

Prague Summer Nights

Young Artists Music Festival

Tábor and Prague, Czech Republic

CONTRACT

This Letter of Agreement is entered into by and between Blue Heart Travel, Inc. dba Classical Movements, and

_____ This agreement is for the **Prague Summer Nights: Young Artists Music Festival 2024** (hereinafter referred to as "PSN").

OFFER:

Program: Opera | **Orchestra** **Dates:** June 15 – July 15, 2024
Role/Instrument: _____ **Location:** Tabor & Prague, Czech Republic

INCLUSIONS: The following travel, accommodations, meals and services are included in the contract price:

- (a) Fourteen (14) nights stay at the Palcát Hotel (Tábor) or similar based on sharing double room accommodations.
- (b) Sixteen (16) nights stay at the AMU Dormitories or similar in Prague based on sharing double rooms or triple rooms.
- (c) Hotel breakfast in Tábor (June 15 - July 1).
- (d) One (1) welcome dinner.
- (e) One (1) farewell dinner.
- (f) Motor coach transfers from Prague airport to Tábor (June 15), from Tábor to Prague (June 29), and to the airport in Prague on departure day (July 15). There will be multiple buses on arrival day (June 15) from Prague airport to Tábor. Specific times and information concerning the motor coaches will be sent at a later date.
- (g) Performances, masterclasses, coachings, lessons, workshops, concerts and recitals in venues and halls in the Czech Republic, including staged performances of *Le Nozze di Figaro* and *Don Giovanni* at the Estates Theater in Prague. Orchestra concerts in Tábor at the Oskar Nedbal Theater, in Prague at Smetana Hall, and other Czech venues TBD. Additional performances include chamber music opportunities, opera scenes in Tábor at the Oskar Nedbal Theater, and a cabaret concert at a Prague Jazz Club.
- (h) Professional quality photography and video recordings of all Estates Theatre performances
- (i) One (1) load of laundry service provided during the end of the first week of the festival in Tábor. Participants will be responsible for their own laundry in Prague.

EXCLUSIONS: The following travel, accommodations, meals and services are **not** included in the contract price and must be paid separately by the Participants:

- (a) Personal items. Items of a personal nature such as, laundry and telephone calls are not included in the contract price.
- (b) Round-trip airfare to and from the festival. All participants are required to meet at Hotel Palcát, Tabor on June 15. If students choose not to take the provided shuttle to Tabor, they make their own travel arrangements and must arrive at the hotel on the June 15.
- (c) Any meal(s) not listed in the inclusions above.
- (d) Special meals/dietary restrictions. Classical Movements will try to accommodate requests for special dietary needs whenever possible; however, alternative options may not be available or may cost more, resulting in an additional charge.
- (e) The cost of obtaining a passport or Visa. Participants who are not American citizens will need to research if they need a Visa to visit the Czech Republic, and will be responsible for arranging their own Visas.
- (f) The cost of transporting your instrument to and from the Czech Republic. We will provide at a small extra cost, rental cellos and basses, timpani, percussion, keyboards, tuba and harp as well as other auxiliary instruments to those who do not travel with their instruments.
- (g) Checked baggage, carry-on baggage, and associated fees.

PAYMENTS: The festival tuition is **\$4,995.00** per person. The price for Room and Board is **\$1,395.00**, for a total amount of **\$6,390.00**, which is to be paid according to the schedule presented in your WeTravel dashboard.

All payments must be made through the WeTravel portal, either by ACH bank transfer or credit card. ACH transfers are subject to a 1% processing fee. An additional 2.9% service charge will be added to all credit card transactions. Some credit cards incur higher fees which will be reflected in the WeTravel payment portal.

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CANCELLATION TERMS: All payments made by PSN participants are non-refundable.

In the event that Classical Movements cancels the festival, all festival fees paid to Classical Movements will be fully refunded to the participant within 30 days of the cancellation.

TERMS AND CONDITIONS: The following terms and conditions apply to this contract.

a) Photography and Videography and Recordings:

- i. Classical Movements reserves the right to record rehearsals and performances and/or take photographs of all rehearsal and performances during the festival. Classical Movements may use these recordings and photographs in Classical Movements publicity and marketing collateral, including online postings. The individual also reserves the right to record and/or take photographs of the festival, subject to restrictions imposed by the venues and other relevant parties. Certain photographs and recordings, including photographs used in tour proposals, are for the exclusive use of Classical Movements in its business materials, including online and marketing collateral. For the photographs and recordings owned by Classical Movements, the individual must inquire for permission if it would like to use any of the photographs and/or recordings owned by Classical Movements.
- ii. Photo/Recording Credit. For all photographs and recordings used by the individual that are owned by Classical Movements, the individual agrees to provide the following credit along with other credit required by the venue, composer, and other relevant parties, both online and print: “[Photo/Recording] Provided by Prague Summer Nights: Young Artists Music Festival or Courtesy of Prague Summer Nights: Young Artists Music Festival.”

b) Responsibilities of each participant: All voice participants are expected to arrive in the Czech Republic with their assigned music fully learned and memorized “off book.” All singers must bring a copy of the appropriate piano/vocal score for operas in which they are singing. In addition to your assigned role, voice students will perform as chorus members for operas to which they have not been assigned to unless otherwise noted.

c) Casting decisions, orchestral seating and performance assignments will be made at the discretion of the artistic staff of the festival. If the artistic staff determines that a participant is underprepared, or otherwise unable to successfully complete their assignment, the artistic director may change the performance assignments, seating or casting for any performance in the festival.

d) Limited Liability: As the festival operator, Classical Movements has engaged the services of hotels, restaurants, transport, sightseeing companies, venues, halls, and concert agents which are not its employees or agents. Classical Movements and its staff members cannot be held liable for loss, injury or damage to person or property from any cause which is not due to Classical Movements’ negligence or willful misconduct. Classical Movements is not responsible for losses caused by strikes, service interruptions, or other delays, actions, events and circumstances beyond its control, such as the acts or omissions or the failure to cooperate by any third party, fires or other casualties, acts of God, strikes or labor disputes, war or other violence, or any laws, orders or requirements of any governmental agency or authority.

e) Force Majeure: As the festival operator, Classical Movements has engaged the services of hotels, restaurants, transportation companies, and other festival partners, venues, halls, and concert agents which are not its employees or agents. The responsibility of Classical Movements is limited, and Classical Movements and its staff members are held free of liability for loss, injury or damage to person or property from any cause which is not due to a Classical Movements’ negligence or willful misconduct. Classical Movements is not responsible for losses caused by strikes, service interruptions, or other delays, actions, events and circumstances beyond its control, such as the acts or omissions or the failure to cooperate by any third party, fires or other casualties, acts of God, strikes or labor disputes, epidemic, pandemic, war or other violence, or any laws, orders or requirements of any governmental agency or authority. In such an event, Classical Movements and participant shall respectively be relieved of their obligations hereunder with respect to the tour so prevented, with the exception of cancellation fees.

f) Insurance: Classical Movements strongly recommends travel trip cancellation and interruption insurance. All travelers must understand that it is their sole responsibility to read and understand all portions of the insurance policy, including disclaimers, policy limits, exclusions and conditions that may render any or all of my claim invalid or any or all items not able to be covered. This can include, but is not limited to, Cancel for Any Reason, Cancellation, Interruption and any time-of-deposit vs claim submission or policy purchase timelines. Examples of two insurance

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companies that are currently offering Cancel For Any Reason insurance are <https://www.travelinsured.com/agency/> and <https://www.travelexinsurance.com/home> and there may be others. Classical Movements does not endorse, recommend, or promote a specific travel insurance supplier. You will need to make your own determination on which supplier to use. Further, you may become liable for additional incurred expenses as a result of quarantine, travel delay en route to, from, or during your trip, trip interruption, airline reissue fees, missed flights due to extra screenings at the airport for COVID-19, medical expenses, screenings and tests for COVID-19, and other costs not included in your tour or covered by your insurance policy. Classical Movements will not cover the costs. If there is anything not covered by your travel insurance policy or lack of travel insurance policy, you have to pay for it. We will send you a separate email about trip insurance.

- g) Liability:** All travelers will be required to indemnify and agree to hold Classical Movements and all representatives from any and all claims, suits, liability, injuries, losses and damage to any person which arise out of their participation in Prague Summer Nights. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization; pandemics are beyond Classical Movements' control. By participating in this tour, you acknowledge that you fully understand the contagious nature of COVID-19 and will voluntarily assume the risks of traveling while there remains risk of infection or disruption due to COVID-19. Classical Movements cannot guarantee that you or your guests will not become infected with COVID-19.
- h) Medical Emergencies:** In the event of an emergency, the PSN administrative staff is not authorized or permitted to administer medication or provide medical assistance to the participants or faculty without written authorization.
- i) Cities, staff, venues, productions, and programs are all subject to change:** Although Classical Movements has made plans with respect to its cities, staff, venues, productions, and programs for PSN, Classical Movements may change any of the cities, staff, venues, productions, and/or programs for PSN at its discretion and with no advance notice to PSN faculty and/or students.
- j) Rehearsal policy:** All student participants are expected to maintain a professional attitude and be punctual to all rehearsals. Missing rehearsals may result in changes of assignment, loss of roles or performance opportunities; a student who misses rehearsals or performances may be asked to leave the festival, without a refund of tuition and fees. Students may not miss rehearsals for any reason unless previously approved with written consent from either the Festival Director or Artistic Director.

As rehearsals and concerts are part of the educational environment and process, rehearsal, coaching, lessons and performance schedules will be posted as soon as they are available, and are subject to change. If you are not assigned to a piece of music, your attendance is not required at that rehearsal.

Regularly scheduled orchestra rehearsals, as well as opera staging and dress rehearsals have priority over private lessons, chamber music rehearsals and coachings, master classes and other rehearsals or activities.

- k) Leave of absence/early departure:** Students are expected to be in residence for the duration of the festival. Late arrivals, early departures, or leaves of absence during the festival must be submitted in advance and approved in writing by the Festival Director.
- l) Alcohol and controlled substances policy:** The possession or consumption of alcoholic beverages and/or controlled substances is prohibited at rehearsals, performances or PSN events. Possession of controlled substances at any time is not permitted. Laws of the Czech Republic must be observed at all times.
- m) Anti-Discrimination Policy:** PSN is committed to maintaining an environment where every student, artist-faculty member, and guest artist is treated with respect and dignity. All individuals have the right to learn, teach, or perform in an atmosphere that promotes equal opportunity and prohibits and is free of discrimination and of sexual harassment.

PSN includes participants of many races, colors, creeds, sexes, marital statuses, affectional or sexual orientations, family responsibilities, national origins, ancestries, disabilities, and/or religions. All the rights, privileges, programs, and activities generally accorded or made available to participants and faculty of PSN will be made available to PSN participants and faculty without regard to any participant's race, color, creed, sex, marital status,

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affectional or sexual orientation, family responsibility, national origin, ancestry, disability, and/or religion. Classical Movements does not discriminate in the administration of its educational policies, admissions policies, scholarship programs, and other PSN administered programs.

Discrimination is prohibited and will not be tolerated. Discrimination is defined as adverse treatment that is used as a factor in decisions affecting education or performance and/or that interferes substantially with an individual's education or performance and is related to an individual's race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, disability, and/or religion, but does not include decisions made pursuant to bona fide qualifications for a role in a program or production. Discrimination also includes the creation of an intimidating, hostile, or offensive environment in which to learn, teach, or perform. This policy governs all students, artist-faculty, and guest artists. PSN will not tolerate, condone, or allow discrimination, whether engaged in by those who conduct business with PSN or by students, artist-faculty, and/or guest artists. PSN requires prompt reporting of all incidents of discrimination, whoever the offender may be, to the Festival or Artistic Director. Any individual reporting discrimination shall not be retaliated against for his or her report.

Sexual harassment, whether verbal, physical, or environmental, is prohibited and will not be tolerated. Sexual harassment is defined as unwelcome or unwanted verbal or physical conduct of a sexual nature when: 1.) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting education or performance; and/or 2.) This conduct interferes substantially with an individual's education or performance; and/or 3.) This conduct creates an intimidating, hostile, or offensive environment in which to learn, teach, or perform. Examples of sexual harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment; repeated sexual jokes, flirtation, advances, propositions, or requests for dates; verbal abuse of a sexual nature; graphic or verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, touching, pinching, assault, coerced sexual acts, or suggestive, insulting, obscene comments or gestures; and display of sexually suggestive objects or pictures. This policy governs all students, artist-faculty, and guest artists. PSN will not tolerate, condone, or allow sexual harassment, whether engaged in by those who conduct business with PSN or by students, artist-faculty, and/or guest artists. PSN requires prompt reporting of all incidents of sexual harassment, whoever the offender may be to the Festival or Artistic Director. Any individual reporting sexual harassment shall not be retaliated against for his or her report.

- n) Code of Conduct:** As a member of PSN, you recognize the importance in maintaining the integrity of the faculty-student relationship. Personal relationships between teacher and student of a romantic or sexual nature, even if consensual, are inappropriate and are prohibited during the duration of PSN as defined in subsection (a) of this agreement. Any such relationship jeopardizes the integrity of the educational process and must be brought to the attention of the PSN administration.
- o) Statement of Preparation and Conduct:** A participant may be asked to leave the festival if he or she does not follow the terms of this agreement, or if his or her conduct is deemed by the festival management to be detrimental to the success of the festival or to the ability of other participants to successfully participate in the festival. Additionally, a participant may be asked to leave if they are unprepared for their musical role. Students who violate this conduct will receive ample notice from festival management. If a participant is involuntarily released from the festival, that participant will be responsible for their own transportation costs back home, and none of their festival fees will be refunded.
- p) Local and National Czech Laws:** As a student of PSN, I will comply with local laws of Prague, Tábor, and the Czech Republic.
- q) Arbitration:** Any claim, controversy or dispute arising out of or relating to this Contract shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. Any claim, controversy or dispute, which is not resolved informally, shall be resolved by mediation administered by the American Arbitration Association (AAA) in Alexandria, Virginia. If an impasse is reached through mediation, the claim, controversy or dispute shall be resolved by final and binding arbitration in Alexandria, Virginia, administered by the AAA in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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This Contract shall inure to the benefit of and shall be binding on the parties hereto, and their successors and assigns. IN WITNESS WHEREOF, the parties by their duly authorized officers or agents hereto have caused this Contract to be executed as of the day and year first above written. This Contract shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

Please sign below:

PREVIEW ONLY

Participant Signature

PLEASE SIGN IN WE TRAVEL

Participant Printed Name

Date:



PSN Signature

Derek Maseloff

PSN Printed Name

Date: 12/12/2023