**CONTRACT U/10/TK-S/DPiP/2021 FOR THE PRESENTATION OF A PERFORMANCE**

**as part of the 10th International Carousel Theater Festival,**

**co-financed by the Ministry of Culture and National Heritage program "Artistic events for children and youth" and a specific subsidy from the City of Łódź Office**

On the 1st of July 2021 in Łódź, between:

**The "Pinokio" Theater in Łódź,** with its seat in Łódź, ul. Kopernika 16, 90-503 Łódź, taxpayer identification number 7240001592, National Official Register of National Economy Units (REGON) 000279605, a municipal cultural institution organized by the City of Łódź, entered into the Register of Cultural Institutions under the number RIK UMŁ 18/94, hereinafter also referred to as: **the** **Organizer**, represented by the Theater Director Gabriel Gietzky,

and

**Drak Theatre and The International Institute of Figurative Theatre** with headquarters in Hradec Králové, Hradební street, Czech, VAT ID: CZ27504671, ID: 27504671, legal form: o.p.s. registered under the mark  O 141 at the Court of Hradec Králové region. date of commencement of activity: 8.11.2006

hereinafter also referred to as: **the** **Participant**, represented by the theatre director Tomáš Jarkovský

the following Agreement was concluded:

**§ 1. Declarations of the Parties**

1. The subject of this contract is the public staging by the Participant of the performance as part of the festival organized by the Organizer: "X International Carousel Theater Festival" (hereinafter referred to as: **Festival**).
2. The Organizer declares that he possesses technical and organizational measures to fulfill obligation under the Agreement. The participant declares that he is aware of the technical and organizational conditions of the Organizer and does not raise any objections to them.
3. The Participant declares that he is entitled to all rights enabling the production of the play entitled “**White Fang”** (hereinafter referred to as: **Performance**) and the performance of the Agreement.
4. The Participant declares that he has knowledge, experience, as well as artistic and technical facilities that enable the performance of the Agreement at the highest artistic level.

**§ 2. Presentation of the performance**

1. The Organizer undertakes to organize a theater Festival, including the Performance in the Festival program, enabling the Participant to stage the Performance during the Festival, taking into account the content of the technical rider constituting Appendix 1 to the Agreement. The festival will be held from 2 to 11 July 2021 at the Pinokio Theater in Łódź at ul. Kopernika 16. The organizer will make publicly available information about the date, place and program of the Festival.
2. The Participant undertakes to stage the Performance during the Festival on the date resulting from the Festival Program, which constitutes Appendix 2 to the Agreement. To fulfill this obligation, the Participant will use an artistic and technical team organized by him.
3. It is the Participant's responsibility to provide the costumes and scenery for the Performance as well as its assembly and disassembly.
4. The Organizer will provide assistance to the Participant's technical team in handling the Organizer's devices used during the performance.
5. The Organizer does not provide transport of people and things necessary in connection with the staging of the Performance and does not cover its costs.
6. The Organizer undertakes to provide accommodation for the members of the Participant's artistic and technical team listed in the hotel list constituting Appendix No. 3 to the Agreement. In carrying out this obligation, the Organizer will book accommodation rooms in Łódź in advance, and then notify the Participant about it, stating the accommodation conditions. The cost of accommodation will be covered by the Organizer.
7. The performance will be carried out in accordance with epidemiological guidelines, in particular with the current recommendations regarding the organization of cultural events by cultural institutions.

**§ 3. Organization of the Festival**

1. The Organizer sells tickets for the events that make up the Festival. All funds from the sale of the tickets belong to the Organizer.
2. The Participant authorizes the Organizer to use its name and the signs (incl. trademarks) to promote the Festival.
3. During the performance, the Organizer may prepare photographic documentation of the Performance and use it to promote the Festival and the Organizer itself, including publishing it on the Internet, among others: on the Organiser's website and social networks. The participant authorizes the Theater to use the photographic documentation in the manner indicated above and undertakes to ensure that none of the persons participating in the Performance raised any claims against the Organizer on this account.
4. The Participant shall be liable if third parties brought claims against the Organizer in connection with the presentation of the Performance, invoking infringement of their personal rights or copyrights. In such a situation, the Participant undertakes to release the Organizer from liability.

**§ 4. Remuneration**

1. The Organizer undertakes to pay the Participant remuneration in the amount of **4620 € (gross)** for staging the Performance.
2. The Participant declares that his headquarters for tax purposes is Hradec Kralove, the Czech Republic and presents the original Tax Residence Certificate. The Participant declares that the benefits resulting from this agreement go directly to the Participant. If, based on Polish tax regulations, the Organizer is obliged to pay tax in connection with the conclusion and performance of this agreement, he may reduce the Participant's remuneration by the amount of tax paid or request the Participant to reimburse part of the remuneration equal to the tax paid.
3. The basis for payment of the remuneration will be an invoice issued by the Participant within 15 days from the end of the presentation of the Performance at the Festival. The organizer agrees to issue and send an electronic invoice - a PDF file, to the following email address: "i.szymczak@teatrpinokio.pl". The remuneration will be paid within 7 days from the date of delivery of the invoice to the Organizer, by bank transfer to the bank account number indicated by the Participant.
4. The Participant is obliged to pay the fees arising from license agreements or agreements for the transfer of proprietary copyrights, the conclusion of which was necessary to perform the obligations arising from this agreement, as well as to pay the remuneration due to the authors of the Performance and actors appearing in the Performance. If it is necessary to fulfill the above obligation, at the request of the Participant, the Organizer will present the Participant with a report on the sale of tickets for the Performance after the end of the last presentation of the Performance.
5. The Participant undertakes to cover all public and legal burdens (including tax) related to the conclusion and performance of this agreement.

**§ 5. Withdrawal from the Agreement**

1. If the current epidemiological situation with the risk of infection with the SARS-Cov-2 virus prevents the Performance, the Organizer may withdraw from the Agreement within 14 days from the date of occurrence of the obstacle.
2. If it is not possible to provide accommodation due to the current epidemiological situation related to the risk of infection with the SARS-Cov-2 virus, the Organizer may, within 14 days from the occurrence of the obstacles, withdraw from the Agreement in the part concerning the obligation to provide accommodation for members of the Participant's artistic team.

**§ 6. Final provisions**

1. The Parties indicate that the delivery addresses are the addresses indicated in the Agreement.
2. The Tax Residence Certificate constitutes Appendix No. 4 to the Agreement.
3. The Participant declares that the contact details of the manufacturer and the technical team constitute Appendix No. 5 to the Agreement.
4. Any changes to the Agreement shall be made in writing under pain of nullity.
5. This Agreement is subject to Polish law.
6. All disputes that may arise in connection with the Agreement will be resolved by the court having jurisdiction over the Organiser's headquarters.
7. The contract was drawn up in two language versions - Polish and English. In the event of a discrepancy between the two language versions, the Polish version will prevail.
8. The contract was drawn up in two identical copies.

**Attachments:**

- Appendix No. 1 - technical rider,

- Appendix No. 2 - Festival program,

- Appendix No. 3 - hotel list,

- Appendix No. 4 - Certificate of Tax Residence,

- Appendix No. 5 - contact details.

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 **the Organizer the Participant**