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**DRAMA
OPERA
BALET
MARIBOR**

SLOVENSKO NARODNO GLEDALIŠČE
SLOVENE NATIONAL THEATRE

Agreement nr. 1/d – GOST - 21

Between

Klicperovo divadlo Hradec Králové, Dlouhá 99/9, 500 03 Hradec Králové, Czech Republic (VAT no: CZ 27504689) represented by Ing. Eva Mikulková, director, hereafter referred to as “**The Presenter**”

And

Slovene National Theatre Maribor, Slovenska ulica 27, 2000 Maribor (VAT no: SI19801491), represented by Mr. Danilo Rošker, managing director, hereafter referred to as “**The Company**”

wherein both parties have agreed to the following terms, conditions and schedule with regards to the performances of *Medea* between **17 and 18/06/2021** (hereinafter referred to as the Project) in Klicperovo divadlo, hereinafter referred to as the Venue.

1. Production plan:

Day and date	Task
17/06/2021	Arrival of Company's artistic crew and actors Testing RT-PCR 21:00 Set-up
18/06/2021	Set-up Stage rehearsal Performances at 19:00 Break down
19/06/2021	Departure of the team

2. Company responsibilities

2.1 The Company shall bring the following performance: *Medea* by Evripid, directed by Oliver Frlič. The Company shall provide a tour company comprising of 9 performers, 15 technicians, 2 directors, 1 production staff and 1 bus driver and 1 truck driver.

2.2 The Company shall present 1 performance in the Venue.

2.3 The Company shall provide wholly at their own expense all stage settings and costumes necessary for the performance.

2.4 The Company shall bear all costs of surtitles.

2.5 The Company shall not alter the agreed Project stated in 2.1.

3. Presenter responsibilities

3.1.1 The Presenter shall pay the Company a performances fee of the gross amount € 11.530,- (eleven thousand five hundred thirty including 15% withholding tax), the Company will receive a net amount of € 9.800,- (nine thousand eight hundred euro net)

The sum includes fee for one performance, transport cost, travel cost and per diems.

3.1.2 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.

3.1.3 The Company together with the invoice is required to send a list of performing artists with the state of residence, artist's name and surname, date of birth, place of birth, state of birth, state of residence, postal code, tax identification in the state of tax residence, including confirmation of tax domicile. A 15% withholding tax will be paid in the Czech Republic. If the Company does not submit the above-mentioned tax domicile of all performing artists, the total fee will be taxed by a 35% withholding tax, which will be charged to the Company.

The Presenter shall transfer the above mentioned fee to the Company's bank account after the performance upon received invoice.

Name of Bank: BANKA SLOVENIJE

Registration number: [REDACTED]

Account number: [REDACTED]

BIC/Swift code: [REDACTED]

IBAN: [REDACTED]

Bank Address: Banka Slovenije,
Slovenska 35, 1505 Ljubljana, Slovenija

3.2 The Presenter shall provide and cover the expenses contained therein of:

- The Venue, which includes the arrangement and set-up of the grand-stand as requested by the Company in the technical rider
- Suitable technical equipment in accordance with the technical rider
- Adequately skilled, English speaking technical and stage staff in accordance with the Company's technical requirements
- The Presenter shall provide 3 free tickets for performance.

3.3 The Presenter shall provide front-house staff, box-office and ticket-sale staff and any other non-technical staff as may be necessary for the efficient operation of the Project.

3.4 The Presenter shall arrange local PR.

3.5 The Presenter shall be responsible for payment of all costs and arrangement of transportation to and from the airport and hotel expenses.

- The Presenter shall provide 16 single and 6 double rooms in Hotel Grand (adresse: Tř. ČSA 295, Hradec Králové 500 03) from 17/06/2021 to 19/06/2021 .

3.6 The Presenter shall provide HPF's technical director with the necessary technical information such as equipment list, AutoCAD drawings, load-in conditions etc.

3.7 The Presenter shall provide and cover the expenses for RT-PCR tests necessary for the purpose of performance which are made in Czech republic according to the regulations of the Czech republic for all members of the Theatre.

3.8 The Theater should be given the results of the RT-PCR test with a certificate in english language.

4. Mutual responsibilities

4.1 The Presenter and the Company shall respectively effect and maintain adequate insurance policies to cover all requisite statutory and other legal liability as follows:

- The Company shall be responsible for cover against all risks in respect of his property and that for which he is responsible and his employees.
- The Company shall be liable for and shall make good all damage done to the tour venue or any furniture, fittings or fixtures, scenery or other belonging to the resident management at the venue which is caused by the act, default or neglect of the Company or any of his employees.
- The Presenter shall be responsible for such cover in respect of their employees and against all risks in respect of all property whether their own or that for which they are responsible, and for such cover in respect of members of the public where damage or accident is not directly attributable to the production.

4.2 The Presenter and the Company shall not do or suffer to be done in or about the tour venue anything whereby any policy or insurance effected by the other may be invalidated or which may cause any increased premium to become payable for such insurance, but shall at all times use all proper precautions to prevent loss or damage or harm by fire or accident.

4.3 The Presenter and the Company shall each ensure that they and all their employees and agents observe and carry out and abide by all conditions and regulations imposed by statute or any competent authority with reference to or in connection with the said premises or any performance therein and in particular to observe all fire and safety regulations including the fireproofing of the production to meet local requirements

5. Marketing and Publicity

5.1 The Presenter shall promote the Project within his regular publications. The Company shall provide, by a date to be agreed, such photographs and materials as the Presenter requires for a front-of-house, advertising and publicity print.

5.2 The Presenter shall provide the Company with press clippings, reviews and copies of TV broadcasts associated with the Company's performance 2 weeks following the final performance.

5.3 The Company agrees to make every effort to participate in such press, radio or TV interviews, photo calls or publicity appearances as the Presenter may reasonably arrange.

5.4 There is to be no filming or photography during the performance(s). A time for photo call will be arranged on the day of the performance and to be arranged with the Company's production manager.

5.5 The Presenter shall ensure that the Company be informed of the Presenter's PR plan, which may include front-of-house, advertising, publicity print, press conferences, video-

recordings and / or photographs, which will be made for marketing and press-information (the duration of video-clips will be less than 3 minutes).

6. General Provisions

6.1 If by reason of any strike, lockout, war, fire, epidemic (COVID-19 etc.), civil commotion, national calamity, national mourning, order of government or local authority, or any Act of God or force majeure the performance set out herein is cancelled or one of the parties is prevented from fulfilling the obligations arising out of this agreement, the agreement shall be null and void.

6.2 If for any reason other than those stated in 6.1 the performance is cancelled by the Company then the Company shall compensate the Presenter for any expenses actually incurred by the Presenter under this Agreement up to the time of the relevant event and may require the Presenter to tender proof of the expenses actually incurred.

6.3 If for any reason other than those stated in 6.1 the performance is cancelled by the Presenter then the total fee as mentioned in 3.1 has to be paid by the Presenter.

7. Conclusion

7.1 All eventual disputes shall be settled by both parties. In case of failure the Court in Maribor is competent to settle the disputes following the legislation of the Republic of Slovenia.

7.2 The Agreement is written in four original copies. Each party receives two copies.

7.3 This document incorporates all agreements between the parties and there shall be no modification or variation of it except in writing signed by both the parties.

As witnessed by the parties hereto:

Date:

Date:

Name: Eva Mikulková
Title: Managing Director
Klicperovo divadlo o. p. s.

Name: Danilo Rošker
Title: Managing Director
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