# Material Rental Agreement

between UNIVERSAL EDITION AG, Vienna
(hereinafter referred to as "publisher")

and

Fundación Amigos del Teatro Mayor
NIT 890.912.395-7
AvCalle 170 # 67 - 51
111156 Bogotá
Columbia
(hereinafter referred to as "contracting party")

on the rental of performance materials for

| | | |
|---|---|---|
| **SCHREKER Franz** | **Romantische Suite für Orchester** | **(30') EUR 1.066,50** |

for the following performance/s with the Orquesta Filarmónica de Bogotá and José María Moreno:
14.11.25, Parroquia San Ambrosio, Bogotá, CO (free admittance)
15.11.25, Auditorio León de Greiff, Bogotá, CO (free admittance)

in accordance with the following conditions:

1. 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 (online/offline), 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. Without any additional compensation for synchronization and hire fees it is allowed to use excerpts from works (audio and/or video) with a duration of up to 5 (five) minutes, however up to a maximum of 25% of the total duration of the work, on the internet website of the contracting party and social media channels (YouTube and social networks) of the contracting party.

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.

2. 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, following the date of the last performance or expiration of the agreed rental period specified in the delivery note.

   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 shall be replaced to the publisher at the cost according to the Annex of this agreement.

   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).

3. In the event that the performance/s are cancelled, the publisher must be immediately informed thereof and the performance material returned without delay. In this case, half of the rental fee shall become due. The full payment of the rental fee shall be due, however, in case of failure to notify or 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 are not resumed within two months, half of the rental fee invoiced shall be charged by the publisher as a cancellation fee.

   In case an invoice is transferred to the account of a third party after the issue of the said invoice to the contracting party, the publisher shall have the right to charge the contracting party for the reimbursement of expenses to the amount of Euro 30.- for each invoice transferred.

4. 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.

5. The rental fee for the agreed use amounts to **Euro 1.066,50** (shipment cost not included).
   **It is payable in advance to our bank account No 60219820 2 with UniCredit Bank Austria AG, 1010 Wien, bank code 12 000, IBAN AT21 1200 0006 0219 8202, swift code BKAUATWW.**

   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 Austria: A.K.M., Baumannstrasse 8-10, 1031 Wien). 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.

   In case of copyright protected works online rights (storage and making available) for the use of excerpts pursuant to clause 1 have to be obtained from the respective collecting societies. Otherwise the same provisions as for performing rights will apply.

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. On request of the publisher 2 copies of the programme will be made available.

6. 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.

7. 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.

8. This agreement is subject to the laws of Austria. The jurisdiction and place of performance shall be Vienna.

UNIVERSAL EDITION AG

Universal Edition AG
Forsthausgasse 9, 1200 Wien

Matthias Van Esbroeck
Vienna, 18.09.2025

Fundación Amigos del Teatro Mayor

Yaneth Suarez Acero
.....
YBM

# Annex to the Material Rental Agreement

Performance materials or parts thereof which have been lost, severely damaged or otherwise rendered useless shall be replaced to the publisher at the following costs:

- part: 25 € each
- piano score: 50 €
- vocal score (choir): 50 €
- score: 100 €
- large score: 250 €

The settlement involving replacement material qualifies as compensation for damages and, in accordance with the applicable VAT legislation, is not subject to VAT at the time the contract is concluded.