

General Trade Terms

1. The performance material furnished by the publisher must be examined immediately upon receipt with regard to the contents and completeness thereof. The publisher must be notified of any possible claims not later than 5 business days following the receipt of the material. Any claims filed after the expiration of the period will no longer be recognized.
2. a) 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 done with specific intent.
b) The performance material must be returned to the publisher without undue delay, and at the cost and risk of the contracting party, following the date of the last performance or expiration of the rental period specified in the delivery note.
c) In the event that the performance material is not returned by the date specified, 10% of the stipulated rental payment may be charged for each new month started - the minimum charge, however, will be Euro 50-.
d) Performance materials or parts thereof which have been lost, severely damaged or otherwise rendered useless are to be replaced at the cost of the new purchase price which must be reimbursed to the publisher.
e) The contracting party shall bear all the costs relating to the procurement and delivery of the performance material.
3. a) In the event that the performance/s are cancelled, the publisher must be immediately informed regarding this matter and the performance material returned without undue delay. In this case, half of the rental payment shall become due. The payment of the total amount of the rental fee shall be required however, in case of failure to notify or to return the delivered performance material in full.
b) The publisher must also be informed, without undue delay, if there are any postponements regarding the performance/s. In the event that the performance/s are not resumed within two months, half of the amount of the invoiced rental fee shall be charged by the publisher as a cancellation fee.
4. In case an invoice is transferred to the account of a third party after the issuance 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- plus statutory value-added-tax for each invoice transferred.
5. a) The contracting party shall be allowed to use the performance material only for the performance/s specified in the agreement. He is prohibited from using the material, either in whole or in part, for extracts or adaptations, or for copying, digitalization or reproduction purposes - regardless of the technical means.
b) The use of the material for all types of audio/audio-visual production, digital storage (on-line/off-line), transmission, creation of perceptible media, etc., is expressly prohibited without the prior written consent of the publisher.
c) In the event that the publisher consents to a use of the material other than that stipulated in the contract, an additional payment for such use of the material must be agreed upon by the parties concerned.
d) 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 in the amount corresponding to the loss incurred.
e) Performances of a dramatic-musical nature, e.g. dance performances, mimic-gesticulatory performances - with or without costumes, and with or without scenario – as well as work combinations of all types, are not covered by this contract and shall therefore require a separate agreement. In this regard, a contract with the publisher must be concluded in due time, prior to the date of performance.
f) All types of copyrights, e.g. for programs, leaflets or other publications in connection with the performance/s which are covered by the contract, must be acquired from the publisher, at least two weeks prior to the date of performance.
g) Parts of the material which are delivered for approval, may not be used for performances, recording or any other types of exploitation, without the prior consent of the publisher.
6. The right of public performance is not covered by this contract, but such right must be acquired from the appropriate collecting society (in Germany GEMA and VG-Musikedition).

The performance/s must be registered and all the beneficiaries of the work in question (i.e. composer, arranger (if applicable), lyricist, translator (if applicable), editor (if applicable), publisher) must be declared upon registration. In case the performance is not duly registered at the appropriate collecting society, the contracting party shall be liable to pay damages to the publisher in the amount corresponding to the lost performance fees, provided that the provisions specified by the collecting society are not contrary thereto. In case there are no collecting societies in the country of performance, a separate agreement is to be made with the publisher as far as performance rights and fees are concerned.
7. a) For each performance, the publisher shall be entitled to two free tickets in the best category. If the contracting party and the organizer are not identical, the contracting party is under obligation to guarantee the satisfaction of this claim.
b) Within one week following the date of performance, the contracting party is also under obligation to provide the publisher with 2 copies of the program issued for the performance (free of charge) and if possible, press reports.
8. 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, the publisher shall reserve the right to claim damages.
9. This contract is subject to the law of the Federal Republic of Germany. Jurisdiction shall be, in so far as permitted by law, the respective headquarters of the publisher.