



In Bellpuig, the 4<sup>th</sup> June 2021

This contract is entered between **Mr. Antonio Tomas Cami**, as artist, in representation of **Tombs Creatius SLU** with VAT nr.: **ESB25836214** and address in **C/ Castell 34, 25250 Bellpuig (Lérida)**, who in this contract designates “**the company**” and **Mr. Tomáš Jarkovský**, as manager, in representation of: **Divadlo Drak a Mezinárodní institut figurálního divadla o.p.s**, with identification VAT nr. **CZ27504671** and address **Hradební 632, 500 03 Hradec Králové, Czech Republic**, who in this contract designates “**the promoter**”.

### **BOTH PARTIES MANIFEST AND DECLARE**

1. **The promoter** contracts the services of **the company** for the installation and operation of “**The Strange Travel of Mr Tonet**”, which will take place at **Hradec Králové**, during **REGIONS - International theatre festival Hradec Králové**, the days **19<sup>th</sup> and 20<sup>th</sup> June 2021 from 10:00h to 12:00h and 14:00h to 18:00h** (6 hours session per day).
2. **The promoter** will provide **the company** with a flat venue of about **300 m<sup>2</sup>** for “**The Strange Travel of Mr Tonet**” without unevenness and with access for a van. It will also provide an area to park the van from arrival to departure. It will also provide 220v power point.
3. **The promoter** will meet **the company** in the venue 3 hours before the activity begins.
4. **The company** will install “**The Strange Travel of Mr Tonet**” and will provide the necessary staff for the proper performance of the activity.
5. In the activity the participation of the audience will be free and without any money interchange.
6. **The promoter** guarantees that the name of “**The Strange Travel of Mr Tonet**” and “**Tombs Creatius Company**” and the origin country “**Catalonia**” will be present in all advertising in which this activity will be mentioned.
7. **The company** will carry out the assembly of “**The Strange Travel of Mr Tonet**” just once. The Artiste is responsible for setting up the installation at the beginning of the festival (the 19<sup>th</sup> June) and breaking down at the end of the activity (the 20<sup>th</sup> June). When the activity is CLOSED to the public, the Promoter is responsible for providing security for the installations.
8. After the previously cited activity has been fulfilled **the company** will receive from **the promoter 4.600,00€** (3.100,00€ as fee and 1.500,00€ as transport costs) being the other expenses of diets and accommodation for 2 people (2 single rooms) in charge of the promoter from the dinner of the 18<sup>th</sup> June to the

breakfast of the 21<sup>st</sup> June. The payment will be made by bank transfer once the activity is finished (not late than 23<sup>rd</sup> June 2021) to the following bank account:

**Bank:** Banco Santander, SA  
**Account Number:** 0049 6789 65 2016005491  
**BIC:** BSCHEMXX  
**IBAN:** ES96 0049 6789 6520 1600 5491  
**Account Name:** Tombs Creatius, S.L.U.  
**Adresse:** Pz. Sant Roc 11, 25250 Bellpuig

9. In case of the activity's cancellation for reasons beyond the company's control, the promoter will pay the 50% of the total amount, if it takes place 15 days in advance and the 100% in any other case.

In the event of the Company being unable to present its show due to extreme weather conditions, all payments contained in this Agreement will remain payable. Any such decisions will be made by discussions between the Promoter and the Company.

10. Cancellation and postponement **clause for COVID19:**
- a. It is considered **postponement**, when an alternative date is confirmed for the scheduled performance and **the Promoter** pays a deposit to the company, leaving the agreement added to an annex to the contract. If this is not possible in within two months from the postponement notice, the action will be considered canceled.
  - b. In case of **cancellation**, **the Promoter** will compensate the **Company** as follows:
    - i. With 50% of the total, if no rescheduling is foreseen;
    - ii. With 25% of the total, if **the Promoter** agrees to reschedule the show within a year.
11. Persons entering the territory the Czech Republic are obliged to comply with the measures announced by the Ministry of Health of the Czech Republic.
12. Obligation to fill in the electronic form <https://plf.uzis.cz/> and announce the arrival prior to entering to the Czech Republic.
13. **The promoter** has the responsibility to obtain the permissions required for the installation of "The Strange Travel of Mr Tonet" in the area used for this purpose.
14. **The company** is responsible of having contracted the obligatory insurance of civil responsibility.
15. The incidences not anticipated in this contract will be put under the valid legislation of the Lleida Court.

The parties here agree to the terms set forth above by signing the present contract in the indicated place and date:

**the company**

**Antonio Tomas Cami**

**the promoter**

**Tomáš Jarkovský**

## **Annex Number 1 - Technical Conditions**

## **Annex 2: FIRE PROTECTION AND PROTECTION OF HEALTH AT WORK FOR VISITING ARTISTS at Drak Theatre**

### **FIRE PROTECTION**

All guest staff of the Drak Theatre are obliged in particular:

1. comply with the regulations ,familiarize with the fire regulations of the workplace and the evacuation plan.
2. Extinguish the observed fire by available means, if this is not possible, immediately sound the fire alarm and call for assistance according to the fire alarm guidelines.
3. Each guest worker shall report the occurrence of any fire at the workplace to the person responsible for the management of buildings and property or to other employees.
4. Smoking is strict on the premises of the Drak Theatre. This ban also applies to other fire-hazardous workplaces and sections. It is forbidden to use cookers or other appliances that are not owned by the theatre. This ban also applies to submersible cookers.

### **SAFETY AND HEALTH AT WORK**

I. Gueststaff are obliged to:

comply with the law

- (b) act at work in such a way that they do not endanger their health or that of their co-workers
- c) not to consume alcoholicbeveragesand to use othernaming agents in the workplaces of the organisation, not to enter work under their influence and to comply with the established smoking ban in workplaces

II. Accidents at work:

If the worker suffers any injury in the performance of work tasks or in direct connection with them, and if he is able to do so, he shall inform the person responsible for safety at work.

The organization is obliged to write a record of an accident at work with the injured person. This entry must be completed no later than 2 days after the injury has been reported.

An accident at work is not an accident that happened to a worker on the way to and from work.

An organisation shall be adm not entirely responsible for an accident if the guest worker:

- (a) breaks the rules
- (b) has ingested alcohol or other intoxicated means.

III. Main points of duty of guest workers/tenants

1. Entering the backstage and stage is only at the direction of director/stage master
2. Obligation to familiarize yourself with the whole scene before the performance
3. The director/stage master is responsible for getting the guest worker acquainted with theoverall arrangement.
4. Access to the decorative structure is allowed during assembly and decoration tests only with the approval of the stage master.
5. During performances or rehearsals, at the beginning of each break, performers immediately leave the stage and backstage

6. The use of any open fire on the stage without the written consent of the fire protection technician is prohibited.
7. The use of lifting equipment, stage strokes to lift and lower persons and the use of sinkhoes without the written consent of the occupational safety technician shall be prohibited.
8. Any exceptions to the regulations (omission of railings, rope climbing, arranged falls of persons from a height or depth, use of ladders for ascents or descents, etc.) are prohibited without the consent of the person responsible for safety.