

[REDACTED]

**C O N T R A C T No. 3/2019/SI on performing of a theatrical performance at the international puppet
Festival SPECTACULO INTERESSE**
concluded pursuant to the provision of § 1746 par. 2 of the Act No. 89/2012 Coll., Civil Code, in and between:

Company: **STICHTING PRO PRO PRODUCTIES / TEATER LICHTBENDE**
registered office: 1e Schinkelstraat 14, 1075 TX Amsterdam
tax domicile: Netherlands does not have a permanent establishment in the territory of
the Czech Republic
represented by: Stichting Pro Pro Producties
ID No.: NL.8169.98.140; VAT ID No.: NL.8169.98.140.B01

[REDACTED]

[REDACTED]

and
Organizer: **Puppet Theatre Ostrava, allowance organization**
the registered office: Pivovarská 3164/15, 728 32 Ostrava – Moravská Ostrava
represented by: JUDr. Jarmila Hájková, Manager
ID No.: 00533874; VAT ID No.: CZ 00533874, VAT non-payer

[REDACTED]

[REDACTED]

I

1. The Guest company undertakes to perform a theatrical performance entitled [REDACTED]

[REDACTED]

2. The Guest company undertakes to fulfil all the obligations against the collective administrators of rights including the reimbursement of remuneration for every implemented performance.

II

1. The Organizer undertakes:

[REDACTED]

- b. to reimburse the Guest company:

TOTAL

4.000 EUR

2. The Organizer shall reimburse the total amount under the Art. II.1. b. of this contract (alternatively):

- a. upon the invoice issued by the Guest company after implementation of the performance, the invoice due is set for 14 days from the date of service of the DLO's invoice. Financial funds shall be transferred to the mentioned above bank account of the Guest company;
 - b. upon the invoice issued by the Guest company in cash at DLO's cashier's office after implementation of the performance under this contract.
- The condition of reimbursement of the claims of the Guest company specified in the Art. II.1.b. of this contract is the provision of the certificate on the tax domicile by the Guest company.

3. The DLO is an identified person under the provision of § 6h of the Act No. 235/2004 Coll., on VAT and under the provision of § 108 par. 1 letter c) clause 1 of this Act it is created its obligation to declare and pay VAT in the statutory amount.

III

1. The Organizer undertakes:

to secure the Guest company the technical conditions, whose list is given in the Annex No. 1 to the contract

IV

1. The Guest company may call off its performance only in the case of force majeure, in particular of the proved serious illness of some of the main performer, if the Company cannot make alternation for him/her on the appropriate level.
2. If the Guest company calls off the performance due to different reasons, it is liable to notify immediately of such fact the Organizer and to reimburse the DLO for the cost incurred in preparation of the performance, or the cost that is inevitable in provision of an alternative performance.
3. The Organizer has the right to cancel the contractually agreed performance (participation of the Guest company at the Festival) if the Guest company does not observe the contractually agreed conditions, or if there is seriously jeopardized the giving of performance or the level of the Festival.
4. All extraordinary situations that will arise in the time of preparation of the performance or in the time of holding the Festival shall be resolved by agreement so as to keep the program of the Festival and not jeopardize its level.
5. In the case that one of the parties does not meet any of its obligations stipulated in this contract or causes a damage to property of the other contracting party, the party that has not met the obligation or has caused the damage, will bear the responsibility for the caused damage and make good the damage to the other party to the

full extent. The Organizer is entitled to set off the claim for compensation of the damage against the monetary claims of the Guest company.

6. The contracting parties undertake to meet carefully the terms and conditions of this contract and thus to ensure a successful course of the Festival.

7. The contracting parties take into account that in accordance with the Act No. 340/2015 Coll., this contract will be disclosed in the Register of contracts. Upon application of the Act on Register of contracts this contract may be disclosed only by the Organizer in 30 days after its concluding. If this contract is not disclosed by the Organizer during such time, any contracting party is entitled to disclose it under the Act on Register of contracts. The Organizer is entitled to make information unreadable in the contract in accordance with the Act on Register of contracts, i.e. in particular, but not exclusively, the information regarded by him as to be his business secret.

8. This contract comes into force on the day of signing by both parties and is executed in two counterparts.

In Ostrava on

For DLO:

JUDr. Jarmila Hájková, Manager

In **Amsterdam** on **11-7** 2019

For th

Rob Logister