

**AGREEMENT REGARDING
TOURING OF THE PRODUCTION
“WOYZECK”**

Dated 10th of June 2021, № TPS-21-35
Vilnius

The Agreement regarding touring of the performance “WOYZECK” (hereinafter referred to as the Agreement) has been concluded between:

Klicpera Theatre with the seat at Dlouhá 99/9, Hradec Králové, Czech Republic, represented by: Ing. Eva Mikulková hereinafter referred to as **the ORGANIZER, and**

Lithuanian National Drama Theatre, with the seat at Gedimino av. 4, Vilnius, Lithuania, theatre code 190753924, represented by general manager Martynas Budraitis, hereinafter referred to as **the THEATRE;**

The ORGANIZER and the THEATRE together hereinafter referred to as the Parties, concluded the agreement, which is as follows:

1. SUBJECT OF THE AGREEMENT

1.1. The THEATRE undertakes to present 1 performance of the production “Woyzeck” directed by Antanas Obcarskas (hereinafter referred to as PRODUCTION) in Klicpera Theatre.

1.2. The number of persons presenting the PRODUCTION is 19 (the THEATRE’S GROUP).

1.3. The PRODUCTION will be performed at 19:00 on the 20th of June 2021, Klicpera Theatre.

1.4. The PRODUCTION will be presented according to the following Schedule:

2021-06-18 - Arrival of the THEATRE GROUP (19 people)

2021-06-19 - Preparation for the set-up and rehearsal

2021-06-20 – Set-up; rehearsal and performance at 19:00, strike-down;

2021-06-21 – Departure of THEATRE GROUP (19 people).

1.5. The PRODUCTION, set-up works, rehearsals and performances indicated in clause 1.4 of this Agreement will take place in the Main Stage of Klicpera Theatre, Dlouhá 99/9, Hradec Králové, Czech Republic.

1.6 The ORGANIZER and the THEATRE agree on the following:

- The List of THEATRE’S GROUP, Rooming List, Schedule of arrivals and departures/Travel Itinerary (ANNEX 1).
- Technical Rider and Technical Itinerary (ANNEX 2);

1.7. The fulfilment of the Agreement by both PARTIES is confirmed by the Acceptance-transfer deed made in English and Lithuanian languages and signed after the last performance of the PRODUCTION.

2. RESPONSIBILITIES OF THE ORGANIZER

2.1. The ORGANIZER undertakes:

2.1.1. To ensure safety and to pay losses if damage occurred to the set, props and all the equipment of the PRODUCTION brought by the THEATRE and indicated in ANNEX 2, during the THEATRE'S stay in Hradec Králové, Czech Republic, if damage is caused by the Organizer.

2.1.2. To arrange and pay for accommodation of the THEATRE'S GROUP for the entire presentation period according to the Rooming List (ANNEX 1).

2.1.3. To provide Main Stage of Klicpera Theatre and pay for the rent equipment, materials and additional personnel according to the Technical Rider and Presentation Itinerary (ANNEX 2).

2.1.4. To provide the THEATRE for the entire Presentation period during the THEATRES stay with English speaking administrator.

2.1.5. To arrange and pay for the transfers (airport – hotel – airport) for arrivals and departures of the THEATRE'S GROUP in Czech Republic according to THEATRE'S GROUP Schedule of arrivals and departures (ANNEX 1).

2.1.6. To provide the THEATRE with 2 (two) complimentary tickets for each performance.

2.1.7. To arrange and pay for one English translator for the technical team during THEATRES' stay in Klicpera Theatre or ensure English speaking personnel.

2.1.8 To arrange and provide public transport or taxis hotel-theatre-hotel for THEATRE'S GROUP during its stay in Hradec Králové, if the distance between theatre and hotel is more than 1000 m.

2.1.9. To prepare Czech language subtitles of the PRODUCTION.

2.1.10. After presentation of PERFORMANCES to provide to the THEATRE ticket sales report.

2.1.11 To organize and pay for transportation of the set route Vilnius- Hradec Králové-Vilnius.

2.1.12. To cover the expenses for THEATRE'S GROUP flights route Vilnius-Prague-Vilnius according to the invoice provided by the THEATRE in ten days after the invoice is received.

2.1.13. To cover expenses of 150 eur for subtitle operator according to the invoice provided by the THEATRE in ten days after the invoice is received.

2.1.14. To pay per-diems to the THEATRE according to ANNEX 1. not later than till June 10, 2021 after the invoice by the THEATRE is provided.

2.1.15. Cover medical testing expenses for the 19 people of the Traveling team in Lithuania.

2.1.16. To organize and cover medical testing expenses for THEATRES Traveling team of 19 people in Czech Republic.

2.1.17. To fulfil other obligations regarding this Agreement.

3. RESPONSIBILITIES OF THE THEATRE

3.1. The THEATRE undertakes:

3.1.1. Before June 15, 2021 to prepare and submit to the ORGANIZER the List of traveling THEATRE'S GROUP and the Rooming List (ANNEX 1), the Technical Rider and Technical Itinerary (ANNEX 2).

3.1.2. To provide the ORGANIZER with the information materials related to the PRODUCTION and the THEATRE to be used for publicity and advertising, including the photographs of the scenes of the PRODUCTION in the electronic format, PERFORMANCE trailer.

3.1.3. To ensure a timely arrival of the THEATRE'S GROUP, costumes, sets, props and equipment required to the presentation of the PRODUCTION.

3.1.4. ensure that all members of THEATRE Traveling team are residents Of Lithuania Republic, and their taxes are paid in Lithuania.

3.1.5. until June 10, 2021 to provide certificate of residency.

3.1.6. To ensure safety or to cover losses to the ORGANIZER'S property if it is caused by THEATRE'S GROUP during the THEATRE'S stay in Hradec Králové, Czech Republic.

3.1.7. Purchase the personal insurance for illness and injury for the THEATRE'S GROUP to ensure their security during the presentation period as noted in the Schedule of arrivals and departures (Annex 1).

3.1.8. To allow the ORGANIZER the right for photographing of the PRODUCTION for the purposes of the information support to be used in the news programmes (location of cameras to be agreed upon with THEATRE tour manager Vidas Bizunevicius)

3.1.9. To ensure that the THEATRE'S GROUP follows the working schedule of the Klicpera Theatre and policy, as well as the rules of conduct in the hotel, the safety and fire regulations, which would be introduced to THEATRE GROUP.

4. FEE OF THE AGREEMENT

4.1 The ORGANIZER pays to the Theatre fee 5 000 euros (five thousand euros 00 ct) (net) after all taxes and other deductions are made on presentation of invoice

4.2 The artist fee is subject to a 15% withholding tax under applicable Czech laws and in accordance with double taxation avoidance agreements - upon presentation of the performers' tax domicile.

4.3. All the additional taxes (VAT etc.) and other deductions to the fee specified in Article 4.1, payable in Czech Republic, shall be paid by the ORGANIZER.

4.4. The payments to the THEATRE shall be made as follows:

4.4.1. 1500 euros (one thousand five hundred euros 00 ct) shall be paid in advance to the THEATRE not later than June 10, 2021;

4.4.2. 3500 euros (three thousand five hundred euros 00 ct) shall be paid within 7 (seven) working days after the PRODUCTION is presented, the Acceptance-transfer deed is signed and the invoice is provided.

4.5. . ORGANIZER will pay to the THEATRE per diems 3 800. EUR (three thousand eight hundred euros 00 ct) as indicated in ANNEX 1, until 2021 June 10 according to the invoice, provided by the THEATRE.

4.6. All payments shall be made by transferring the sums to the bank account of the Theatre:

Country: Lithuania

Account Name: Lietuvos nacionalinis dramos teatras

Name of Bank: „Swedbank“, AB
Address of Bank: Konstitucijos pr. 20A, Vilnius, Lithuania
Swift Code: HABALT22
Account Number: LT157300010002410624

4.7. The income from the tickets sales are retained by the ORGANIZER.

4.8. The ORGANIZER pays royalties of the PRODUCTION (max amount of 4%) from the gross income from the tickets sales of the PRODUCTION according to the royalties distribution certificates provided by the THEATRE. THEATRE will provide certificate no later than until 15.06.2021.

4.9. The payment of expenses and costs as noted in the Articles 2.1 – 2.15, 4.2., 4.3., 4.4. 4.6. and 4.8. of this Agreement shall be made by the ORGANIZER. These sums are not included to the fee, notified in the Article 4.1 of this Agreement.

5. THE AUTHOR'S RIGHTS

5.1. The THEATRE declares and warrants that it has full legal rights to tour the PRODUCTION “Woyzeck” copyrights and related rights and the right to use the identification marks (logos, brand names, etc.), If the legitimate rights of any third party are infringed during the performance, the THEATRE shall be responsible for solving all conflicts triggered thereby.

6. LIABILITY OF THE PARTIES

6.1. In the event the Parties fail to fully or partially fulfil the responsibilities under the Agreement, the guilty Party reimburses to the other Party the documented expenses.

6.2. Neither of the Parties shall be responsible for failure or improper fulfilment of the engagements under the Agreement in case this was caused by **force major circumstances**. Such circumstances shall include but are not limited to:

6.2.1. Epidemic, pandemic, Act of God, explosion, flood, lightning, storm, tempest, fire or accident;

6.2.2. War or threat of war, terrorist attack, breach of peace, insurrection, strike, picketing, lock-out or civil disturbance;

6.2.3. In the event if a member of the troupe (actor and/or actress) involved in the Performance cannot perform due to illness (which must be supported by a medical certificate) or other unforeseen causes including, but not limited to a positive COVID-19 test;

6.2.4. Acts, restrictions, regulations, by-laws, prohibitions, demands or measures of any kind on the part of any governmental, parliamentary or local authority, including but not limited to governmental requisition; and/or

6.2.5. Sabotage, machinery breakdown or power failure not due to either party's fault.

6.2.6. Any other circumstances related to the risk to the health and/or life of persons, and there is a valid recommendation of the competent authority of the Republic of Lithuania not to travel to the Czech Republic or when the competent authorities of the Czech Republic decide to refuse entry.

6.3. The Party that finds itself in the situation of being unable to fulfil the commitments under the Agreement, shall notify the other Party in writing and not later than 7 (seven) days after the occurrence of force major circumstances. Omission of this time limit forecloses the right to refer to such circumstances as force major.

6.4. If the performance of the PRODUCTION is delayed, cancelled or otherwise adversely affected by reason of a force majeure event, neither party shall be liable to the other for the consequences of the same or any

resulting losses. Both parties shall appropriately handle the aftermath through amicable consultation and based on facts.

In the event of termination of the Agreement due to force majeure, each party shall retain its own costs and shall not claim any compensation other than those specifically agreed in this contract.

6.5. If, due to a force major circumstances, the performance of the PRODUCTION is cancelled before the arrival date, the THEATER shall refund the fee, provided in clause 4.5.1, 4.6. and 4.8, paid in advance by the ORGANIZER.

6.6. Both parties agree that the THEATRE shall not be responsible for the breach of the Agreement, if international flights are cancelled or the restrictions are applied to the THEATRE GROUP due to the COVID-19 policy.

7. PENALTIES UNDER THE AGREEMENT AND CANCELLATION OF PERFORMANCES

7.1. In the event of the THEATRE being responsible for the cancellation of the performance(s) of the PRODUCTION in the absence of force major, the THEATRE shall return all advance payments that have been made by the ORGANIZER to the THEATRE and reimburses the ORGANIZER for the direct losses inflicted by the cancellation of the performance.

7.2. If in the absence of force major, the Presentation cannot take place at all or cannot take place on the agreed dates through the fault of the ORGANIZER and the ORGANIZER fails to suggest a new performance dates (accepted by the THEATRE), the THEATRE retains the right to receive the fee (as per Article 4.1 and 4.6.) and reimbursement of the direct losses inflicted by the cancellation of the performance.

7.3. In case the ORGANIZER delays to pay the remuneration set in clause 4.1, ...4.6. and 4.8. of the Agreement until the dates set in this Agreement, ORGANIZER shall pay to the THEATRE default interest equal to 0,02 percent per day calculated from the sum overdue .

7.4. If the ORGANIZER does not fulfil its obligations set in clause 2.1 of this Agreement, or fulfils it not fully, and due to this reasons PERFORMANCE is canceled, THEATRE retains the right to receive fee stipulated in clause 4.1 and 4.6. of this Agreement.

7.5. In case the advanced payment, provided in Article 4.5.1 of this Agreement is not made two days before the arrival date of the THEATRE GROUP, the Theatre has right to terminate this Agreement and to cancel PERFORMANCE by sending written notice to the ORGANIZER. In this case, ORGANIZER shall pay the fee, stipulated in Article 4.1 of this Agreement and reimburse the THEATRE for all documented expenses incurred in the process of preparation of the presentation of PRODUCTION and related to the fulfilment of the Agreement .

8. SETTLEMENT OF DISPUTES

8.1. The Parties shall take all possible reasonable measures to resolve any dispute arising from the Agreement or in connection with the Agreement

8.2. If consensus is not reached between Parties all disputes shall be solved in Courts of Lithuania according Lithuanian Law. The Parties agrees, that the place of court is Vilnius

9. AMENDMENTS OR TERMINATION OF THE AGREEMENT

9.1. The Agreement comes into force the moment it is signed by the Parties and is valid until full execution of the commitments by both Parties.

9.2. In the event of cancellation of the Agreement initiated by the THEATRE, the THEATRE undertakes to return the earlier received amounts by transferring them to the ORGANIZER's account, and to reimburse

the ORGANIZER for the documented expenses born in relation to the organization of the presentation, by way of transferring the money to the ORGANIZER' account.

9.3. In the event of cancellation of the Agreement by the ORGANIZER, the ORGANIZER shall pay the fee, stipulated in Article 4.1 of this Agreement and reimburse the THEATRE for all documented expenses incurred in the process of preparation of the presentation of PRODUCTION and related to the fulfilment of the Agreement.

9.4. The responsibilities of the Parties specified in Articles 7.5., 9.2 and 9.3 of the Agreement shall be executed by the Parties within 30 (thirty) calendar days from the moment the Agreement was cancelled.

9.6. Any amendments or annexes of the Agreement are valid if made in writing and signed by both Parties.

10. CONCLUDING CLAUSES

10.1. The Agreement is made in two original copies, in English and Lithuanian languages, one copy for each Party. The Annexes shall be set out in English.

10.2. In case of any discrepancy between the English and Lithuanian version, the English version shall prevail.

10.3. All annexes and protocols to the Agreement signed by both Parties are treated as an integral part of the Agreement

11. CONFIDENTIALITY

Neither of the Parties shall communicate to any third person the terms and conditions of this Agreement, except to the extent required by law. The Parties obligations under this article shall continue in effect after the expiration of this Agreement

12. SIGNITURES OF THE PARTIES

On behalf of the THEATRE:	On behalf of the ORGANIZER:
Martynas Budraitis General manager of the Lithuanian Drama Theatre Ing. Eva Mikulková Chief director of the Klicpera Theatre / Klicperovo divadlo

The list of annexes:

Annex 1. The List of traveling THEATRE'S GROUP, accommodation.

Annex 2. Technical Rider and Technical Itinerary.