

Internationale Musikverlage
Hans Sikorski GmbH & Co. KG
- Hire Department -
Wichmannstraße 4 / Haus 10 Nord
22607 Hamburg
Germany

Phone: +49 (0)40 / 41 41 00 - 0
Fax: +49 (0)40 / 41 41 00 - 50
Email: hire@sikorski.de

Rental Order

- Order**
 Quotation

Work

Composer: _____

Work title: _____

Further details (arranger, language, version): _____

Required material

Full scores: _____ Vocal scores / Piano reductions: _____

Strings: _____ Chorus parts: _____ Libretti: _____

Performers

Orchestra: _____

Conductor: _____

Soloist: _____

Choir: _____

Performances

Performance	Date	City	Venue	Capacity (Venue)	Ticket fee
Public dress rehearsal					
1st Performance					
2nd Performance					
3rd Performance					
4th Performance					
5th Performance					

Recordings: Yes No

Addresses

Shipping address:

Name: _____ Phone (required!): _____

Address: _____ Fax: _____

_____ Email: _____

Country: _____

Billing address (Please fill separate form):

Promoter:

Name: _____ Phone: _____

Address: _____ Fax: _____

_____ Email: _____

Country: _____

Place / Date

Signature

This form is also be found on our website: www.sikorski.de

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Contact details - Invoice recipient

Please indicate your contact details?

Name / Company: _____ Customer number (if extant): _____

Personal contact: _____ Phone: _____

Address: _____ Fax: _____
_____ Email: _____

Country: _____ VAT ID: _____

Form of payment - how would you like to pay?

1. by credit card

Contractor: Visa Mastercard American Express

Credit card number: _____ Valid until: _____ (month) _____ (year)

Name (as stated on the credit card): _____

2. by debit entry / automatic debit transfer

Bank: _____ Bank code: _____

Account holder: _____ Account number: _____

SWIFT / IBAN No.: _____

3. by payment in advance (on receipt of invoice)

Place / Date

Signature:

Please send the completed filled and signed document back to us. Thank you!

General Trade Terms

Publisher hereby confirms your order and offers the delivered performance material under the following conditions, which you will accept upon receipt of said performance material.

1. The performance material furnished by Publisher must be examined immediately upon receipt with regard to the contents, condition and completeness thereof. Publisher must be notified of any possible claims not later than 10 days following the receipt of the material. Any claims filed after the expiration of this period will no longer be recognised.
- 2.a) The delivery of the material will be effected at the risk of the contracting partner. Any liability arising from delayed delivery will not be assumed by Publisher. This does not apply if the delay is caused by gross negligence or with specific intent.
 - b) The performance material must be returned to Publisher at the cost and risk of the contracting partner without undue delay, but two weeks after the last performance at the latest or after the 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 € 75 plus statutory value added tax.
 - 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 Publisher.
 - e) The contracting partner shall bear all the costs relating to the procurement and delivery of the performance material.
- 3.a) Publisher must be informed of all performances taking place with the sent performance material. If this information is not given, Publisher will have the right to bill a surcharge of 50% of the rental fee agreed upon for each performance for those performances which have not been indicated.
 - b) In the event that the performance/s are cancelled, Publisher must be immediately informed and the performance material returned without undue delay, but within two weeks at the latest. In this case, half of the rental payment shall become due. The payment of the total amount of the rental fee, however, shall be required, in case of failure to notify or to return immediately the delivered performance material in full.
 - c) Publisher must also be informed, without undue delay, if there are any postponements regarding the performance/s. In the event that the performance/s is/are not resumed within two months, half of the amount of the invoiced rental fee shall be charged by Publisher as a cancellation fee.
4. In case an invoice has to be transferred to the account of a third party after the issuance of the said invoice to the contracting partner, Publisher shall have the right to charge the contracting partner for the reimbursement of expenses to the amount of € 50 plus statutory value added tax for each invoice transferred.
- 5.a) The contracting partner 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, digitalisation or reproduction purposes, regardless of the technical means.
 - b) The use of the material for all types of audio/audio-visual production, digital storage (online/offline), transmission, communication, as well as submission to third parties (e.g. for DVD or CD productions) of productions or tapes created with the help of the sent performance material is expressly prohibited without the previous consent of Publisher.
 - c) In the event that 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 contract partner is prohibited from entrusting, lending or renting out the sent performance material, including tapes and recordings produced with it, to a third party, either in whole or in part, for whatever reason. In case violations are committed in this regard, the contracting partner shall be liable to pay damages to Publisher to the amount corresponding to the loss incurred.
 - e) Performances of 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 Publisher must be concluded in due time prior to the date of performance.
 - f) Material delivered for perusal may not be used for performances, recordings or other utilisations of any kind without the previous consent of Publisher.
6. The right of public performance is not covered by this contract, but such right must be acquired from the appropriate authors' rights societies. The performance/s must be registered and all the beneficiaries of the work in question (i.e. composers and if applicable: arrangers, lyricists, translators, editors, publishers). In case the performance is not duly registered at the appropriate performing rights society, the contracting partner shall be liable to pay damages to Publisher to the amount corresponding to the lost royalties provided that the conditions specified by the performing rights society are not contrary thereto. In case there are no performing rights 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 Publisher shall be entitled to two free tickets in the best category for each material. If the contracting partner and the organiser are not identical, the contracting partner is under obligation to guarantee the satisfaction of this claim.
 - b) Within one week following the date of performance, the contracting partner is also under obligation to provide Publisher with 2 copies of the program issued for the performance (free of charge) and if possible, press reports.
- 8.a) In the case of procurement of performance material through an orderer, said orderer is obliged to inform the user of the performance material of these General Trade Terms. Should the orderer fail to do so, he is liable to the full extent according to these General Trade Terms.
 - b) The performance material hire fee charged to the user may not exceed the gross amount (before deduction of orderer's provision) duly evidenced on the invoice of Publisher. The further debit to the user of all accruing delivery expenses and procurement charges is authorised; these, however, shall be charged to the account of the user in detail. The charging of an all-inclusive sum total, in which the performance material hire fee and additional extra costs of the orderer are not clear and obvious, is inadmissible.
9. If the contracting partner violates one of the aforesaid conditions in a grossly negligent way, the license fee is raised to 100% of the predetermined hire fee. Notwithstanding this provision, Publisher shall furthermore reserve the right to claim damages.
10. 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 Publisher.
11. Should any individual conditions of these General Trade Terms become invalid, whether in whole or in part, the validity of the rest of the General Trade Terms remains unaffected. The invalid provision shall by mutual agreement be replaced by another provision which comes closest to the economic essence and purpose of the contract. Should no replacement take place, legal regulation will replace the invalid provision. The same shall apply if and to the extent that it is found to contain any gaps or omissions.