, the Liceu reserves the right to offer the tickets for sale.
- The technical development of the show will be carried out, according to the agreement of the two parties, in accordance with the Technical Specifications and the Work Plan of the LICEU's Artistic Direction.

FIFTH.- ORGANISATION AND OPERATION OF THE SHOW

All matters relating to the organisation and operation of the concerts will be governed by the LICEU's customary practices, and the exclusive responsibility of the COMPANY's representatives will be to carry out actions aimed at the best possible development of the concerts.

SIXTH.- TICKET PRICING POLICY

The LICEU is exclusively responsible for the pricing policy and box office income.

SEVENTH.- TRANSFER OF AUDIOVISUAL RIGHTS

By virtue of this contract, the TENDERER/the COMPANY authorises the LICEU to:

- a) Make an audio-visual recording of the scheduled performance solely for the purpose for its archives and for no other use, as set forth in TENDERER'S Addendum and separate media waiver.
- b) Use a fragment of up to three (3) minutes of said recording exclusively for news purposes as set forth in TENDERER'S Addendum and separate media waiver.
- c) With prior written authorisation from the TENDERER, and subject to signing Company's separate media waiver, to broadcast this fragment of up to three (3) minutes in length on social media and institutional channels owned by the LICEU, as set forth in TENDERER'S Addendum and separate media waiver.

For any other unspecified use, the LICEU must obtain the express written consent of the TENDERER.

For its part, the LICEU undertakes to:

- a) Provide the TENDERER with a digital copy of the archive recording, which the TENDERER may keep for their own personal archive.
- b) Allow the COMPANY to exploit previously authorised recordings on its own social media or its own channels for the purposes of promoting the concerts and/or the Company.

EIGHTH .- BROADCASTING

If applicable, the TENDERER/COMPANY may exclusively grant to the LICEU -with the right to transfer them to third parties- the live or deferred broadcasting rights for the opera in concert version only for the following media, subject to additional fees and a separate broadcast media agreement between LICEU and TENDERER/COMPANY and Gustavo Dudamel and the other members of the Company (i.e., performers):

CATALUNYA MÚSICA and RADIO CLÁSICA for live radio broadcasting and after informing the TENDERER.

CATALUNYA MÚSICA and RADIO CLÁSICA for deferred broadcasting with the following limitations:

- Unlimited repetitions for a maximum period of two years from the date of the concert as set forth in such separate broadcast media agreement between the parties.
- The possibility of streaming (also ON DEMAND) without a download option for a maximum period of one month from the date of the concert.

UER: Broadcasting by two EBU member broadcasters, each of which may broadcast the concert only once on a deferred basis. These two potential broadcasts would take place within two years of the date of the concert.

The transfer is subject to additional fees and a separate broadcast media agreement between LICEU and TENDERER/COMPANY and Gustavo Dudamel and the other members of the Company (i.e., performers). The rights assigned would include the rights of use by public communication via broadcasting, satellite communication, the Internet (streaming online, streaming on demand) or any other means of sound broadcasting, including the European Broadcasting Union (EBU) and all rights included in and derived from membership of that organisation. For any other unspecified use, the LICEU must obtain the express written consent of the TENDERER.

NINTH.- PHOTOGRAPHIC IMAGE RIGHTS

The COMPANY authorises the LICEU to take photographs of the members of the COMPANY in the Theatre during their performances, subject to all appropriate consents and permissions as set forth in TENDERER'S Addendum and separate media waiver. These images must always be validated by the COMPANY or the TENDERER, and each performer as applicable. The use of these images, regardless of their purpose, will always be not-for-profit and can be used for promotional purposes of the concerts only.

Under no circumstances is the commercial exploitation of the image or any recording of the COMPANY authorised.

For its part, the LICEU undertakes to provide the COMPANY with a copy of the photographs expressly validated by the latter and expressly authorises COMPANY to use them for promotional and archival purposes.

TENTH.- LABOUR AND TAX OBLIGATIONS

1. Throughout the entire duration of the contract, the TENDERER must be up to date with the corresponding obligations as an enterprise in terms of tax, labour, social security and health and safety, and will be strictly and rigorously liable exclusively and with the LICEU bearing no responsibility whatsoever for non-compliance with any of these obligations.

Likewise, it undertakes to ensure that the COMPANY and its members are up to date with any tax, labour and social security obligations that may correspond to them, including those of all the technical and/or artistic team so that they may contribute to the show that is the subject of the contract, guaranteeing that the members of the COMPANY have no relationship or employment relationship with the LICEU, exempting the latter from all liability.

2. The TENDERER must provide the LICEU with a positive certificate confirming that it is up to date with its tax obligations, issued by the Authorities for the purposes of compliance with Article 43.1.f of the General Tax Law 58/2003 of 17 December, at any time it is required to do so.

3. In accordance with Law 54/2003, of 12th December, on the reform of the regulatory framework for the prevention of occupational risks and by Royal Decree 171/2004 of 30th January, which develops Article 24 of Law 31/1995 of 8th November on the prevention of occupational risks, the TENDERER and the Company are obliged to comply with the regulations in force on the prevention of occupational risks.

ELEVENTH. -SPECIFICITY OF THE RELATIONSHIP BETWEEN THE FGTL AND THE WORKFORCE OF THE TENDERER AND BETWEEN THE FGTL AND THE COMPONENTS OF THE COMPANY

Both parties expressly state that no labour or dependency relationship is created between the workforce of the TENDERER and the FGTL, and the TENDERER is responsible, in its capacity as employer, for all the duties and obligations deriving from its labour relationship with its workers with full indemnity for the TENDERER.

Likewise, no employment or dependency relationship is established between the members of the COMPANY and the FGTL, and the COMPANY is responsible for the duties and obligations of its members or, as the case may be, the members of the same according to the organisational regime established with the company, with full indemnity for the FGTL.

The TENDERER undertakes to submit to the LICEU the A1 or E101 forms of all the members of the Company or the documentation accrediting that all the members of the COMPANY are registered with the social security during their stay in Barcelona and comply with the obligations corresponding to them with the Tax Agency.

TWELFTH. - TERM

The term of this contract will begin on the date of its formalisation and will end after the performances of the opera in concert version, which will take place on May 26 and 27, 2024.

THIRTEENTH. - TERMINATION OF THE CONTRACT.

1.- Without prejudice to that established in the administrative specifications, the following will be causes for termination of the contract:

- a) The death or supervening incapacity of the TENDERER or the extinction of the legal personality of the other party, without prejudice to that established in Article 98 of the Public Sector Procurement Act (Ley de Contratación del Sector Público; LCSP) with regard to the succession of the contractor.
- b) Mutual agreement between the TENDERER and the FGTL.
- c) The transfer of the contract, or the subcontracting or transfer of the services to a third party that contravenes the provisions of the tender specifications.
- d) Any serious breach of the obligations in relation to the FGTL that is not immediately remedied once the incident has been communicated.
- e) That specified in the applicable regulations.
- f) Incurring, on the part of the TENDERER, any of the contracting prohibitions foreseen in the LCSP.

The concurrence of any of the causes indicated in this clause will have immediate effect from its communication by one of the parties, without prejudice to the actions, claims or appeals that the other party may have.

2.- Likewise, the dissolution or extinction of FGTL shall be a cause for the termination of the Contract, whatever the causes of such events may be.

3.- In the event that the subject matter of the contract cannot be carried out for reasons attributable to force majeure, it will be terminated without the parties being able to claim any damages or any other compensation from one another, except FGTL shall be responsible for reimbursing TENDERER for any and all actual expenses incurred prior to termination as it relates to this contract. In order to accredit the existence of force majeure, the party alleging it must notify the other party within a period of no more than five days, as well as the impossibility of carrying out the performance that is the subject matter of this contract as a consequence of such cause.

Cases of non-fulfilment due to illness, physical impossibility or other similar cases shall only be considered force majeure upon accreditation of the same by the TENDERER or the COMPANY.

In the event of the aforementioned circumstances, the TENDERER must return to the LICEU any amounts it may have received as an advance payment, less any actual expenses occurred by TENDERER

FOURTEENTH.- ADDRESS FOR NOTIFICATIONS

For all purposes provided for in this contract, the legal domicile of the parties for all kinds of requirements and notifications made by one party to the other shall be understood to be that which appears at the beginning of this contract as their own, and the parties expressly assume the obligation to notify the other party of any change of domicile that they may make. In addition, each party shall send any notices related to this contract to the other party via email as a courtesy. If to TENDERER: Mona Patel, General Counsel, [REDACTED]. If to LICEU: Meritxell Penas Rubio, Artistic and Production Direction, [REDACTED].

FIFTEENTH.- CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

Both parties must comply with the principles of lawful processing established in Article 5 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April, 2016, on the protection of individuals with regard to the processing of personal data, and not disclose or disseminate data relating to the processing of personal data owned or managed by either party. The TENDERER undertakes to comply with the Information Security requirements of the LICEU in the development of the products and/or services it provides.

Likewise, we inform the TENDERER that the personal data of its representative will be processed under the responsibility of the LICEU in order to manage the present contractual relationship, and will be kept for as long as there is a mutual interest in doing so; it will not be passed on to third parties, unless there is a legal obligation to do so. You may exercise your rights of access, rectification, portability, deletion, limitation and opposition by sending a message to RGPD@liceubarcelona.cat and if you consider that the processing does not comply with current legislation, you may file a complaint with the Catalan data protection authority at apdcatal.gencat.cat.

The TENDERER and the COMPANY are bound to the duty of secrecy and must respect the confidential nature of all information, data or background information which, not being public or common knowledge, is related to the subject of the contract or which they become aware of on the occasion of the same, or which is expressly so indicated by LICEU, or which by its very nature must be treated as such. This duty of confidentiality must be maintained for a minimum period of 5 years from the date of execution of this contract. Failure to comply with the provisions of this clause will entitle the breaching party to compensation for any damage incurred.

SIXTEENTH. - APPLICABLE LEGISLATION AND JURISDICTION.

This contract is considered a private contract, in accordance with Article 26.1.b of the LCSP.

The administrative litigation jurisdiction is the competent court for resolving any legal disputes that may arise in relation to the preparation, awarding and modification of this contract. The purposes and termination of the contract will be governed by Spanish civil and commercial law, with the express exclusion of labour law.

In the event of any disagreement between the parties regarding the interpretation or execution of the contract, an attempt will be made to resolve the matter amicably. If this is not possible, both parties, waiving their own jurisdiction, will submit to the jurisdiction of the Courts of Barcelona.

And in proof of their agreement, the parties hereby sign this contract electronically, for a single purpose.

SEVENTEETH. – TENDERER'S ADDENDUM

Additional terms and conditions for the TENDERER/COMPANY relating to these concerts are set forth in the attached Addendum which are hereby incorporated by reference as a part of this contract. In the event of any conflict of the terms and conditions contained in this contract and TENDERER'S Addendum, the terms and conditions contained in the Contract will govern. By signing below, LICEU confirms that LICEU has read and agreed to be bound by such terms and conditions.



Gran Teatre del Liceu

FUNDACIÓ GRAN TEATRE DEL LICEU DE BARCELONA

LOS ANGELES PHILHARMONIC ASSOCIATION

Valentí Oviedo Cornejo
Director General



Daniel Song
Interim Chief Executive Officer, Chief Operating Officer

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2024-05-09 07:00:06 UTC

ID Proceso de firma electrónica avanzada: a562407a-c7f6-4718-a70a-422ff01ad99
Documento firmado electrónicamente a través de Signaturit, Solutions, S.L. en 09/05/2024 07:00:10 UTC



Addendum to the Artistic Performance Contract

LOS ANGELES PHILHARMONIC ASSOCIATION

151 South Grand Avenue, Los Angeles, California 90012

LICEU agrees to furnish the following at its own expense.

A. **PAYMENT:** Per contract.

B. **FACILITIES:**

- (1) Auditorium. LICEU agrees to furnish, at LICEU's expense, the auditorium in which the concerts are to take place, said auditorium to be suitably lighted, heated, cleaned and staffed, including, without limiting the generality of the foregoing, ushers, ticket sellers, ticket takers, all necessary attaches and special police, stage door person, and license (if any required). LICEU agrees to furnish, at LICEU's expense, the auditorium in which the concerts are to take place for rehearsal on the days of performance, or other day(s) by mutual agreement, as necessary.
- (2) Stage. 2,000 to 2,400 square feet of stage; regular symphony set (riser requirements to be advised). 110 straight-back chairs without arms, and 80 music stands (TENDERER will advise if additional chairs and/or stands are required by repertoire to be performed). The LICEU will set- up and light the show on May 25th 2024 from 8:00 to 15:00 . The setup includes the implantation previously agreed with the TENDERER i(orchestra shell, risers, sides and back of the stage). Sufficient room backstage on or about the stage level for twenty (20) large instrument cases (harps, basses, drum cases, etc.) and equipment trunks. Several large tables for small instrument cases to be available for set-up after loading in.
- (3) Lighting and Temperature. Overhead white lighting acceptable to the representative of the TENDERER. The intensity of the lighting must average a minimum of 120 foot candles, evenly distributed over the stage area. The stage for rehearsals and the concerts to have a temperature of no less than 70 and no more than 75 degrees Fahrenheit.
- (4) Parking. Parking space and or loading docks should be reserved at the stage entrance for the instrument truck on arrival and departure, and for COMPANY's car(s) and musicians' buses immediately prior to and following rehearsal and/or concerts.

C. **BACKSTAGE PERSONNEL:**

- (1) Stagehands and Loaders. Stagehands according to local and union yellow card requirements, ready and available to set the stage at the appointed hour for unloading the instruments and to work the concerts. Minimum of four stagehands, to include one electrician and one property man. In cities where union stagehands customarily are used for attraction, the requisite number of stagehands ordinarily appears as per union instructions and must be paid for by the LICEU. Otherwise, the LICEU must arrange and pay for the requisite number of non-union stagehands needed for the presentation of the concerts. LICEU agrees to assume all costs for stagehands, whether union or non-union. For the load-in and load-out, a minimum of four (4) loaders to be furnished and paid by the LICEU.

(2) Security. Backstage security from time of load-in until completion of load-out.

D. DRESSING ROOMS

(1) Dressing Rooms.

- 1 clean, private dressing room with lavatory facilities, near the stage, for the Conductor
 - 1 clean, private dressing room with lavatory facilities for each of the soloists, if any.
 - 1 clean, private dressing room for the Concertmaster.
 - 1 large dressing room for 40 female Orchestra members.
 - 1 large dressing room for 70 male Orchestra members.
- (2) All dressing rooms to be furnished and with mirrors. Coat racks and hangers in musicians' dressing rooms sufficient for the number of female and male musicians specified above.
- (3) All dressing rooms to be in the same building as the concert hall stage, on the same floor or with easy access to stage.
- (4) Lavatories in each dressing room as requested above and in or near musicians' dressing rooms. Each lavatory cleaned and supplied with hot and cold running water, soap, fabric towels, toilet and toilet tissue.
- (5) Easy access to drinking water. Hot coffee and tea to be available to Orchestra musicians thirty minutes prior to the concerts and through intermission, and hot tea and coffee one half hour before the concerts for the Conductor and soloist(s) in their dressing rooms and through intermission.

E. **REHEARSALS:** Stage and auditorium daytime rehearsal on May 25th from 16:00 to 21:00 and on May 26th from 11:00 to 13:30.,

F. **STARTING TIME:** The concerts will not start later than five (5) minutes past publicly announced starting time except by mutual agreement. If there is only one intermissions, it will last thirty (30) minutes, and if there is more than one intermission, one of them will last 30 minutes and the other one will be fixed by by mutual agreement.

G. **PIANO:** In the event that TENDERER advises LICEU that any pianos are required for the concerts, either within the Orchestra or by soloist(s) or both, LICEU agrees to furnish the 9 foot concert grand piano(s) in good playing condition, evenly regulated, evenly voiced and properly tuned (A=442 pitch) no later than two hours before the concerts and rehearsal, if any. If there is a piano soloist, piano technician shall be employed to standby during each concert, at LICEU's expense. Orchestra's piano affiliation: Steinway

H. **PUBLICITY:** LICEU agrees that it will be responsible for all marketing and publicity of the concerts and will make its best efforts to adequately market and advertise same. LICEU agrees to use only those promotional materials provided by and/or approved by TENDERER, including without limitation, any photographs, biographies and recordings (if provided) of TENDERER's conductor, Orchestra musicians or any other members. Use of any other materials shall be subject to TENDERER's prior written approval in each instance.

I. **PROGRAMS AND PRINTED MATERIALS:** LICEU agrees that the program(s) for the concerts will be selected by the TENDERER, whose decisions shall be final. No soloist for the concerts will be engaged without written consent of TENDERER. All brochures, advertising and programs shall state: "Programs subject to change." Any program change shall be without penalty or fee reduction to TENDERER.

- (1) LICEU agrees, at its own expense, to print and distribute a sufficient quantity of cast sheet conforming with the program furnished by TENDERER.
- (2) LICEU agrees to furnish 20 copies of cast sheet for said concerts to be given to TENDERER's Librarian backstage before the start of the concerts. LICEU will also furnish five copies of all posters and other materials used in the promotion of the concerts.

J. DIGITAL PROGRAM CREDITS:

- (1) LICEU agrees to provide appropriate credit to any tour sponsor(s) and/or underwriter(s), whether a commercial or non-commercial organization(s), such credit to appear in all advertising display materials and house program in form and substance as requested by TENDERER.
- (2) The program page of the digital program book shall include appropriate crediting of TENDERER tour sponsor(s) and/or underwriter(s). LICEU agrees to print credit lines, as submitted by TENDERER, on program page including, but not limited to (a) tour sponsor(s), (b) piano, (c) recording companies, and (d) tour management.
- (3) The credit line must always appear in a font size no less than equal to other credits, in prominent size and position. Where included throughout the program, the sponsor(s) and/or underwriter(s) logo(s) must be equal in size to any other sponsor(s) listed in the program. This applies to all printed materials, notably the concert program book.
- (4) LICEU shall afford TENDERER the opportunity to purchase advertising space in program book prior to printing.

K. RESTRICTIONS:

- (1) LICEU agrees that no concerts or rehearsal is to be recorded, broadcast, televised, photographed or otherwise extended beyond the auditorium without the prior written consent of TENDERER and will take all reasonable measures to assure that there will be no violation of this provision, except TENDERER shall permit LICEU to bring in members of the press during one (1) agreed upon rehearsal and during the performances for news/reporting purposes only, subject to execution of a waiver by LICEU acknowledging that use of the press photographs and any/all materials contained therein shall be restricted to the uses described and outlined in the waiver. In addition, LICEU shall be permitted to record the performances for its archival purposes only, subject to execution of a waiver by LICEU acknowledging that use of the archival recording and any/all materials contained therein shall be restricted to the uses described and outlined in the waiver. Lastly, LICEU shall be permitted to photograph the premiere performance for promotional purposes of the performances only, subject to execution of a waiver by LICEU acknowledging that use of the photographs and any/all materials contained therein shall be restricted to the uses described and outlined in the waiver. TENDERER shall have the right to receive a digital link to recordings and/or photography of the performances.
- (2) LICEU agrees to include on either the (a) printed program and on program page or (b) on placards at each entrance to the hall or (c) on each ticket a statement in substantially the following form:

"The taking of photographs and the use of recording equipment during
this performance are strictly prohibited."
- (3) The use of audio and other recordings are governed by TENDERER's addendum with the Orchestra and the American Federation of Musicians. Any payments due to Orchestra musicians arising from LICEU's use of such recordings will be paid by LICEU immediately upon receipt of written billing or invoice from TENDERER.

(4) LICEU agrees that no concert will be utilized as a benefit, fundraising event, or other such function without prior written consent of TENDERER.

(5) LICEU agrees not to arrange any open rehearsal without TENDERER's written agreement.

L. **TICKETS:** Per contract

M. **CONDUCTOR:** It is understood and agreed that TENDERER will not be held liable for damages in the event of the conductor's inability to conduct the concerts due to illness, accident or personal issues, and that LICEU will accept such substitute conductor as may be provided by TENDERER. The same provisions shall apply to any soloist(s).

N. **INSURANCE AND INDEMNIFICATION:**

FUNDACIO DEL GRAN TEATRE DEL LICEU, hereafter, FGTL, agrees to certify the subscription of a civil liability policy (*) whose coverage includes the celebration of the concerts that are the subject of this contract, as part of its artistic and performing activity, with a maximum insured capital of 7,000,000.00.-€ that corresponds, at the same time, to the maximum indemnity limit per claim (if there was only one) or in aggregate (sub-limit), if a set of them must be dealt with.

(*) The scope of the civil liability coverage is LOCAL (considering as local: The European Economic Area -members of the European Union, Iceland, Liechtenstein, Norway and Andorra-), given the local nature of its artistic and stage activity as well as the scope of its services, notwithstanding that during said provision it could be irrefutably proven the civil liability of the FGTL in an incident that could have affected a non-resident third party who had filed a claim for said concept, in which case, the corresponding compensation would be addressed.

The FGTL, also agrees to certify the insurance of those instruments that, prior agreement between the parties, were necessary to ensure the best quality and optimal outcome of the concerts, by their inclusion in its property damage insurance policy, for their stated value and within the scope of the conditions established in this contract, from the moment of their collection, transport, stay an return, committing to list each and every one of the owners as loss payees on the insurance policy's declarations page and therefore entitled to receive claim payments before the policy owner due to a financial interest in the insured property.

O. **AUDIENCE SEGREGATION:** LICEU represents that there are no rules of the LICEU, the performance hall, or laws or ordinances of any governmental or other agency, state or local, which require, permit or encourage the segregation of races in the audiences. If, when TENDERER arrives to perform hereunder, the audience to which the COMPANY is to perform is in fact segregated, the TENDERER shall have the right to cancel the concerts immediately and in such an event LICEU shall remain liable to TENDERER for full compensation hereunder.

P. **FORCE MAJEURE:** Per contract.

Notwithstanding the foregoing, should TENDERER be prevented from performing its duties due to a labor dispute by its employees, both LICEU and TENDERER shall be relieved of their obligations hereunder, and TENDERER shall return any monies paid to it by LICEU, and LICEU shall have to further right or claims in equity or at law against TENDERER.

R. **MODIFICATION:** No modification or waiver of any of the terms of this Addendum shall be valid unless in writing and executed by both parties. Failure of either party to insist in any one or more instances upon strict performance of any of the terms and provisions on the other party's part to be performed shall not be considered as a waiver or relinquishment of any such term or provision for the future, and the same shall continue in full force and effect.

T. **CONSTRUCTION:** This Addendum constitutes the full and complete understanding between the parties hereto with respect to the subject matter hereof, supersedes all prior agreements and understanding whether written or oral and cannot be modified or amended except by written instrument executed by all parties hereto.



LICEU

LOS ANGELES PHILHARMONIC ASSOCIATION