**LEASE AGREEMENT No. SPD-19/020**

**Czech philharmonic orchestra, Alšovo nábřeží 12, 110 01 Praha 1**

ID: 00023264 Tax ID: CZ00023264 CPO register number with Ministry of Culture

represented by Michal Medek

(hereinafter referred to as 'Lessor')

and

**European Foundation for Support of Culture**

ID: VO/1098 Tax ID: 920013412 Bank details: 1570048420660146

represented by Konstantin Ishkhanov

(hereinafter referred to as 'Lessee')

in accordance with the provisions of Act 89/2012, the Civil Code, as amended, are concluding this Agreement on the undermentioned day, month and year (this Agreement and its annexes shall hereinafter be referred to as the “Agreement”):

1. The Czech Philharmonic Orchestra Lease Rules (hereinafter the “Lease Rules”) shall form an integral part of this Agreement. The Lessee hereby expressly represents and warrants that they are familiar with the Lease Rules, and the Parties have agreed that the Lease Rules shall be included in the rights and responsibilities of the Parties under this Agreement. This Agreement shall only take precedence if any of the provisions hereof expressly stipulate otherwise than set out in the Lease Rules. The terms used in this Agreement and its annexes, which are defined in the Lease Rules, shall have the meaning attributed to them in the Lease Rules.
2. The Lessor shall hand over the leased premises specified in an annex to this Agreement to the Lessee. The annex sets out the purpose of the lease, the time schedule (date and time) of the lease, the leased premises (e.g. Dvořák Hall, Suk Hall, Foyer, Gallery, Ticket Desks, Studio, etc.) and/or movables (e.g. musical instruments), and other services, if any, which the Lessor undertakes to render.
3. The amount of rent and other payments is derived from the Rental Rates; the Lessee expressly confirms that they are familiar with the Rental Rates.
4. The total price for the scope of the lease under this Agreement, including a detailed breakdown, is specified in an annex hereto. Should the scope of the lease change (see Article II of the Lease Rules), the total price shall change accordingly. The Lessee shall pay 100% of the total price listed in the annex to the Lessor no later than seven days prior to the first deadline set out in the annex.
5. All changes to this Agreement shall be carried out in accordance with Article II of the Lease Rules. This Agreement is executed in two counterparts, one for each Party.
6. This Agreement shall come into force on the date of its conclusion and becomes effective by its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. Publication of this Agreement in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended, shall be ensured by the Lessor. The Contracting Parties note that this Agreement contains provisions or data which in accordance with Act No. 340/2015 Coll., as amended, will not be published in the Register of Contracts under this Act (hereinafter referred to as "non-public data"). Non-public data is the trade secret of the parties, information on the calculation of the price or other information not published in accordance with the law. The Parties have agreed that the one who publishes the contract will ensure that non-public data is obliterated and not quoted even in metadata. The non-public data in this Agreement are: data on dates and times and price calculation in the annex (including individual price calculation items, base prices, price adjustments and resulting unit prices, but excluding the total price). The Contracting Party which has provided personal data in this Agreement agrees to the disclosure thereof in the text of the Agreement published in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended; if it provides any personal data concerning a third Party, it declares and is responsible for having such consent also from the third Party concerned, unless the consent of the third Party concerned was not required by law

Prague, on …………………………………….. Prague, on……………………………………..

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Lessor Lessee

Person responsible for the correctness of copy: Špačková Alena

Annex to Agreement No. SPD-19/020

**Term and subject of lease:**

|  |  |  |
| --- | --- | --- |
| xxxxx | rehearsal | Dvorak Hall |
| xxxxx | rehearsal | Dressing Room n.1010 |
| xxxxx | rent | Dressing Room n. 0029 |
| xxxxx | rent | Dressing Room n. 0030 |
| xxxxx | rent | Dressing Room n. 0014 |
| xxxxx | rent | Dressing Room n.1010 |
| xxxxx | concert | Dvorak Hall |

**Budget (VAT not incl.):**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Qty.** | **Base price** | **Price adjustment** | **Unit price** |
| European Tour of the Armenian State Symphony Orchestra |  |  |  |  |
| xxxxx | 1 | xxxxx | xxxxx | xxxxx |
| xxxxx | 2 | xxxxx | xxxxx | xxxxx |
| xxxxx | 1 | xxxxx | xxxxx | xxxxx |
| xxxxx | 2 | xxxxx | xxxxx | xxxxx |
| xxxxx | 3 | xxxxx | xxxxx | xxxxx |
| Total: |  |  |  | 5 617,07 € |

Exchange rate on 28.01.2019: 1 EUR = 25,725 CZK

Prague, on…………………………………….. Prague, on……………………………………..

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Lessor Lessee

Person responsible for the correctness of copy: Špačková Alena