

Contract no. O-115-2020

for short-term sub-lease of premises intended for commercial use

in Obecní dům Prague

for event: Concert 06.12.2021

concluded by the following contracting parties pursuant to Act No. 89/2012 Sb., civil code, as amended.

I. Contracting parties

- 1. LESSEE:** **Obecní dům, a.s.**
Registered office: nám. Republiky 1090/5, 111 21 Prague 1,
ID no.: 27251918
Tax reg. no.: CZ27251918 (being a VAT payer)
Represented by: Mgr. Vlastimil Ježek, Chairman of the Board of Directors
and Mgr. Jan Lacina, Vice-chairman of the Board of
Directors
Entry in the Commercial Register: Municipal Court in Prague, Section B, Insert no. 9990
Bank account at: ČSOB a.s., Prague 1
Bank account no.: 220080516/0300

(hereinafter referred to as the "**Lessee**")

and

- 2. SUB-LESSEE:** **BA Management GmbH**
Registered address/address: Königsallee, 60F, 40212 Düsseldorf, Germany
ID no.: DE 30071 4499
Tax reg. no.: 133/5806/1781
Represented by: xxxxxx
Bank account at: Deutsche Bank Düsseldorf, Germany
Bank account no.: xxxxxxxxxxxxxxxxx
Entry in the Commercial Register: HRB 75036 (District Court Düsseldorf)

(Hereinafter referred to as the "**Sub-lessee**")

Should the Sub-lessee be an entrepreneur, a copy of the Sub-lessee's entry in the Commercial Register shall be attached to this contract as **Annex No. 3**. If the Sub-lessee is not entered in the Commercial Register, a copy of the Sub-lessee's Trade Licence (a copy of the Sub-lessee's entry in the Register of Trades) shall be attached to this contract instead as **Annex No. 3**.

II. Introductory Provisions

Pursuant to Lease Contract No. NAO/58/01/007368/2005 dated July 22, 2005, and concluded between the city of Prague and Obecní dům, a.s., approved through a resolution by the Council of the City of Prague No. 1091 dated July 19, 2005, the Lessee has rented the immovable property, specifically premises no. 1090 situated on building lot no. 588 (buildings of Obecní dům v Praze) and on lot no. 588, both located in the Staré Město cadastral territory, Prague municipality, entered in the Land Register at the Land Register Office for the city of Prague, cadastral branch of Prague, in Certificate of Title No. 122.

Pursuant to Lease Contract No. NAO/58/01/007368/2005 dated July 22, 2005, the Lessee may sub-lease the non-residential premises, located in the building of Obecní dům, at nám. Republiky 1090/5, 111 21 Prague 1 (hereinafter referred to as "**Obecní dům**"), to the the Sub-lessee under the contractual terms specified herein.

III. Subject, term and purpose of the sub-lease

The Lessee shall hereby relinquish the below-specified non-residential premises situated in the building of Obecní dům to the Sub-lessee to be used for a determinate period from 17:00 to 22:00 o'clock and the Sub-lessee hereby accepts these premises for his use:

Smetana Hall

(hereinafter referred to as the “**subject of the sub-lease**”).

The Sub-lessee shall use the subject of the sub-lease for the purpose of organizing **concert**

(hereinafter referred to as “**event**”) in the period from **20:00 to 22:00 o'clock** for a maximum number of participants as specified in the Smetana Hall seating layout (**Annex No. 6**), who shall use the subject of the sub-lease in compliance with the purpose of the sub-lease and with the Sub-lessee's consent. The subject, purpose and term of the sub-lease as well as the payment for the sub-lease are all specified in **Annex No. 1** hereto, which is an indivisible part of this Contract.

The Lessee and Sub-lessee shall document the handover and takeover of the subject of the sub-lease upon commencement of the sub-lease and also upon termination of the sub-lease in the form of a written report. A sample report is in **Annex No. 5** hereto.

IV. Services provided in relation to the sub-lease

IV.1.

The Lessee shall render the Sub-lessee the following basic services as part of the subject of the sub-lease:

- heating
- air conditioning
- essential lighting
- hall adjustment (arrangement of the movables in compliance with the Sub-lessee's requirements)
- basic cleaning of the subject of the sub-lease before and after the event, excluding waste disposal.

(hereinafter referred to as “**basic services**”)

IV.2.

The basic services shall be paid for by Sub-lessee in a lump sum (hereinafter referred to as the “lump sum”), which is specified in **Annex No. 1** and is an indivisible part of this Contract.

The Sub-lessee is responsible for waste disposal. If the Sub-lessee fails to fulfil this obligation and leaves the waste on the premises of Obecní dům, he shall be obliged to pay to the Lessee agreed lump sum of CZK 10,000 + VAT for waste disposal within five (5) days under request of the Lessee.

IV.3.

Should the parties agree that the Lessee shall provide the Sub-lessee with other than basic services related to the sub-lease (hereinafter referred to as “**additional services**”), such agreement concerning additional services and their price (**Annex No. 4** – Price List of Additional Services) shall be included in the event report (**Annex No. 5** – Event Report). The price for the additional services shall be paid by the Sub-lessee upon the final billing under Clause VII herein.

IV.4.

The Sub-lessee acknowledges that the Lessee's catering services are provided by **Vyšehrad 2000 a.s.**, IČ: 60197315, address: Vratislavova 17/38, 128 00 Prague 2, and by **Foodway Catering s.r.o.**, IČ: 07424388, address: Říčn1 539/2, Malá Strana, 118 00 Prague 1. The Sub-lessee shall have the right to use a different caterer provided he informs the Lessee's representative of his intention to use this caterer prior to the event and provided this caterer complies with all conditions set by the Lessee. In addition, the Sub-lessee or the caterer selected by the Sub-lessee shall conclude a separate contract for the sublease of catering areas as specified below. The Sub-lessee acknowledges that the catering companies specified above, or other caterers, shall sub-lease at least one preparation room

(room no. 5029 and/or room 5090) for a limited period of time as a necessary pre-condition for their activities specified in this contract, which shall be stipulated in a separate contract governing the sub-lease of catering areas, drafted by the Lessee, and concluded between either the Sub-lessee or a caterer of his choosing, and the Lessee.

V. Payment for the sub-lease and services

Both parties agreed payment for the use of the subject of the sub-lease is CZK xxx + VAT (hereinafter referred to as "**payment for the sub-lease**").

Basic services agreed upon by the contracting parties are included in the payment for the sub-lease as stipulated above in this article.

The price for additional services shall be determined based on the event report and the price list of additional services specified in **Annex No. 4** and in **Annex No. 5** hereto.

All stated sums do not include the value added tax (hereinafter referred to as "**VAT**"). All the above amounts will be charged to the Sub-lessee together with value added tax at the statutory rate.

VI. Security deposit

The Sub-lessee undertakes to pay a security deposit of 100% of the sum representing the agreed payment for the sub-lease and the lump sum, all including the VAT, that is a sum totalling CZK xxx based on an invoice issued by the Lessee. The security deposit is payable to the above-specified Lessee's account no later than 7 days before the commencement of the event. Should the Sub-lessee fail to pay the security deposit or any other related instalments before the below due date, the Lessee shall be entitled to unilaterally withdraw from this Contract and Sub-lessee shall pay the agreed contractual penalty to the Lessee for failure of a contractual obligation parties in the amount equal to the security deposit without value added tax. In the event that the Sub-lessee pays partial payment on the security deposit, the Lessee is entitled to use (compensate) that partial payment on contractual penalty in accordance with this Article VI. of the contract.

The Lessee's right to contractual penalty is not affected by such a unilateral withdrawal by the Lessee from this Contract.

| Due date | Sum (CZK) | Percentage of the security deposit |
|------------|-----------|------------------------------------|
| 29.11.2021 | xxx | 100,0 |

The security deposit shall secure that any obligations of the Sub-lessee ensuing from this Contract are performed and that any claims arisen to the Lessee due to any breach of this Contract by the Sub-lessee are settled.

The contracting parties agree that the security deposit paid to the Lessee by the Sub-lessee as stipulated in this Contract will not be subject to interest throughout the duration of this Contract.

VII. Billing of the payment for the sub-lease and for rendered services

VII.1.

The Lessee shall bill the security deposit paid by the Sub-lessee (Clause VI) against the agreed payment for the sub-lease and the lump sum for basic services, price of additional services (Clause V) and as the case may be any compensations under Clause VIII by issuing an invoice. The Sub-lessee is obliged to pay any outstanding payment to the Lessee no later then on the due date specified in the billing report.

VII.2.

The date of payment of any sum that is to be paid to the Lessee under this Contract shall be considered the day when the pertinent sum of money has been credited to the Lessee's account.

VIII. Partial withdrawal from the Contract (cancellation of the sub-lease of individual premises), withdrawal from the Contract as a whole (cancellation of the planned event) by the Sub-lessee**VIII.1.**

At any time prior to the day of the sub-lease term's commencement, the Sub-lessee is entitled to inform the Lessee in writing that he shall not use some or any of the non-residential premises of the subject of the sub-lease in the agreed term, for any reason, and to withdraw from this Contract partially or fully. If the Sub-lessee withdraws from the contract only partially and shall not use some of the non-residential premises of the subject of the sub-lease, this withdrawal shall not affect the validity of this Contract as a whole.

VIII.2.

The Sub-lessee is obliged to confirm his withdrawal in writing, by sending a registered letter, within 14 days from the day the withdrawal notice was sent. The effects of the withdrawal shall commence on the day of the delivery of the withdrawal notice to the Lessee. If the Sub-lessee fails to confirm the withdrawal notice by sending a registered letter, it shall be deemed that the Sub-lessee has not withdrawn from the Contract, even partially.

VIII.3.

In the event of a withdrawal by the Sub-lessee from the Contract as a whole, the parties have agreed on compensation. The compensation shall be determined based on the agreed payment as follows:

- 100%, if the Sub-lessee's written notice is delivered in 15 calendar days or less prior to the first day of the sub-lease under this Contract.
- 80%, if the Sub-lessee's written notice is delivered within 16-60 calendar days prior to the first day of the sub-lease under this Contract.
- 50%, if the Sub-lessee's written notice is delivered within 61-90 calendar days prior to the first day of the sub-lease under this Contract.
- 10%, if the Sub-lessee's written notice is delivered within 91-180 calendar days prior to the first day of the sub-lease under this Contract.

The Lessee may draw the compensation for withdrawal from the security deposit (under Clause VI hereof) if the security deposit has been at least partially credited to the Lessee's account. If the security deposit has not been credited by the Sub-lessee to the Lessee's account even partially or if the security deposit does not cover the agreed compensation, the Lessee shall send the Sub-lessee a tax and accounting document (an invoice) for the pertinent withdrawal compensation or the difference and the Sub-lessee is obliged to pay it before the due date specified in the invoice.

VIII.4.

In the event of the Sub-lessee's partial withdrawal from the contract (i.e., Sub-lessee's intention not to use some of the non-residential premises specified in the subject of the sub-lease in the agreed term), the parties have agreed upon compensation for withdrawal (hereinafter referred to as "**compensation for partial withdrawal**"). The amount of the compensation for partial withdrawal shall be determined based on the payment for the sub-lease agreed for the non-residential premises specified in the subject of the sub-lease from which the Sub-lessee has withdrawn and shall be determined pursuant to Clause VIII.3. The payment of the compensation for partial withdrawal shall be performed in the manner specified in Clause VIII.3 hereof.

IX. Other provisions

IX.1.

The Sub-lessee acknowledges that should he hereunder engage in public music performance pursuant to Act No. 121/2000 Sb. on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act), he is obliged to inform the pertinent collective administrator (Copyright Protection Association for Musical Works – OSA) about the programme of this event pursuant to relevant provisions of the Copyright Act. The Sub-lessee further undertakes to pay any and all royalties for such public performance. The Sub-lessee shall be liable to the Lessee for any damages suffered by the Lessee due to violations of the Sub-lessee's obligations to notify and make payments to the collective administrator.

IX.2.

The Sub-lessee undertakes to observe the General Obligations of Sub-lessees as specified in **Annex No. 2** hereto, including a strict smoking ban in the areas covered by the sub-lease, excluding such non-residential premises included in the subject of the sub-lease which are designated for smoking and clearly marked as such. Should this smoking ban in the subject of the sub-lease be breached, the Sub-lessee will be charged a contractual penalty of CZK 2,000 for each participant in the event who would breach this smoking ban, which will be specified in the pertinent event report. The Sub-lessee undertakes to pay this contractual penalty to the Lessee upon receiving notice of the penalty.

IX.3.

The Sub-lessee acknowledges and agrees with the stipulation that smoking of tobacco products (including electronic cigarettes) is prohibited in the Municipal House in Prague. The right of the Sub-lessee to place advertisements or an advertisement stand of a manufacturer of tobacco products (including electronic cigarettes) is not affected for the duration of the sub-lease; however the following conditions apply: the advertised tobacco products will not be offered for direct consumption (direct usage) in the Municipal House premises, including samples of tobacco products (also including electronic cigarettes). In the event of a breach of this obligation as specified in this contract, the contractual parties have agreed that the Sub-lessee will be charged a contractual penalty in the amount of CZK 50,000 and the Sub-lessee is obliged to pay this penalty to the Lessee upon being given notice.

IX.4.

No later than on **22.11.2021** shall Mr **xxx** come, as a representative of the Sub-lessee, to the above address of the Lessee to discuss the particulars of the sub-lease (event) with an authorized employee of the Lessee (hereinafter referred to as "**administrator**"). Should this representative be changed in the meantime, the Sub-lessee is obliged to notify the Lessee of such a fact in writing and without undue delay. Should he fail to do so, no other person shall be considered to be a representative of the Sub-lessee under this section of this Contract.

IX.5.

The Sub-lessee acknowledges and accepts the fact that should an event pursuant to this Contract be organized in Smetana Hall, the premises specified as Balcony I, II, first tier on the left and Balcony I, II, first tier on the right shall be reserved for his own use during the event. The Lessee is not obligated to pay any financial remuneration to the Sub-lessee for these spaces during the event.

IX. 6.

The Sub-lessee undertakes to use the subject of the sub-lease in such a manner that will not excessively limit Lessee's and other sub-lessees' activities or activities of other individuals using the areas located in the building of Obecní dům. In this context, the Sub-lessee acknowledges that the event for which the Sub-lessee has rented the subject of the Sub-lease pursuant to this contract shall not limit the access of the Lessee and/or sub-lessees and/or third parties either visiting or using these areas for their activities.

X. Consequences of any breach of this Contract

The parties have agreed that:

X.1.

should the Sub-lessee fundamentally breach this Contract (the subject of the sub-lease is damaged or used in contrast with the agreed purpose of the sub-lease, etc.) or should he fail to take over or hand over the subject of the sub-lease or should he decline to sign the handover report, the Lessee is entitled to a contractual penalty of 20% of the agreed security deposit pursuant to Section VI hereof.

X.2.

should the Sub-lessee be in arrears with payment of the invoice issued by the Lessee pursuant to Section VII herein, the Lessee is entitled to a contractual penalty of 0.05% of the outstanding amount for each day of such delay.

XI. Withdrawal from the Contract by the Lessee

The Lessee is entitled to withdraw from the Contract unilaterally:

XI.1.

should there be a technical or other defect in the building or within the subject of the sub-lease which precludes the sub-lease of these premises for the purpose agreed upon by the parties in this Contract or in its **Annex No. 1**.

XI.2.

should a Sub-lessee's representative fail to meet with the Lessee on the Lessee's premises within the term agreed upon in Section IX.4 hereof or in any alternative term determined for this case and announced to the Sub-Lessee by the Lessee in writing, unless the parties have agreed otherwise.

XI.3.

should the Sub-lessee fundamentally breach this Contract despite prior (including oral) notice by the Lessee (the subject of the sub-lease is damaged or used in contradiction with the agreed purpose of the sub-lease, the Sub-lessee or persons who are within the subject of the sub-lease breach obligations stipulated in the General Obligations of Sub-lessees, etc.). In such a case, the Sub-lessee is obliged to vacate the subject of lease immediately upon a notice by the Administrator, without any undue delay.

XI.4.

should the Sub-lessee breach their obligations as specified in Section IX.6 hereof.

XI.5.

This Contract shall be cancelled upon the delivery of a notice of withdrawal. Only such rights and obligations of contracting parties shall remain in force which are stipulated by law or which shall remain in force as is stipulated in this Contract (obligation to pay charges for the sub-lease for the time of the duration of the sub-lease, the lump sum, the right to the compensation for withdrawal, the right to a contractual penalty, etc.). Should the Sub-lessee withdraw pursuant to Section XI.1 hereof, the Lessee shall credit the Sub-Lessee the security deposit in full to the Sub-lessee's bank account pursuant to Section I hereof within 10 days. This shall be understood as a settlement of all claims arising from such termination of this Contract between the parties of this Contract.

XII. Final provisions

XII.1.

Any agreement on any changes of this Contract concerning the subject of the sub-lease, the purpose and term of the sub-lease, the amount to be paid and due date for the sub-lease must be made in writing and shall become an amendment hereto.

XII.2.

This contract shall come into force on the day of its signing by both contracting parties. The contract comes into effect on the day of its publication in accordance with the relevant provisions specified in Act no. 340/2015 Sb. as amended.

XII.3.

The contracting parties declare that they have been fully acquainted with the entire text of this contract, including its annexes (excluding **Annex No. 5** – Event Report, which shall be enclosed to this Contract later), that they understand the text and that they are not aware of any legal impediments that would hinder the making of this contract or cause its invalidity. The parties have performed any and all acts necessary for the execution of this Contract and the contract has been signed by their authorized representatives.

XII.4.

The contracting parties declare that all provisions stipulated in Section V thereof, concerning the payment for the sublease and its amount, as well as the provisions stipulated in Section VI thereof, concerning the security deposit and its amount, and the text of **Annex No. 1** are considered a trade secret, which may be disclosed to third parties by either contracting party only with the prior written consent of the other contracting party. The contracting parties acknowledge and agree that the data (hereinafter referred to as “**metadata**”), which constitute the subject of the trade secret, as specified above, shall be excluded from publication in the Contract Register, pursuant to Act No. 340/2015 Sb. as amended. This however does not concern the publication of these metadata in the Contract Register if they are published by the Lessee as a correction pursuant to Section 5 (7) of Act No. 340/2015 Sb. as amended within 30 days from the day when the Lessee received a decision issued by a supervisory body or court which compels the Lessee to publish the unpublished section hereof or the affected metadata in accordance with the regulations concerning unrestricted access to information.

XII.5.

This contract has been made in three (3) counterparts, each considered to have the validity of the original. The Sub-lessee shall receive one (1) counterpart of this Contract, the Lessee shall receive two (2) counterparts hereof. Should there be any discrepancies between these this translation and the Czech original version, the Czech version shall prevail.

Annexes:

- No. 1 Specifications of the sub-lease subject, purpose and term, and of the payment for the sub-lease and the lump sum.
- No. 2 General Obligations of Sub-lessees
- No. 3 A copy of the Sub-lessee's entry in the Commercial Register or a copy of the Sub-lessee's Charter of Foundation (or the Establishing Deed) or a copy of the Sub-lessee's Trade Licence
- No. 4 Price list of additional services
- No. 5 Event Report - pattern
- No. 6. Smetana Hall seating layout

Signed in Prague on: 9.12.2020

Lessee:

Sub-lessee:

.....

Mgr. Vlastimil Ježek
předseda představenstva
Obecní dům, a.s.

.....

xxxxxxxxxxxxx
General Manager
BA Management GmbH

.....

Mgr. Jan Lacina
Místopředseda představenstva
Obecní dům, a.s.

(Translation from Czech)

Annex no. 2

to the Contract on short-term sub-lease of non-residential premises at Obecní dům in Prague

General Obligations of Sub-Lessees

I. Representatives of the contracting parties

1. In relation to short-term Sub-Lessees of the non-residential premises situated within Obecní dům (hereinafter referred to as the "subject of sub-lease"), the Lessee shall be represented by a responsible employee of the Lessee (hereinafter referred to as the "*Manager*"), who for the period of the sub-lease (holding the event) shall be in hand to the Sub-Lessee in the manner agreed in advance (telephone, paging, etc.) as mentioned in the Event Protocol.

2. The Sub-Lessee shall be represented by *the Representative* (see the Contract Art. IX.4.) or by a person, who proves his/her authorization to the *Manager*, issued by a person entitled to bind the Sub-Lessee.

3. *The Manager* shall be approached by *the Representative* in any matters referring to the subject of sub-lease and equipment, taken over by the Sub-Lessee to be used along with the subject of sub-lease.

4. *The Manager* shall also be a person entitled to perform inspections of the subject of sub-lease and a person entitled to give *the Representative* instructions under the executed Sub-Lease Contract (above all this Annex) and other instructions, if it is necessary in order to avert any threatening damage to health, property and environment, or to minimize any already arisen damage.

II. The Event Protocol

1. The handover and takeover of the subject of sub-lease and the course of the sub-lease period (holding the event) shall be recorded in the protocol (hereinafter referred to as the "Event Protocol"). The Event Protocol shall mention any and all necessary facts or facts demanded by the parties, above all an exact time, when the Sub-Lessee has taken over the subject of sub-lease, or handed over the subject of sub-lease back to the Lessee, its condition and furniture, as well as whether the subject of sub-lease is organized pursuant to the Annex no. I. to this Contract. The Event Protocol shall also mention any and all damage with the movables, decoration of the halls, structure elements and fittings (equipment) of the halls. In this case also the time of finding such damage, damage description and cause of such damage shall be recorded, as well as the Sub-Lessee's opinion on the scope and way of origin of such damage.

2. The persons writing the Event Protocol and making any records therein shall be at any time mentioned in the head thereof, the Event Protocol shall be signed for the Lessee by *the Manager* a for the Sub-Lessee by *the Representative*. Should there be any different opinions of these persons on any matter, both opinions shall be mentioned in the Event Protocol and, for urgent resolution of any situation, the *Manager's* opinion shall be decisive and *the Representative* shall be obliged to respect his/her instructions.

III. Entry in the subject of sub-lease

1. Before the event commencement, *the Representative* shall be obliged to take over from *the Manager* the subject of the sub-lease, and to confirm its preparedness in writing in the Event Protocol. After the event termination, *the Representative* shall be obliged to hand over the subject of sub-lease back again to *the Manager* in the Protocol. For an exact time specification of the sub-lease period, the time of takeover and handover given in the Event Protocol shall be binding for both parties.

2. The subject of sub-lease shall be opened and closed by *the Manager* upon request of *the Representative*; should the Sub-Lessee require that the premises are locked in the course of the event (pauses, etc.), this shall be recorded in the Event Protocol. After locking the premises, *the Manager* shall arrange immediate switch-on of the ESS system (electronic security system) within the subject of sub-lease. The premises secured in this way shall be opened for the Sub-Lessee by *the Manager* only upon attendance of *the Representative*. Things left by the Sub-Lessee within such locked premises shall be taken over, in compliance with the list prepared by the Sub-Lessee, while the premises are locked, by *the Manager*, who shall hand them over back to *the Representative* when the premises are opened.

3. The Sub-Lessee shall be obliged to enable the Lessee, *the Manager* or any persons authorized by *the Manager*, to enter into the subject of sub-lease upon request. The Lessee shall also be entitled to enter into the subject of sub-lease even without any consent given by the Sub-Lessee, in the event of any breakdowns or if it is necessary in order to avert any threatening damage to health, property and environment or to minimize any damage already arisen. The same shall apply if the security guard of the building alerts fire or safety alarm for the building.

IV. Inspection of the subject of sub-lease, of activities performed by the Sub-Lessee and notification duty

1. The Sub-Lessee shall be obliged to enable the Manager, including any persons accompanying him/her, to enter into the subject of sub-lease, and to check whether the Sub-Lessee performs the obligations set out in the Contract and in this Annex, but this must not infringe or limit the Sub-Lessee's activity within the subject of sub-lease.
2. The Sub-Lessee shall be obliged to remove any deficiencies found by *the Manager* upon inspection of the subject of sub-lease, within the period fixed by *the Manager*. Should the Sub-Lessee fail to perform this obligation, *the Manager* shall be entitled to instruct the Sub-Lessee to vacate the subject of sub-lease immediately and fully by the Sub-Lessee and also by the Sub-Lessee's visitors.
3. The Sub-Lessee shall be obliged to furnish *the Manager* with any information required by *the Manager*, referring to the subject of sub-lease, or any information related to the Sub-Lessee's activities carried out therein.
4. The Sub-Lessee shall be obliged to protect the subject of sub-lease, including its decoration and movables, as well as any other property of the Lessee, against any larceny, damage, destruction, loss or misuse and to notify *the Manager* of any discovered deficiencies or damages without any delay. Such notification by the Sub-Lessee shall be recorded in the Event Protocol, and *the Representative* shall mention therein any and all facts known to him/her, referring to the individual case.

V. Safety and health protection upon working within Obecní dům

1. The main target of safety and health protection upon working (hereinafter referred to as "SHPW") at Obecní dům (hereinafter referred to as "OD") is to prevent or limit any risks threatening lives and health of employees.
2. The Lessee and the Sub-Lessee shall be obliged to inform each other through their representatives on any risk and to cooperate mutually upon provision of SHPW and upon provision of safe, healthy and health non-threatening working environment for employees fulfilling their job tasks during the sub-lease period (holding the event) within the premises of OD.
3. During the event holding, the Sub-Lessee shall be obliged to follow instructions of the Lessee (i.e. the safety engineer, hall engineer, employees of the business department, employees of electrical maintenance, who are professionally capable to work with electrical equipment). Employees of the Sub-Lessee including other persons fulfilling their job tasks within the subject of sub-lease and within other premises of OD during the sub-lease period (holding the event) may not intervene in operation of stage tensile devices, may not use stage desks and service lifts unless being operated by the Lessee's employees, may not intervene in distribution points of electrical energy and they may make provisional connection of electrical appliances and installation of extension supply lines only upon assistance by the electrical maintenance staff of OD. Within the field of fire protection, they shall further be obliged to accept any decision made by the fire engineer, the chief and the members of fire protection watch of OD.

VI. General provisions

1. Smoking is prohibited within the subject of sub-lease. The Sub-Lessee shall be obliged to advise of this fact all visitors and other persons occurring within the subject of sub-lease with the consent or knowledge by the Sub-Lessee.
2. Within the subject of sub-lease, the Sub-Lessee may not:
 - perform any alterations, which might involve any detriment to its architectonic or operational appearance or cause any damage to its fittings or equipment. This shall above all refer to fixing any banners, gluing on glass, facing, etc.
 - upon concerts to stick any pikes of musical instruments (e.g. contrabasses and violoncellos) in the stage of the Smetana hall, Sladkovský hall and Grégr hall
 - move or otherwise dispose of the movables within the subject of sub-lease
 - move the taken-over fittings (equipment)
 - install any technical equipment of the Sub-Lessee, decoration, etc. without any consent given by the Lessee and the presence of the Lessee's responsible employee.
3. Placing any advertisement or information material in any form outside the subject of sub-lease is prohibited.
4. The Lessee shall not be liable towards the Sub-Lessee or any third person for any loss or theft of their things from the subject of sub-lease, unless those were taken over by *the Manager* in the Protocol (Art. III. para. 2. of this Annex).
5. The Sub-Lessee shall be entitled to carry out only such activities within the subject of sub-lease, which correspond to the purpose of the sub-lease. The Sub-Lessee shall not be entitled to carry out any activity, which would aggravate or disallow use of other premises within OD or which might cause any detriment to the Lessee or third persons.
6. The Sub-Lessee shall be obliged to keep the subject of sub-lease and the equipment, using together with it, clean.
7. The Lessee shall only dispose of common waste acceptable from the viewpoint of safety and hygiene. The subject of sub-lease must not be used in any manner producing any other kind of waste.
8. Upon the sub-lease termination, the Sub-Lessee shall be obliged to surrender *the Manager* the subject of sub-lease in the condition in which the Sub-Lessee has taken it over, respecting ordinary wear and tear, and at the same time the Sub-Lessee shall be obliged to remove from the subject of sub-lease any and all Sub-Lessee's fittings, decorations and empty cases in order that ordinary cleaning after the event can be carried out.

Annex no. 4

Price list of services and equipment in the Municipal House in 2020**mandatory services - security and fire surveillance**

| Municipal House Personnel | Rate | Price excl. VAT |
|--|-------------|------------------------|
| Security - <i>mandatory</i> | hourly | CZK 175 |
| Fire surveillance, technician – <i>mandatory</i> | hourly | CZK 120 |
| Medical supervision | hourly | CZK 350 |
| Spotlight operator | hourly | CZK 300 |
| Cloakroom staff | hourly | CZK 120 |
| Cleaning staff during the event | hourly | CZK 125 |
| Sound engineer | hourly | CZK 500 |

| Other services | Rate | Price excl. VAT |
|---|-------------|------------------------|
| Compensation for catering not provided via Municipal House - per person | one-time | CZK 140 |
| Rental of small preparation room no. 5090 - oposite Sladkovský Hall | daily | CZK 35,000 |
| Rental of large preparation room no. 5029 - oposite Grégr Hall | daily | CZK 45,000 |
| Television filming | daily | CZK 35,000 |
| Sound booth rental | hourly | CZK 2,000 |
| Connection - use of cabling routes | one-time | CZK 6,000 |
| Consent to taking publicity photographs | daily | CZK 2,500 |
| Consent to making publicity video recording | daily | CZK 3,500 |
| WI-FI connection | daily | CZK 1,000 |

Advertising on the Municipal House website - contact: **Lenka Čechová - xxx**

Poster placement

Tours of the Municipal House

Price list of services and equipment in the Municipal House in 2020
mandatory services - security and fire surveillance

| Hall and foyer sound systems | Rate | Price excl. VAT |
|--|-------------|------------------------|
| Smetana Hall | daily | CZK 20,000 |
| Smetana Hall - short sound system | one-time | CZK 5,000 |
| Smetana Hall - supplementary box sound system | daily | CZK 2,000 |
| Sladkovský Hall | daily | CZK 4,500 |
| Sladkovský to Grégr Hall | daily | CZK 10,000 |
| Grégr Hall | daily | CZK 3,200 |
| Rieger Hall | daily | CZK 2,100 |
| Palacký Hall | daily | CZK 2,100 |
| Mayor's Hall | daily | CZK 2,100 |
| Oriental Parlour | daily | CZK 1,900 |
| Confectionery | daily | CZK 2,900 |
| 2nd floor foyer | daily | CZK 5,000 |
| Connecting client's equipment to the MH power | Rate | Price excl. VAT |
| Smetana Hall | daily | CZK 5,900 |
| Sladkovský Hall | daily | CZK 4,000 |
| Sladkovský to Grégr Hall | daily | CZK 8,000 |
| Grégr Hall | daily | CZK 3,000 |
| Rieger Hall | daily | CZK 1,500 |
| Palacký Hall | daily | CZK 1,500 |
| Mayor's Hall | daily | CZK 1,500 |
| Oriental Parlour | daily | CZK 1,000 |
| Moravian-Slovak Hall | daily | CZK 1,000 |
| Confectionery | daily | CZK 2,100 |
| Dining Parlour | daily | CZK 900 |
| Central Cloakroom | daily | CZK 1,000 |
| Projection equipment | Rate | Price excl. VAT |
| Casio XJ-V 100W data projector | daily | CZK 1,000 |
| Panasonic PT - VW 530, 5000 Ansi data projector | daily | CZK 1,200 |
| Panasonic 2 000 Ansi data projector (front projection) | daily | CZK 800 |
| Notebook | daily | CZK 500 |
| Projection screen 2x3m - 2 pcs | daily | CZK 900 |
| Screen 9x6.75m in Smetana Hall - front and rear projection, adjustable height | daily | CZK 10,000 |
| Triped screen 2x2m with tripod - 2 pcs | daily | CZK 300 |
| Spotlights | Rate | Price excl. VAT |
| FHR 1000 A04A RAL spotlight with tripod - 4 pcs | 1 pc/daily | CZK 250 |
| FHR 2000 A03A spotlight with tripod - 2 pcs | 1 pc/daily | CZK 500 |

Price list of services and equipment in the Municipal House in 2020
mandatory services - security and fire surveillance

| Speaker systems | Rate | Price excl. VAT |
|--|-------------|------------------------|
| NEXO speaker system + stage monitor speakers, amplifier, processor | daily | CZK 2,000 |
| YAMAHA MS 60S speaker system – 4 pcs | 1 pc/daily | CZK 600 |
| YAMAHA DBR10 700W monitor speakers – 2 pcs | 1 pc/daily | CZK 600 |
| Microphones - dynamic microphones | Rate | Price excl. VAT |
| Sennheiser microport – 2 pcs | 1 pc/daily | CZK 600 |
| Sennheiser head microphone – 2 pcs | 1 pc/daily | CZK 600 |
| Dynamic microphone (Sennheiser, Shure) – 32 pcs | 1 pc/daily | CZK 200 |
| Condenser microphone (Sennheiser, AKG) – 18 pcs | 1 pc/daily | CZK 200 |
| Mixing consoles | Rate | Price excl. VAT |
| Soundcraft 6 mono mixing console | daily | CZK 300 |
| Soundcraft 8 mono mixing console | daily | CZK 400 |
| Soundcraft 24 mono mixing console | daily | CZK 1,300 |
| YAMAHA CL-3 mixing console | daily | CZK 3,000 |
| YAMAHA QL1 mixing console | daily | CZK 2,500 |
| Furniture and miscellaneous | Rate | Price excl. VAT |
| Platform (200x100cm by 20cm) | daily | CZK 350 |
| Vending table in the foyer of Smetana Hall | daily | CZK 250 |
| Vending table next to the historical cash desk | daily | CZK 3,000 |
| Pianos, organs, percussions | Rate | Price excl. VAT |
| Steinway D-274 - large concert grand piano | daily | CZK 12,000 |
| Steinway A/S - small concert grand piano | daily | CZK 7,000 |
| Organ | hourly | CZK 7,000 |
| Piano tuning - Monday-Friday | one-time | CZK 1,000 |
| - Saturday, Sunday, holiday | one-time | CZK 1,200 |
| Piano tuning adjustment - Monday-Friday | one-time | CZK 500 |
| - Saturday, Sunday, holiday | one-time | CZK 600 |
| Assistance during rehearsal/concert - Monday-Friday | hourly | CZK 600 |
| - Saturday, Sunday, holiday | hourly | CZK 700 |
| Tuning 2 pianos together - Monday-Friday | one-time | CZK 2,500 |
| - Saturday, Sunday, holiday | one-time | CZK 3,000 |
| Organ tuning | one-time | CZK 2,500 |
| Drum set | daily | CZK 1,800 |

Annex no. 4

Price packages of services in the Municipal House in 2020
mandatory services - security and fire surveillance

Smetana Hall Lighting Package (Event type: conferences, concerts, balls, soirees)

| Equipment provided | Rate | Price excl. VAT |
|---|-------|-------------------|
| JB Lighting A 12 RGB - 8 pcs | daily | |
| JB Lighting A 12 T White - 4 pcs | daily | |
| JB Lighting A 8 RGB - 4 pcs | daily | |
| JB Lighting A 8 T White - 4 pcs | daily | |
| JB Lighting P 8 LED CMY spot - 8 pcs | daily | |
| JB Lighting P7 LED CMY spot - 2 pcs | daily | |
| Varyscan 7 - 4 pcs | daily | |
| Futurelight MH 840 - 8 pcs | daily | |
| Strand Bambino 5kw - 4 pcs | daily | |
| ADB SH 20S 2kw - 2 pcs | daily | |
| Shadow QS-ST tracking spotlight - 2 pcs | daily | |
| Smoke factory Hazer - 1 pc | daily | |
| Lighting technician - 1x | daily | |
| Total | | CZK 15,000 |

It is also possible for clients to run the tracking spotlight after being trained by our employees

Smetana Hall Sound Package

| Equipment provided | Rate | Price excl. VAT |
|--|-------|-------------------|
| Sound system – NEXO STM-M2890, NEXO STM-S118 | daily | |
| YAMAHA CL-3 mixing console | daily | |
| 9 x 6.75m screen in Smetana Hall | daily | |
| Panasonic 5000 ANSI data projector - 1x | daily | |
| Supplemental sound system in boxes - 1x | daily | |
| microphone - 4 pcs | daily | |
| Sound engineer - 1x | daily | |
| Total | | CZK 33,000 |

Sladkovský and Grégr Halls Sound Package

| Equipment provided | Rate | Price excl. VAT |
|---|-------|------------------|
| Sound system – HK Audio + YAMAHA QL1 mixing console | daily | |
| Stage box, NEXO amplifier | daily | |
| 2x3m screen (rear and front projection) | daily | |
| Panasonic PT - VW 530 data projector - 1x | daily | |
| Microphone - 4 pcs | daily | |
| Sound engineer - 1x | daily | |
| Total | | CZK 6,000 |

Annex. No 5

EVENT HANDOVER CERTIFICATE

LESSEE

OBEČNÍ DŮM a.s.



SUB-LESSEE

BUSINESS DEPARTMENT REPRESENTATIVE:

TECHNICIAN IN CHARGE OF THE OPERATION OF THE HALLS:

SUB-LESSEE'S REPRESENTATIVE:

EVENT NAME AND TYPE

PREPARATION START:

EVENT START:

EVENT END:

NAMES OF THE AREAS HANDED OVER TO THE SUB-LESSEE:

DATE AND TIME OF THE AREAS' HANDOVER

SERVICES USED BY THE SUB-LESSEE:

Furniture and equipment requested by the client

AREAS WERE HANDED OVER BY THE TECHNICIAN IN CHARGE OF THE OPERATION OF THE HALLS:

ACCEPTED BY THE SUB-LESSEE:

FAULTS DISCOVERED DURING THE ACCEPTANCE OF THE AREAS AFTER THE EVENT:

DESCRIPTION AND CAUSE OF THE FAULT; TIME OF ITS DISCOVERY

DATE AND TIME THE AREAS WERE ACCEPTED:

AREAS WERE ACCEPTED BY THE TECHNICIAN IN CHARGE OF THE OPERATION OF THE HALLS:

HANDED OVER BY THE SUB-LESSEE:

SMETANA HALL MUNICIPAL HOUSE PRAGUE

CAPACITY
TOTAL: 1259 seats

- GROUND FLOOR + LODGE GROUND FLOOR
792 + 60 = 852
- BALCONY + LODGE 1. FLOOR
171 + 100 = 271
- STANDING PLACES = 40
- EMPORA = 96

