**GUEST PERFORMANCE AGREEMENT**

concluded pursuant to § 1746 Para. 2 Act no. 89/2012 Coll., Civil Code, as amended

between

**Národní divadlo Brno, příspěvková organizace** (The National Theatre Brno) registered in the Commercial Register at the Regional Court in Brno, Section Pr, Insert No 30 Seat: 65770 Brno, Dvořákova 11, Czech Republic Represented by: **MgA Martin Glaser, Director**

IČ (identification number): 00094820

DIČ (tax identification number): CZ00094820

Bank details: UniCredit Bank IBAN:CZ4927000000002110126631 SWIFT: BACXCZPPXXX

on the o n e s i d e

(hereinafter only Organizer)

and

**Theater Bremen GmbH**

Registered beim Amtsgericht Bremen HRB 5020

Seat: Goetheplatz 1-3, 28203 Bremen, Germany

Represented by **Michael Helmbold, Kaufmänischer Geschäftsführer**

**und Michael Börgerding, Generalintendant**

VAT DE 11 44 39 058

ID 46 01 46 01 528

Tax residency: Germany

on the o t h e r s i d e

(hereinafter only Bremen Theater)

**§ 1 Subject of the contract**

1. The Organizer engages the Bremen Theater to stage the Leoš Janáček´s **opera "Jenůfa, Directed by Armin Petras, at the Mahen Theater Brno on 2nd October 2020 at 7 pm**

under the following conditions and the Bremen Theater undertakes to perform the above performance under the conditions agreed upon and on a highly professional, the maximum achievable artistic level.

1. The Parties will coordinate any question with artistic, technical, financial and organizational content regarding this contract in close cooperation.
2. The purpose of this Agreement is to properly perform the above performance.

**§ 2 Schedule**

September 29, 2020 – day of arrival (technical staff - max. 25 pax)

September 30, 2020 – unloading, set up, lights, video, sound

October 1, 2020 – stage building, lighting, video, sound, props,

arival company – (max.143 pax)

October 2, 2020 at 11am – stage rehearsal

at 19:00 performance of Jenůfa

October 3, 2020 – set down, loading

departure company

October 4, 2020 – departure tech. staff (max. 25 pax)

Changes to the schedule are only possible by agreement of both parties.

**§ 3 Price Arrangement**

The price for performance is determined by a fixed amount:

1. The contract price for the performance pursuant to § 1, point 1 of the contract is set at

**96.714,- EUR net, ie 109.105,- EUR gross**, of which:

a) Performance fee (incl. rental fee of the music material)

is: 70.214, - EUR net, ie 82.605, - EUR gross

b) Production costs (including transport of decorations,costumes, music instruments and other equipment) are : 26.500, - EURo net, ie 26.500,- EUR gross

2. The Organizer shall ensure in addition at its own expense:

a) bus transfer of all company members incl. staff from the main railway station Brno to the Hotel Continental on arrival and back on departure from Brno.

b) accommodation with breakfast for all company members incl. staff during the technical preparation, rehearsals and performances referred to in § 1 of the contract, in the Hotel Continental Brno, Kounicova Street for a maximum of 168 persons as follows:

29.9. - 4.10.2020 25 single rooms standard (5 nights)

1.10. - 3.10.2020 123 superior single rooms (2 nights)

                                    20 single rooms standard (2 nights)

Ev. increase in accommodation, cancel fees and all other services taken at the hotel in addition to the accommodation and breakfast will be paid for by the Bremen Theater.

3. Method of payment:

The amount referred to in § 2 point 1. of this Agreement shall be paid in two installments:

- 1.payment of 40% of the total amount referred to in § 3 point 1. on 30.6.2020 at the latest.

- Settlement up to the total amount pursuant to § 3, 1. after performance, referred to in §1 of the

contract

4. All payments under this Agreement will be made on the basis of invoices issued by the Bremen Theater, payable within 14 days of their delivery to the Organizer, after the taxation in the Czech Republic to the account specified on the invoice.

5. Both Parties agree to apply SHA (shared) bank charges to all payments made under this Agreement.

6. The Organizer undertakes to pay, in addition to all the amounts paid under this Agreement, any VAT at the rate applicable on the day of the chargeable event.

7. All other costs related to the performance mentioned in § 1 shall be borne by the Bremen Theater

8. Revenues from the sale of tickets for the performance in question referred to in § 1 belong to the Organizer.

**§ 4**

**Taxation**

The taxation of amounts and non-monetary executions above will be carried out in accordance with the applicable tax laws of the Czech Republic, resp. under the Double Taxation Treaty between the Czech Republic and Germany.

**§ 5**

**Obligations of the Bremen Theater**

1. The Bremen Theater undertakes to secure and pay all copyrights and licenses for the performance in question and to secure the musical material and to pay the rental fee of the musical material for the performance referred to in § 1 of the contract.

2. The Bremen Theater will make available soloists, choir, orchestra, conductor, choirmaster, technical and service personnel necessary for the performance, complete stage and costume design and musical instruments

3. The Bremen Theater shall arrange for the transport of all the participants on the performance referred to in § 1 of the contract at its own expense.

4. The Bremen Theater shall arrange for the transport of the set and costume, props, music instruments and other necessery equipments at its own expense for the purpose of performing the performance according to § 1 of the contract.

5. The Bremen Theater will hand over the cast of the soloists to the Organizer upon signing the contract in the form of an annex to the contract; changes of cast will only be possible for serious reasons, after prior discussion with the Organizer.

6. The Bremen Theater will provide the Promoter with promotional materials, photographs and CV upon request for the purpose of promotion and publication in the festival catalog, free of charge, free from the rights of third parties.

7. The Bremen Theater will hand over the technical rider to the Organizer on request.

8. The Bremen Theater will provide the Accommodation List upon request of the Organizer and will respect the cancellation conditions of the Hotel Continental, which will be handed over to the Bremen Theater.

9. The Bremen Theater is obliged to ensure the safety of things and other facilities that will be brought to the organizer's theater premises in connection with the performance and acknowledges that the organizer bears no responsibility for any damage to these things unless they are caused in connection with the performance. activities of the organizer.

10. The Bremen Theater is obliged to respect the observance of safety and fire regulations in cooperation with an authorized employee of the Organizer, connected with the operation of the theater building of the Organizer and reserved facilities, thus preventing possible injuries and property damage. These Regulations are annexed to this Agreement and are an integral part thereof.

11. Before the contract is signed, the Bremen Theater undertakes to provide the Organizer with an actual Certificate of tax residency of the Bremen Theater and an official confirmation that it has not been established for business purposes.

12. The Bremen Theater undertakes to ensure that all members of its ensemble participating in the hosting according to § 1 of the contract will have an A1 form valid at the time and place of the hosting.

13. The Bremen Theater also undertakes to fulfill the obligations arising from the provisions of Directive 96/71 EC, listed below under the link below:

<https://europa.eu/youreurope/business/staff/posting-abroad/index_en.htm>

14. The Bremen Theater declares that all persons participating in the performance under this contract are residents, resp. have tax domicile in the European Union, resp. countries that have with the Czech Republic a valid and effective double taxation agreement or tax information exchange agreement, or are party to a multilateral international withholding tax information agreement that is valid and effective for the Czech Republic according to the current OECD list available on: <http://www.oecd.org/tax/exchange-of-tax-information/Status_of_convention.pdf>

**§ 6**

**Obligations of the Organizer**

The Organizer undertakes:

- Pay the price of the performance and fulfill its obligations under this contract.

- Ensure adequate promotion of the performance and sale of tickets.

- Ensure the theater programs to the performance in question

- Provide technical staff and available technical equipment of the Mahen Theater

according to the submitted technical plans (lights, sound, floor plan of the MD stage) as agreed

between both parties in the technical rider.

- Provide 4 free tickets to the Bremen Theater for the performance according to § 1.

**§ 7**

**Compensation for damages**

1. In the event of force majeure, each Contracting Party shall bear its own costs.

If the performance does not take place due to force majeure, the Bremen Theater is obliged to

return the full advance payment to the Organizer's account immediately after the performance

was canceled due to force majeure.

Both parties may terminate the contract in case of force majeure where the prerequisites for

performing the performance under the contract are not created.

Force majeure shall include contingencies of extraordinary nature beyond the control of the

parties, such as war, strike, epidemic, demonstration, crime, etc., which prevent one or both

parties from fulfilling their contractual obligations.

2. If the performance referred to in § 1 of this Agreement does not take place of the Organizer's fault,

the Bremen Theater is entitled to reimbursement of the costs already incurred in connection with

this performance. The Bremen Theater is obliged to prove these costs. These proven costs will be

credited to the already provided advance payment to the Bremen Theater.

3. If the performance referred to in § 1 of the contract does not take place due to the fault of the

Bremen Theater, the Bremen Theater is not entitled to any financial performance under this

contract and the Bremen Theater must reimburse costs incurred related of the Organizer, refund

his damage and has to return the provided advance payment to the Organizer immediately after

the performance is canceled.

**§ 8**

**Miscellaneous**

1. The Organizer undertakes to present the guest theater in all publications under the title:

                                           THEATER BREMEN

2. The Bremen Theater grants the Organizer the right to make a visual record of rehearsals and performances, not exceeding 5 minutes, for use for promotional, informative or archive purposes without additional payment.

3. The Bremen Theater agrees with the audio and DVD recording of the complete performance solely for internal purposes, and the Bremen Theater will receive (free of charge) a copy of each recording made for archival purposes.

4. The organizer is entitled to use the logo of the Bremen Theater for the purpose of promoting the performance in question.

**§ 9**

**Final Provisions**

1. Amendments and additions to this Agreement may be made only in writing.

2. This Agreement is governed by the Czech law. The parties will endeavor to resolve all problems by amicable agreement and if they fail to reach an agreement, the competent court in Brno will decide.

3. This Contract has been drawn up in two originals, of which, after their signature, each Contracting Party shall receive one copy.

4. Both contracting parties agree to publish this contract in its full wording in the register of contracts pursuant to Act No. 340/2015 Coll. (Act on the Register of Contracts) and on the profile of the contracting authority of the National Theater in Brno pursuant to Act No. 134/2016 Coll., on Public Procurement.

5. The Agreement shall enter into force on the date of signature by both Contracting Parties and shall take effect on the date of its publication in the register of Contracts.

Attachments:

Attachment No 1 – Fire protection and safety regulations in NdB

Attachment No 2 – Certificat of Tax residency of the Bremen Theater, valid for 2020

Attachment No 3 – Confirmation that the Bremen Theater was not established for business purposes

Bremen, on Brno, on

**Theater Bremen GmbH National Theater Brno přísp. org.**

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Michael Helmbold Martin Glaser

Kaufmännischer Geschäftsführer Director

………………………………………………………… ..

Michael Börgerding

Generalintendant

**Attachment No.1**

**Fire protection and occupational safety training for visiting artist ensembles at the National Theatre in Brno, contributory organisation, Dvořákova 11, 602 00 Brno**

**A.**

**In the interest of fire protection at the NBD, all visiting artists shall:**

1. In doing any work or exercising any activity, behave in a way preventing from the occurrence of a fire, follow fire protection instructions and issued precautions, bans and instructions related to fire protection. They shall become familiar with the workplace fire regulations, fire alarm instructions of the NDB and the evacuation plan.

2. Any observed fire event shall be promptly extinguished using available fire extinguishers and if not possible, a fire alarm shall be promptly raised and assistance shall be called up as per the fire alarm regulations. Fire in the NDB buildings shall be reported to the reception, fire reporting office. In containing and extinguishing a fire or and any other natural disasters or incidents, everyone shall provide personal and material assistance (see Act No. 67/2001 Sb. § 18 and 19) as requested by the incident commander.

3. Each person shall report the occurrence of a fire at a workplace to his/her supervisor or to the fire reporting office.

4. It shall be ensured that after finishing any work at the workplace, the workplace shall be left in a safe condition and any defects that could cause a fire event shall be promptly reported to the supervisor.

**It is strictly forbidden to smoke in the NDB buildings**. The only exemption is the smoking room in the Mahen Theatre. The buildings are visibly marked with a safety sign „No smoking“. Cookers and any other appliances that are not in the possession of the NDB may not be used in the NDB buildings.

**B.**

**All artists visiting the NDB shall ensure the following in the interest of H&S:**

1. Follow legal regulations concerning H&S that they have been duly familiarised with.

2. Behave in a way not putting their health and the health of their colleagues at risk.

3. Duly treat any injury (first aid kits are located in the theatre) and report them promptly to the direct supervisor (stage manager) who will make a record in the „Performance report“.

4. Not consume alcohol or any narcotics at the NDB, not come to work under their influence and follow the no-smoking ban.

5. Not perform any work on el. installations unless the person holds the required qualification (Reg. No. 50/1978 Sb.), strictly restrict the work to the operation of machines, instruments and equipment that the person is authorised or instructed to operate. Not to remove covers and intervene in live parts, in the event of a defect the machine shall be promptly disconnected and the defect reported to the supervisor.

**Only qualified persons may work on electric circuit parts.**

6. Report to the direct supervisor all shortcomings and defects that might endanger H&S and take part in their remedying as reasonably possible.

7. Undergo an examination carried out by the NDB senior staff, safety technician or a public authority to identify whether the staff are not under the influence of alcohol or any other narcotics.

Training is the responsibility of the appointed member of the visiting ensemble:

First name and last name: …………………………