

SOUND ESPRESSIVO

RULES AND REGULATIONS FOR PARTICIPANTS

2026–27 Concert Season

These Rules and Regulations apply to artists, composers, conductors, ensembles, organizations, parents or guardians of minor participants, and other participants (“Participant”) taking part in programs, performances, recordings, broadcasts, and related activities presented, produced, or administered by Sound Espressivo (“SE”) and its participating production and media partners.

By submitting an application, booking a performance, accepting an invitation, making a required payment or deposit, signing a participation agreement or consent form, or otherwise confirming participation, the Participant agrees to comply with the applicable terms and conditions of the program and these Rules and Regulations.

1. APPLICATION, SELECTION, AND PARTICIPATION

Participation is subject to the applicable program’s eligibility, application, audition, recommendation, artistic review, and approval requirements.

SE reserves the right to determine the appropriate program, performance format, repertoire, ensemble, orchestra, recording format, and other production arrangements in consultation with the Participant and relevant artistic personnel.

Acceptance or recommendation for participation does not by itself reserve a performance date or performance slot. A performance slot is considered reserved only after all applicable booking requirements have been completed, including submission of required forms and payment of any required reservation deposit.

Special application, audition, booking, or other conditions may apply to particular programs or promotional offers.

2. PERFORMANCE DATES AND SCHEDULING

Performance, rehearsal, soundcheck, recording, and other production dates and times are subject to venue, orchestra, ensemble, conductor, production, and scheduling requirements.

Participants must be available for all rehearsals, soundchecks, recording sessions, performances, and other activities designated as required for their program.

Rehearsal, soundcheck, recording, and performance schedules may be adjusted when necessary for artistic, technical, venue, personnel, or production reasons.

3. REPERTOIRE

All repertoire is subject to artistic and production approval.

For performances involving an orchestra or other professional ensemble, repertoire may also require approval by the applicable Music Director, conductor, ensemble, or production team.

Participants requesting a repertoire change after booking must submit the request sufficiently in advance of the performance date and within any deadline established for their program. Approval of a repertoire change is not guaranteed.

A repertoire change may affect rehearsal requirements, performance or stage time, instrumentation, personnel, music rental, licensing, copyright clearance, production requirements, recording time, or other elements of the project. Any resulting additional expenses are the responsibility of the Participant.

4. SCORES, PARTS, COPYRIGHTS, AND PERMISSIONS

The Participant is responsible for ensuring that all required scores, parts, performance materials, licenses, permissions, and copyright clearances are obtained in sufficient time for rehearsals, recording, and performance.

Scores and parts must either be in the public domain or be lawfully obtained and supplied by the Participant when required.

For copyrighted repertoire, the Participant is responsible for securing the necessary materials and permissions and for any associated licensing, rental, or other expenses.

The Participant represents and warrants that the Participant possesses or has obtained all rights and authorizations necessary for the performance, recording, livestreaming, broadcasting, publication, and other authorized uses applicable to the project.

5. COMPOSERS AND ORIGINAL WORKS

A composer submitting an original work must have the rights necessary to authorize its performance and, where applicable, recording, publication, broadcast, and distribution.

Where a program requires exclusive ownership of the submitted composition, the composer must own the applicable copyrights without conflicting ownership interests.

Composers are responsible for providing complete, accurate, legible, and performance-ready scores and parts.

Additional musicians requested by a composer or required by the score are subject to artistic and production approval. Additional personnel or instrumentation may result in additional expenses to the Participant.

6. ORCHESTRATION AND ADDITIONAL MUSICIANS

Programs involving an orchestra or ensemble are based on the standard instrumentation established for the applicable ensemble.

Reduced orchestrations and appropriate cuts may be permitted subject to artistic approval.

If the Participant's repertoire requires musicians, instruments, equipment, or services beyond the standard resources included in the applicable program, these may be arranged subject to availability and approval. Any resulting additional expenses are the responsibility of the Participant.

7. PERFORMANCE AND STAGE TIME

Performance packages may provide a specified amount of performance or stage time.

Stage time may include not only the musical performance but also entrances and exits, applause, acknowledgments, introductions, positioning, and other activities occupying the stage during the Participant's performance block.

Soundcheck time may be allocated according to program length and production requirements.

Where fees depend upon performance or stage duration, initial billing may be based on an estimated duration. Final billing may be adjusted according to the actual duration reflected in the official performance recording.

Additional performance, stage, rehearsal, recording, or production time may result in additional charges. Any overpayment identified through final reconciliation will be handled in accordance with the applicable billing terms.

8. FEES, DEPOSITS, AND PAYMENT

Program fees and other applicable charges are specified separately in the Participant's booking materials, agreement, invoice, or current program information.

A reservation deposit may be required to secure a performance date or other project booking.

Participants are responsible for applicable bank, card, payment-processing, financing, or similar transaction charges.

Payment plans or third-party financing options may be available for eligible transactions. Any financing arrangement is subject to the terms, eligibility requirements, approval procedures, interest rates, fees, and other conditions established by the applicable financial service provider.

Failure to make required payments in accordance with the applicable invoice or payment schedule may affect the Participant's reservation or participation.

9. ADDITIONAL COSTS

Unless expressly stated as included in the applicable program, expenses resulting from Participant requests or project requirements may be charged separately.

These may include, without limitation, additional performance or stage time, additional rehearsals, additional recording time, additional musicians or instrumentation, accompanists, music rental, copyright or licensing requirements, specialized production requirements, advanced audio editing, physical media production, or other services requested or required for the Participant's project.

Specific charges, when applicable, will be stated separately in the Participant's invoice, agreement, or applicable program materials.

10. RECORDING SESSIONS

Recording projects are subject to the artistic and technical specifications established for the applicable program.

The amount of recording and rehearsal time required may depend upon the length, instrumentation, complexity, and technical requirements of the repertoire. Non-standard repertoire and new compositions may require additional rehearsal or recording time as determined by the applicable Music Director or production team in consultation with the Participant.

Recording schedules are subject to change when required by production circumstances.

Unless otherwise specified, movements may be recorded as continuous tracks. Advanced editing, splicing, or other post-production services may be available when technically feasible and may involve additional charges.

11. RECORDING, BROADCAST, IMAGE, AND LIKENESS CONSENT

Participation may include audio or video recording, photography, livestreaming, broadcasting, publication, promotion, or distribution through SE, Virtual Concert Halls (“VCHS”), Cicerone Music and Arts (“CiMA”), Brilliant Talent Discovery Awards (“BTDA”), participating partners, social media channels, streaming services, digital platforms, websites, and other media.

By participating and executing the applicable consent or participation documents, the Participant authorizes the applicable presenting and production organizations to record or livestream the Participant and to use the Participant’s performance, voice, image, and likeness in connection with the performance and its promotion, in accordance with the applicable consent or release.

Such authorization does not obligate SE or any participating organization to publish, broadcast, distribute, or otherwise use any particular recording or performance.

12. ARCHIVAL PERFORMANCE VIDEO

When an archival performance video is provided, its use may be subject to venue, union, licensing, copyright, or other restrictions.

In particular, Carnegie Hall archival video provided through the applicable program may be used for permitted professional promotional purposes, including professional websites, applications, and direct sharing.

Such archival material may not be monetized, edited, altered, distributed through prohibited commercial or social-media platforms, or used in any manner inconsistent with the applicable licensing restrictions. Metadata associated with the archival recording may not be altered where prohibited.

13. COMMERCIAL AUDIO RECORDINGS AND DISTRIBUTION

Projects that include commercial audio recording may include editing, mastering, publication, album production, catalog management, promotion, and digital distribution through CiMA or another designated production partner, according to the applicable program.

Distribution and publication arrangements are governed by the applicable recording or distribution agreement.

Where expressly provided by the applicable program, composers retain copyright ownership of their compositions.

Participation in a commercial recording project does not modify copyright ownership except as specifically provided in the applicable agreement.

14. PHOTOGRAPHY AND PROMOTIONAL MATERIALS

Participants may be photographed or recorded during performances, rehearsals, soundchecks, interviews, recording sessions, and other program activities.

Participant materials, photographs, recordings, biographical information, performance information, and other approved content may be used in concert programs, websites, press releases, artist profiles, interviews, broadcasts, promotional materials, and other media associated with the program, subject to the applicable consent and release.

15. LIVESTREAMED AND REMOTELY RECORDED PERFORMANCES

For performances recorded or livestreamed from a location selected by the Participant, the Participant is responsible for choosing a suitable space and appropriate attire.

The recording environment, appearance, and presentation must be appropriate for audiences and consistent with professional association with the presenting organizations.

Participants must comply with applicable laws, regulations, and requirements of governing authorities at the location from which they participate.

Participants may not use a program performance to offer political commentary or opinions concerning divisive political issues or governmental handling of political or public crises.

16. PROFESSIONAL CONDUCT

Participants are expected to conduct themselves professionally and respectfully in all interactions with artistic personnel, production staff, venue personnel, other performers, partners, and audiences.

Participants must comply with reasonable artistic, technical, safety, venue, rehearsal, recording, and production instructions.

Conduct that materially interferes with rehearsals, recording, production, other participants, or the professional presentation of the program may affect continued participation.

17. MINOR PARTICIPANTS

Where a Participant is a minor under the laws applicable in the Participant's primary place of residence, the Participant's parent or legal guardian must provide any consent, authorization, release, or signature required by the applicable program.

The determination of legal age is governed by the applicable laws and regulations of the Participant's primary jurisdiction of residence.

18. RELEASE, REPRESENTATIONS, AND RESPONSIBILITY

The Participant is responsible for the legality and authorized use of the materials and content supplied or performed by the Participant.

Under the applicable performance and broadcast agreement, the Participant releases the covered presenting organizations, contractors, assigns, and licensees from liability associated with authorized use of the recording or performance and represents that all necessary legal rights and authorizations have been obtained.

The Participant further agrees to the indemnification obligations contained in the applicable signed consent, release, or participation agreement.

19. PROGRAM BENEFITS AND SERVICES

Benefits and services included with participation vary according to the selected program and may include such items as performance recordings, photographs, artist profiles, printed or digital concert materials, promotional features, interviews, tickets, memorabilia, recording or distribution services, and other benefits.

Only benefits expressly included in the Participant's applicable program or agreement are guaranteed.

Optional promotional, recording, distribution, production, or other services may be available separately and may involve additional charges.

20. CHANGES AND PRODUCTION REQUIREMENTS

SE and participating artistic or production organizations may make reasonable adjustments to rehearsal schedules, recording schedules, personnel, instrumentation, production arrangements, technical procedures, or other operational elements when necessary.

Where a requested change initiated by the Participant results in additional personnel, time, licensing, rental, technical, artistic, or production requirements, the Participant is responsible for the resulting additional expenses.

21. APPLICABLE PROGRAM DOCUMENTS

These Rules and Regulations establish general conditions of participation.

Individual programs may have additional or more specific requirements contained in applications, booking forms, invoices, consent forms, releases, recording agreements, performance agreements, schedules, or other program documents.

Participants are responsible for reviewing and complying with all documents applicable to their particular participation.

22. ACCEPTANCE OF RULES

Submission of required participation materials, confirmation of a booking, payment of a required deposit or program fee, execution of an applicable agreement or consent form, or participation in a program constitutes acknowledgment of the applicable program requirements and these Rules and Regulations.

Where a separate signature, release, consent, recording agreement, or other authorization is required, participation remains subject to completion of that document.