

Theatrical Performance Agreement

entered into pursuant to the provisions of Section 1746 (2) of Act No. 89/2012 Coll., Civil Code,
as amended

Contracting Parties:

1. **Brno City Theatre, semi-budgetary organization**
With registered office Lidická 1863/16, 602 00 Brno
Represented by MgA. Stanislav Moša
Company ID No.: 00101397
Taxpayer ID No.: CZ00101397
Entered in the Commercial Register maintained with the Regional Court in Brno, Section Pr, File 35
Bank details: Komerční banka Brno-město
Account No.: [REDACTED]
(as the Festival **Organizer**)
2. **Zagrebačko gradsko kazalište "Komedija"**
With registered office: Kaptol 9, Zagreb, Croatia
Represented by Miljenko Puljić, director
Company ID No.: 59569102212
Taxpayer ID No.: HR59569102212
Account No.: [REDACTED]
(as the **Guest Theatre**)

I

Subject of Agreement

1. The Guest Theatre shall perform for the Organizer, during Dokořán 2023 Theatre Festival:
on 11th June 2023 at 17 o'clock
JESUS CHRIST SUPERSTAR
at the Music Theatre, Brno City Theatre.
2. The performance shall last one hour and forty minutes (1:40h) plus 20 minutes break

II

Price and Payment Terms

1. The Organizer shall pay the Guest Theatre for the performance given the agreed remuneration in the amount of **€ 25 000,-** (in words: twenty – five – thousand Euro). The payment shall be made by a bank transfer based on the invoice to be issued by the Guest Theatre after the performance. The invoice shall be due in 20 days from the day of the invoice delivery to the Organizer. The invoice may be sent to the following email: [REDACTED]
2. The accommodation shall be paid by the Guest Theatre. The Organizer shall provide assistance with the accommodation arrangement. Requirements concerning the accommodation (list of single and double rooms) shall be sent by the Guest Theatre by 15/03/2023 and the list of names by the end of April 2023. The hotel accommodation includes breakfast.
3. The Guest Theatre will hand over to the Organizer the list of respective presenting artists stating their remuneration for the performance and the details necessary for the purposes of taxing this remuneration in the Czech Republic, (surname and firstname, date of birth, place of birth, country of tax domicile, address of artist in country of tax domicile, tax identification or ID health or social insurance) incl. the tax domicile or Statutory Declaration of Tax Residency. Based on Article 17 of Convention between the Czech Republic and Croatia on avoidance of double taxation and tax evasion in the area of income taxes and property tax (published in the Czech Republic under No. 42/2000 Coll.) a withholding tax shall be deducted from the respective amounts of the artists' remuneration. This tax

shall be deducted and paid to the respective Revenue Authority by the Organizer who will request the confirmation of the withholding tax payment to be sent to the address of the Guest Theatre. The confirmation of the tax paid shall be issued for each artist separately. The payment of the invoiced remuneration for the performance shall be reduced by the amount total of the tax paid.

4. **Payment of Royalties by the Organizer**

The Organizer of the performance as supplied and rehearsed by the Guest Theatre will collect entrance fee for the theatrical performance. In relation thereto, the Guest Theatre shall grant to the Organizer a sub-licence to give the performance hereunder and the Organizer accepts the obligation to pay the royalties as specified below **out of gross sales of the entrance fee** (including a share of subscriptions, as the case may be), in the sense of the provision of Section 1888 (1) of the Civil Code, in the amount arising from the Licence Agreements entered into by the Guest Theatre, i.e.:

- **15% to THE REALLY USEFUL GROUP L.t.d., 6. Catharine Street, London, WC2B 5JY UNITED KINGDOM**

Payment method:

Payment to the account of The Really Useful Group Ltd in United Kingdom pounds by way of direct credit transfer to a bank account nominated by Licensor no later than 30 (thirty) days following the Performance together with statement of gross sum of the sale entrance Fee to performance of the Play.

The Organizer shall be obliged to allow the representing copyright agency to check the tax documents in order to verify correctness of the reports.

III

Obligations of Contracting Parties

1. Organizer's obligations:

The Organizer shall provide for the organizational and technical conditions for staging the theatrical performance:

- arranges a theatre able to stage the performance including the stage floor and dressing rooms;
- arranges building the stage set and free stage floor for the theatrical troupe;
- ensures that the lighting/theatre stage equipment requirements are met;
- provides operators of the stage equipment;
- allows parking to unload and load the equipment and theatrical scenery necessary for the performance.

2. Guest Theatre's obligations:

- **sends** to the Organizer (by email) **list of technical requirements** (Technical Rider) to be arranged by the Organizer for the performance to be given at the Host Theatre;
- to give the performance on the date agreed and in full artistic and technical quality reflecting the conditions of the stage equipment in the Host Theatre according to Art. I;
- the dressing rooms available in the Host Theatre shall be lockable. The Guest Theatre shall be obliged to advise its staff about the necessity to properly lock the dressing rooms to prevent the risk of possible theft;
- the Guest Theatre shall be obliged to mind the safety of the things, namely musical instruments and other equipment brought into the Host Theatre of the Organizer in connection with the theatrical performance and acknowledges that the Organizer is not liable for any possible damage to these things unless caused by the Organizer's activities.

3. Contact Persons:

a) Organizer

- Production: MgA. Věra Kadlecová, [REDACTED]
- Stage Operations Manager: Arnošt Janěk, Tel.: [REDACTED]
- Chief Theatre Technician: Jaroslav Záděra, [REDACTED]
- Lighting Master: David Kachlíř, Tel.: [REDACTED]
- Sound Masters: Gabriela Bayerová, T [REDACTED]

b) Guest Theatre

- Chief Theatre Technician: Tomislav Pervan - [REDACTED]

- Lighting Master: Anđelko Kos +385 99 668 738 [REDACTED]

- Sound Master: Bruno Grizbajer - [REDACTED]

- Production: Bojan Valentić +385 [REDACTED]

IV

Safety Requirements

1. If the Guest Theatre intends to perform effects on the stage of the Organizer during its performance posing a fire hazard, i.e., open fire, smoking, smoke and pyrotechnic effects etc., the person in charge of the Guest Theatre shall give information concerning these effects to the Organizer's Chief Theatre Technician.
2. The Guest Theatre hereby confirms that its own technical devices and electrical appliances used during the performance comply with ČSN-EN requirements and hold valid inspection certificates of the devices and appliances; the Guest Theatre shall be obliged to submit the relevant documents confirming the above stated to the Organizer.
3. The Guest Theatre undertakes to observe the no smoking obligation on the premises of the Host Theatre.
4. The Guest Theatre undertakes to respect internal regulations concerning safety and protection of health at work and fire prevention related to the operation of the theatre building of the Organizer and designated equipment of the Organizer; the Organizer shall make the Guest Theatre acquainted with these rules in order to prevent possible injuries and damage to property.

V

Other Provisions

3. The Organizer shall provide for the Guest Theatre the unloading and stage scenery installation on the one day before of the performance, i.e., on 10th June 2023 from the morning and assistance during the stage scenery unloading, stage scenery, sound and lighting installation including assistance during the rehearsal and the performance and cover the costs related thereto. The rehearsal sound included shall take place in the morning on the day of performance with the Stage Manager present.
4. The Organizer shall provide for the advertising of the performance being the subject hereof and the tickets distribution.
5. Further, the Organizer shall provide for proper preparation and cleaning of the stage, auditorium, dressing rooms of the actors and operation of the cloakroom for the audience. In winter, the interior shall be heated to 21°C as a minimum.
6. In the case of the so-called Force Majeure (acts of God, national catastrophe, pandemic etc.), the two Contracting Parties shall be entitled to withdraw from the Agreement. In that case, neither of the Contracting Parties is entitled to its costs reimbursement.
7. The following person is authorized to act on behalf of the Organizer in the organizational matters: MgA. Věra Kadlecová, Tel. [REDACTED]
The following person is authorized to act on behalf of the Guest Theatre in the organizational matters: Bojan Valentić Tel. [REDACTED]

VI

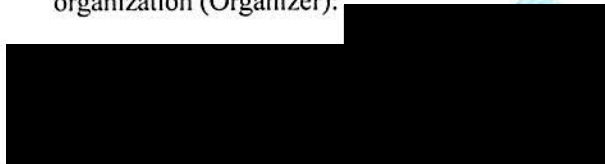
Final Provisions

1. The rights and obligations of the Contracting Parties not governed herein shall be governed by the applicable provisions of the Civil Code.

2. This Agreement may only be amended and completed by amendments in writing with sequence numbers.
3. This Agreement has been drawn up in two counterparts, with each of the Contracting Parties receiving one counterpart.
4. This Agreement is subject to publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Specific Conditions for the Effectiveness of Certain Contracts, the Publication of Such Contracts and the Register of Contracts (the Act on the Register of Contracts), as amended. The Contracting Parties agree that the **proposal to publish the Agreement in the Register of Contracts shall be filed by the Organizer.**
5. In witness of consent to the content hereof, the Contracting Parties attach their signatures.

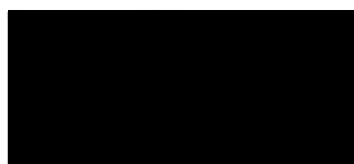
In Brno, on17.5.2023

For the Brno City Theatre, semi-budgetary
organization (Organizer):


Stanislav Moša, Director

InBRNO....., on17.5.2023

For (Guest Theatre):


Miljenko Puljić, Director