

Rental Agreement

Agreement by and between **BOOSEY & HAWKES, INC.**, Rental Library, 229 West 28th Street, 11th Floor, New York, New York 10001 ("B&H") and:

Ship to:



Bill to:

Nicole Barão Raffe de Medeiros Orquestra Sinfônica do Paraná xv de novembro, 971, Centro 80060000 Curitiba - PR Brazil Phone: +55 4133047993	Accounts Payable DHN98927 PALCOPARANÁ Nicole Barão Raffe de Medeiros CNPJ: 25298788 / 0001-95 xv de novembro, 971, Centro 80060000 Curitiba - PR Brazil Fax:
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(hereinafter referred to as the Organization) for the rental of performance materials (hereinafter referred to as the Materials) as follows:

Title: Four Sea Interludes
Sub Title: from Peter Grimes
Set No.:

Composer: Benjamin Britten

Editor/Arranger: op.33a

Duration: 00:17:00

Required: 1/24/2018

Publisher: Boosey & Hawkes (London)

Customer Ref.:

Total Scores	1	Vocal Material	0	Strings	36	Winds, Brass & Percussion	23
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Performance Details:

1 2/25/2018 2/25/2018 Auditorio Bento Munhoz da Rocha Netto Guairao Curitiba BR Stefan Geiger

CAREFULLY REVIEW ALL TERMS AND CONDITIONS AS SET FORTH HEREIN. By signing below B&H and the Organization expressly agree to the terms and conditions as set forth on the reverse side of this Agreement. Please sign both copies of this agreement where indicated below, and return one (1) copy to B&H's attention, retaining one (1) copy as your confirmation. Please note that in the event the Organization obtains the Materials and performs the Work embodied in the Materials without first providing B&H a signed copy of this Agreement, all terms and conditions of this Agreement shall be deemed to have been accepted and agreed to by the Organization by virtue of the Organization's performance(s).

RENTAL FEES: \$1,034.00 + shipping **N.B. THIS IS NOT A BILL. PLEASE DO NOT SEND PAYMENT YET**

Accepted and agreed to by: BOOSEY & HAWKES, INC Brian Tessler Manager, Rental Library 1/26/2018	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; text-align: center;">PALCOPARANA</td> </tr> <tr> <td style="text-align: center;">(Organization)</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">NICOLE BARÃO RAFFS DE MEDEIROS</td> </tr> <tr> <td style="text-align: center;">(Name)</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;">DIRETORA PRESIDENTE</td> </tr> <tr> <td style="text-align: center;">(Title)</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;"></td> </tr> <tr> <td style="text-align: center;">(Signature)</td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: right;">29/01/2018</td> </tr> <tr> <td style="text-align: right;">(Date)</td> </tr> </table>	PALCOPARANA	(Organization)	NICOLE BARÃO RAFFS DE MEDEIROS	(Name)	DIRETORA PRESIDENTE	(Title)		(Signature)	29/01/2018	(Date)
PALCOPARANA											
(Organization)											
NICOLE BARÃO RAFFS DE MEDEIROS											
(Name)											
DIRETORA PRESIDENTE											
(Title)											
(Signature)											
29/01/2018											
(Date)											

SIGN AND RETURN

Please Read Carefully

1. The Materials supplied herewith are rented **solely for live non-dramatic performances by the Organization** on the dates specified only and may not be used for radio or television broadcast, commercial recording, transcription, synchronization, digital audio streaming, or any other use whatsoever without express advance written permission from B&H. Separate fees are payable for such uses and will be quoted upon request.
2. Public performance rights in non-dramatic works are available through the appropriate performing rights organization representing the composer(s) of the Work, including, without limitation, ASCAP, BMI (for Hendon Music works), or SOCAN (for Canada). For more information, contact ASCAP at 212-621-6000, BMI at 212-586-2000 and SOCAN at 866-944-6223. If the Organization or the performance's venue does not have a current performance license in place from the appropriate performing rights organization, B&H has the right to collect a performing right fee in addition to the Rental Fee due. **PUBLIC PERFORMANCE WITHOUT A PERFORMANCE LICENSE IS AN INFRINGEMENT OF COPYRIGHT**, even if rental fees have been paid.
3. In all publicity, program books, and souvenir booklets, whether distributed in physical or digital copies, the Organization must give program credits to the Work, author(s), and publisher as set forth herein, or as otherwise provided by B&H.
4. No arrangements, transcription or alterations, amendments, transpositions, interpolations or deletions of the Materials or the underlying Work may be made without B&H's express advance written permission.
5. Copying or reproduction of the Materials in whole or in part without B&H's express advance written permission is illegal.
6. The Materials are and at all times shall remain B&H's property. The Materials may not be permanently retained, sold, loaned or otherwise distributed, pledged, or transferred to any other party by any means for any purpose whatsoever without the prior express written permission from B&H.
7. **An additional service fee of \$275.00 ("Rush Fee") shall be payable if the Organization requires shipment of the Materials within ten (10) business days of the Organization's submission of the signed rental contract.**
8. Cancellation Policy: If performances are canceled after the Materials have been shipped, the shipping charges shall be non-refundable and a \$75.00 cancellation fee will be charged. If the Materials from a canceled performance are received by B&H after the first previously scheduled performance date, a full rental fee will be due.
9. **Charges for shipment from B&H's library are non-refundable, are invoiced at the time of shipment, and are assessed in addition to rental fees. Shipping charges do not include any applicable Rush Fee, as set forth in Para. 7 above. The Organization is responsible for the safe return to B&H's library of all the Materials appropriately packed, insured at value stated, and shipped prepaid, using a method requiring signature by B&H upon receipt, immediately following the last performance date. The Organization agrees to pay any additional charges incurred in the event Materials are returned to any address other than that set forth above.**
10. Materials are due back to B&H within ten (10) business days of the final performance date. Materials returned later than 10 business days will incur a late fee of \$50 per week, up to a maximum of 6 weeks/\$300. Materials that remain unreturned after 6 weeks will be charged full replacement costs. The Materials may be returned in more than one container, provided such containers are shipped to B&H at the same time. Any late fees or replacement fees paid by the Organization do not grant the Organization either ownership in the Materials or permission to use said Materials for future performances.
11. The Organization shall be liable for the replacement of all lost, defaced, damaged or destroyed parts of the Materials, regardless of cause, according to the packing slip prepared by B&H unless exception is taken within five (5) business days of receipt. If the Organization does not contact B&H within that time, the Organization shall have thereby indicated that the Materials have been received by the Organization in acceptable condition. All markings must be made in No. 2 lead pencil only. All markings other than a single set of string bowings, and/or harp pedal markings must be removed prior to return. A charge will be made for any missing or defaced material at full replacement cost.
12. The Organization will remit payment for all fees due under this Agreement no later than thirty (30) days from the date of B&H's invoice, regardless of when performances are to occur. The Organization agrees to pay any and all fees and costs associated with collecting the balance due on the Organization's account if the Organization fails to make payment when required hereunder.
13. The Organization agrees to provide B&H or their representative(s) with two (2) orchestra seats for each performance of the Work, if requested by B&H. The Organization shall provide B&H with three (3) copies of the program.
14. All rights not specifically granted to the Organization hereunder are expressly reserved for use by B&H.
15. B&H and the Organization each warrant to the other that each has the right to execute this Agreement and that the individuals signing below are authorized to enter into this Agreement on behalf of its respective party. B&H and the Organization further agree that this Agreement contains the entire understanding between parties, and no alteration or modification of any kind shall be recognized or binding unless in writing signed by a duly authorized representative of each party. The Organization may not assign its rights and obligations under this Agreement.
16. Any and all claims or disputes between the parties hereto arising under, out of or in connection with this Agreement, its performance, interpretation, validity or making, shall be determined by arbitration in the City and State of New York, U.S.A. before a single arbitrator under the auspices of the American Arbitration Association ("AAA") or another nationally-known alternative dispute resolution provider (the "ADR Provider") under the ADR Provider's then-applicable rules, including any rules for expedited proceedings. If the parties cannot agree upon an ADR Provider, the AAA shall be the ADR Provider. The non-prevailing party shall bear the costs of the arbitration proceeding, including reasonable attorney's fees. Any award rendered by the arbitrator shall be final and conclusive and judgment thereon may, but need not, be entered in any court of competent jurisdiction.
17. This Agreement constitutes the entire Agreement between the parties, can only be modified by a writing signed by the parties and shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., applicable to agreements made and to be fully performed within such State, without reference to such State's conflict of laws provisions.