

## AGREEMENT No. 9 / 2021

concluded on 10<sup>th</sup> of May 2021 in Białystok between:

**Białystok Puppet Theatre** with its seat in Białystok ul. Kalinowskiego 1, 15-875 Białystok, the holder of Tax Identification Number: 542-000-03-28, RIK – 06/09,

**represented by Jacek Malinowski** – Director, hereinafter referred to as ‘BTL’,  
and

**Alfa Theatre** – cultural institution supported by City of Plzen,  
Rokycanska 7, 312 00 Plzen, Czech Republic, NIP: CZ 00250937,

**represented by Jakub Hora** – Director,  
hereinafter referred to as the ‘Theatre’,

together referred to as ‘Parties’, of the following wording:

### § 1

In connection with The International Festival of Puppet Theatres for Adults "PUPPET'S METAMORPHOSES", hereinafter referred to as ‘Festival’, organised in Białystok on 18<sup>th</sup> June – 19<sup>th</sup> September 2021, the Parties to this agreement declare the following:

- 1) The Theatre undertakes to present performance entitled: „**The Journey of Good Hans Böhm through Europe**” in Białystok on July 3<sup>rd</sup> 2021, within the above mentioned Festival;
- 2) BTL undertakes to:
  - a) pay remuneration in the amount of PLN gross **24.200** (in words: **twenty four thousand two hundred**) for presenting the above mentioned performance during the Festival,
  - b) provide and cover the costs of accommodation in **2 single** and **5 double rooms** and boarding for the Theatre members from July 2<sup>nd</sup> to 4<sup>th</sup> 2021.

### § 2

1. Payment of the remuneration, referred to in 1 point 2 letter a, shall be made after the subject of the agreement is accomplished which is stated in § 1 point 1 and on the basis of a bill/invoice issued by the Theatre. Payment of the salary will be paid via bank transfer. Payment by money transfer shall be made only when the Theatre provides all required information, that is the name of the bank, bank address, bank account number, IBAN, SWIFT.
  - Name of the bank: Komerční Banka a.s.
  - Bank address: Goethova 1, 301 00, Plzeň, Czech Republic
  - Bank account number: 3433311/0100
  - IBAN: CZ15 0100 0000 0000 0343 3311
  - SWIFT: KOMBCZPPXXX
2. The income tax shall be deducted from the remuneration referred to in § 1 point 2 letter a in the amount of 20%.

### § 3

1. The Theatre declares that the performance specified in §1 item 1 is free of any legal defects, i.e. the Theatre successfully obtained all rights required to prepare and present the performance.

2. The Theatre agrees for usage of the promotional materials, including photographs and recorded fragments of the performance for purposes of archiving and promoting the Festival specified in §1, including publication them on the BTL website, as well as for the purpose of presenting the artistic activity of the BTL.
3. The Theatre declares that the promotional materials specified in item 2 is free of any legal defects, i.e. the Theatre successfully obtained all rights required to usage them in the way specified in item 2.
4. In the event that third parties, in result of the performance being presented or promotional materials being used, should pursue claims against BTL for infringement of rights, the BTL shall inform the Theatre of this fact without delay. The Theatre obliges itself to settle such claim entirely.
5. The Theatre undertakes to have accident insurance for the members of the team participating in the Festival and respect all obligatory safety and fire regulations in BTL.

#### § 4

1. In the event of failure to perform or the presentation of improper performance not related to the subject of the agreement, BTL has the right to decrease the remuneration or terminate the agreement without compensation.
2. The Parties jointly declare that this Agreement is concluded during the epidemic in the territory of the Republic of Poland and Czech Republic. Therefore, each of the Parties has the right to terminate this Agreement no later than the day before the planned date of realization of the subject of this Agreement. In such case, the Parties agree that these are circumstances for which neither Party is responsible and termination of the Agreement in this manner shall not result in any claims against the other Party.
3. During realization of the subject of the Agreement, the Theatre undertakes to strictly comply with the "Principles of admissibility of Białystok Puppet Theatre scenes to the public during the SARS-CoV-2 virus epidemic in the Republic of Poland", introduced by the bylaw of the Director of the Białystok Puppet Theatre in Białystok.

#### § 5

Any amendments to this Agreement shall require a written form otherwise being null and void.

#### § 6

In matters not regulated herein, relevant provisions of the Civil Code shall apply. All disputes resulting from this agreement between the Parties shall be considered by a competent Court having jurisdiction over the seat of BTL.

#### § 7

The Agreement has been drawn up in two identical copies, one for each party.

Theatre

BTL

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