

Contract.

The following agreement has been reached between:

Spymonkey ltd

a Company established under the British law with his principal office in Unit 7b Level 3N, New England House, New England St, Brighton, BN1 4GH, UK officially represented by XXXXXXXXXX (hereinafter "COMPANY")

and

Klicperovo divadlo o.p.s.

A company established under the Czech Republic law with its principal office in Klicperovo divadlo (Klicpera Theatre), Dlouha 99/9, 500 01 Hradec Kralove, VAT CZ27504689, officially represented by Eva Mikulková (hereinafter "PRESENTER")

WHEREAS:

The PRESENTER of the Festival has invited the Company to present the performance "The Complete Deaths" performed by Spymonkey (hereinafter "WORKS").

The parties agree as follow:

1. SCHEDULE

Company will present the WORKS in Klicperovo divadlo according to the following schedule:

21-24 June, 22 June get-in, 23 June performance

June 21st – **Company flight to Prague + transfer to Hradec Kralove**

June 22nd – **Set up and rehearsals**

June 23rd – **The Complete Deaths performance at 19:00**

June 24th – **Company transfer to Prague + flight to London**

2. COMPANY'S OBLIGATIONS

- A. The COMPANY shall take care and provide:
 - 1. the artistic personnel as well as those responsible for technical handling, sets, props and costumes for all performances. All wages, fees and related taxes pertaining to the relations between artists and company are responsibility of the company.
 - 2. The rental of costumes, set, props and all the necessary elements to perform the WORKS, excluding any technical equipment as agreed on the rider.
 - 3. The arrangement of the transportation of set, props and costumes from London to Hradec Kralove and back.

- B. The COMPANY shall be responsible to insure all personnel against accidents and illness during their stay in Czech Republic.

3. PRESENTER'S OBLIGATIONS

PRESENTER will provide:

- A. 7 flights (or train journeys) tickets prepaid
- B. local transportations
- C. accommodation (including breakfast) and per diems for 7 people
- D. Transportation costs for transportation of set, props and costumes from London to Hradec Kralove and back.

The PRESENTER will be responsible for translation and projections of supertitles of the performance into the local language.
They will also be responsible for finding a local person to play the volunteer role of 'Lady Death', as per the information provided.

4. FINANCIAL TERMS AND CONDITIONS

The PRESENTER shall pay to COMPANY:

- a. the amount of £12,500 as fee of the performances;
- b. plus costs listed above for COMPANY travel and
- c. £2100 +20% VAT for transportation of the set, props and costumes

Payment shall be done by bank transfer upon reception of the related invoice with the COMPANY's bank information, according to the following schedule:

£6,000 upon contract signature and invoice reception

£6,500 upon invoice reception after the final performance on 23rd June 2017

Reimbursement of COMPANY travel and transportation within 30 days of receipt of an invoice

5. CREDITS, RIGHTS, ROYALTIES AND PROMOTION

- A. The works will be credited as follow:

Spymonkey

The Complete Deaths

Adapted and directed by Tim Crouch

A Spymonkey co-production with Brighton Festival and Royal & Derngate Northampton.

- B. The COMPANY declares to hold the rights of the WORKS and that the text and music are not protected by any Author Rights Society. At request of the PRESENTER the authors will sign a declaration stating and confirming the above, to be addressed to Dilia and Aura-Pont, the Czech authors and editors societies.
- C. PRESENTER shall have the rights to document the show with photos and video that shall be used only for archival and promotional purpose. The COMPANY will be given a min of 48 hours notice of any photography or filming of the show. Any photographs or film footage will with be shared with the COMPANY.

6. CANCELLATION

Should the COMPANY cancels performances, the COMPANY shall not be entitled to receive the performance fee. The PRESENTER shall be entitled to be reimbursed 50% of the amount already received by the COMPANY.

If the performances are cancelled by responsibility of the PRESENTER before the company departs from London, the COMPANY shall be entitled to receive a 50% the entire compensation.

If the performances are cancelled by PRESENTER after company departs from London, the COMPANY shall be entitled to compensation corresponding to 100% of the total amount agreed.

Should the performances be cancelled for reasons of "force majeure", none of the parties to this agreement shall be entitled to compensation. Should the COMPANY already be in Czech Republic, the PRESENTER shall pay all travel, accommodation and local transportations expenses already incurred,

and a percentage of the fee will be negotiated in good faith, between each parties. In doubtful cases of illness or accident, a doctor's certificate must be submitted to the PRESENTER.

7. GENERAL TERMS

The parties agree to solve by friendly discussion all difficulties arising during the realization of the performances or interpretations of the contract.

In the event of a dispute with regard to the interpretation or the execution of this agreement, the parties commit themselves to the arbitrations according to the United Kingdom law.

Read and agreed,

9th March 2017

COMPANY

PRESENTER

XXXXXXXXXXXXXXXX

09.03.2017
