

Participation Agreement

entered into in Hradec Králové on 00/00/0000 until:

Staats Theater Kassel

Friedrichsplatz 15, Kassel 341 17, Germany

Company ID No.:



and

Klicperovo divadlo o. p. s.

Dlouhá 99, Hradec Králové 500 03



I.

Subject matter of the Agreement

1. The Theatre Company will present a single performance of **“Die Verwandlung”** directed by **“Nickel-Dönicke”** (hereinafter referred to as **“Performance”**), with the participation of the necessary artistic, technical and administrative staff of the Theatre Company as specified in Annex 1 to this Agreement. The Performance will be part of the program of the Regions International Theatre Festival Hradec Králové (hereinafter referred to as **“Festival”**).
2. The goal of putting on the Performance is to bring together the Czech professional dramatic arts and the top foreign production, thus giving an idea of modern trends in the European and world theatre to the Czech audience and theatre community.

II.

Date of the Performance

The Performance will take place on:

- the main stage (address: Dlouhá 99, Hradec Králové 500 03) the 23/06/2023 at 19:00 hours.

General schedule:

- 20. 6. 2023 – arrival of the truck
- 22. 6. 2023 – set-up
- Unloading + assembly: 22.06.2023
- rehearsal: 23. 6. 2023 - 11:00
- performance: 23. 6. 2023 at 19:00
- disassembly and cleaning: after the performance
- departure: 24.06.2023 – 11:00

A detailed time schedule is attached to this Agreement as Annex 1.

III.

Place of the Performance

The Performance will take place on the main stage of Klicpera Theatre, **Dlouhá 99, Hradec Králové 500 03, Czech Republic** (hereinafter referred to as "Stage").

IV.

Representations of the Parties

1. The Organizer hereby represents that it is the organizer of the Festival to be held between 23 June and 30 June 2023 in Hradec Králové and is duly authorized to enter into this Agreement with the Theatre Company.
2. The Theatre Company hereby declares that the Performance specified in Article I hereof is the Theatre Company's property and the Theatre Company is the owner of all copyright and related rights. The right to publicly present the Performance belongs exclusively to the Theatre Company and it cannot be claimed by any actor, performer, performing artist or other person directly or indirectly participating in the public presentation of the Performance.

V.

Obligations of the Parties

1. The Organizes undertakes to:

- 1) provide, from 22. 6. 2023 to 23.6.2023, the Stage equipped with all equipment, acoustic, video and lighting technology in accordance with the technical rider, provide consumable stage props and support from the Organizer's technical team as necessary for loading/unloading, preparation/disassembly and technical and acting rehearsals, and put on the Performance prepared in accordance with the time schedule which forms Annex 1 to this Agreement and the technical rider which forms Annex 2 to this Agreement.
- 2) provide sufficient quantity of mineral water (both still and sparkling), tea and coffee for the staff of the Theatre Company during the preparations, disassembly, rehearsals and presentation of the Performance.
- 3) arrange and pay for accommodation of all staff necessary for presentation of the Theatre Company's Performance and taking part in the Performance in accordance with Annex 3 to this Agreement, hereinafter referred to as "List of People Accommodated". Persons accommodated in a hotel will be liable for any damage, phone calls and meals which are not guaranteed by the Organizer.
- 4) provide an available parking space in Hradec Králové for (*specify the number*) lorry/lorries transporting the stage scenery (stage set, costumes, stage props etc.) for the time of the Performance-related stay and, where appropriate, one bus for the staff necessary for presentation of the Performance.
- 5) arrange for the Theatre Company local transport between the hotel and the place of the Performance (on the preparation, rehearsal, presentation of the Performance) if the walking distance between them is longer than 25 (twenty-five) minutes in accordance with Annex 1 to this Agreement.
- 6) provide and pay for the Czech translation of the text of the Performance as well as all necessary technology and equipment which is not to be arranged by the Theatre Company (see Annex 2 Technical Rider) and, where appropriate, cover the costs of labour of the person hired by the Theatre Company to be responsible for operation of subtitles during the Performance.
- 7) organize the sale of tickets and the service staff at its own expense.
- 8) take out all insurance contracts covering all kinds of risks that may occur in the territory of the Organizer and any risks related to the participation in the Festival.
- 9) cover the travel expenses of the visiting company on the basis of an invoice issued by the Theatre Company or the actual transport provider – transport company. The expenses are subject to a 15% withholding tax (see Article VI hereof).
- 10) cover the costs of international transport of the stage scenery, stage props and costumes for the Performance incurred by the Theatre Company up to the maximum of EUR 0 to be paid directly to the transport company on the basis of an invoice issued.
- 11) inform the Theatre Company about the planned meetings to promote the Performance at the

Festival, including meetings with media representatives, by a deadline to be set at a later date.

12) send a notification of gross receipts for the Performance to the Theatre Company to the address [REDACTED] within 14 days after the presentation of the Performance.

2. The Theatre Company undertakes to:

1) deliver the stage scenery (stage set, costumes, stage props etc.) to the Stage including the relevant permissions and in accordance with safety and fire regulations.

2) take out all insurance contracts covering the staff, the travel and transport. If any of the Theatre Company's employees suffers an injury at work, the Theatre Company will be responsible for dealing with all formalities.

3) accommodate to the Stage and present the completely prepared Performance at the Festival in accordance with Annex 1 to this Agreement.

4) bear full responsibility to the audience and the Organizer for the artistic level of the Performance.

5) assume responsibility for clarification of any claims that may be raised by third parties who do not participate in the presentation or preparation of the Performance but assert rights or raise claims arising from those rights.

6) provide the Organizer with a complete text of the Performance in its source language or in English and promotional materials of the Theatre Company and the Performance by the 20. 5. 2023.

7) provide the Organizer the subtitle operator during the Performance.

VI.

Payment

1. The Organizer will arrange the sale of tickets for the Performance and pay the Theatre Company:

1) A fee for the Performance is in the (BRUTTO) amount of EUR 6.215,44 EUR (in words:six-thousand-two-hundred-fifteen-euros-fourty-four-cents), including a 15% withholding tax. The Theatre Company will receive the (NETTO) amount of **EUR 5.283,12** (in words: five-thousand-two-hundred-eighty-three-Euros- twelve- cents).

2) The artist fee is subject to a withholding tax of 15% in accordance with the applicable legislation of the Czech Republic and double taxation conventions – upon presentation of tax residence of the performing artists.

3) Together with the invoice, the Theatre Company will send a list of performing artists, specifying for each of them their first name and surname, date, place and country of birth, postal code, tax identification number at the relevant tax residence, including a tax residence certificate (A1 documents recived in 30.5.2023). The 15% withholding tax will be paid in the Czech Republic. If the Theatre Company fails to present the aforementioned tax residence of all performing artists, the total fee will be taxed at the withholding tax rate of 35% that will be charged to the Theatre Company.

4) Costs of transport of the Theatre's Company in the maximum amount BRUTTO 4.324, 7 €. including a 15% withholding tax. The Theatre Company will receive the (NETTO) amount of 3.676 EUR (2.800 € bus + 876 € individual transport of 3 person)

5) Costs of transport of the Theatre Company's stage scenery in the maximum amount 3.598 € (.1 x truck à 1.846 €, 1 x Sprinter à 876 €, 1 x Transporter à 876 €)

6) Costs of the technical inspection (4 technicians) of the main stage of Klicpera's theater (the 27th march 2023) in amount of 565,60 €. (diems 145,60 EUR + car 420 EUR)

7) The amount for unexpected costs (caused by force majeure) will not exceed the value of **1.818,71 € NETTO**. In the event that it is necessary to use the amount for unexpected costs, the theater will send the organizer a complete list of costs as an addendum to this contract.

2. The payment defined in par. 1 will be paid to the Theatre Company's bank account specified

in par. 4 below by an international wire transfer on the basis of invoices issued by the Theatre Company.

3. The Organizer is obliged to pay royalties for presentation of the Performance at the Festival in the amount of 10 % + 7 % VAT of the receipts from the sale of tickets for the Performance on the basis of an invoice issued by the Theatre Company. The royalties will be transferred to the Theatre Company's bank account specified in the invoice within 7 days of the date of receipt of the invoice.
4. Details of the Theatre Company's bank account



Payment for: the Performance at the Festival on 23. 06. 2023

VII.

Miscellaneous Provisions

1. The Organizer has the right to set the price of tickets for the Performance and to dispose of the tickets at its discretion.
2. The Organizer will provide the Theatre Company with 2 free tickets for the Performance which are not included in the ticket sale.
3. The Organizer will inform the Theatre Company about the planned meetings to promote the Performance, including meetings with media representatives on days to be determined.

VIII.

Persons Responsible for the Performance of this Agreement

1. The Organizer's representative authorized to contact the Theatre Company and discuss issues related to the Agreement with the Theatre Company is: Alexandra Loukotová, +420 725 059 679
The Organizer's representative authorized to contact the Theatre Company and discuss technical issues with the Theatre Company is: Jan Bláha +420 725 407 375
2. The Theatre Company's representative authorized to contact the Organizer and discuss issues related to the Agreement with the Organizer is: Franziska Isabella Niehaus, +49 561 1094 124
The Theatre Company's representative authorized to contact the Organizer and discuss technical issues with the Organizer is: Franziska Isabella Niehaus, +49 561 1094 124

IX.

Force Majeure

1. The parties may withdraw from the Agreement if a force majeure event occurs. In such cases, the Agreement will terminate without any financial consequences for either of the parties and the parties undertake to return to each other any goods or payments received, after deducting any costs incurred.
2. Force majeure means any sudden and unexpected event, not attributed to any of the parties, caused by natural forces, accident, explosion, fire, terrorist attack, infectious disease epidemic, natural disaster, war, act of war, unexpected emergency measures, death or other comparable events.
3. The party relying on force majeure must immediately inform the other party in writing (by e-mail) no later than within 7 days of the force majeure event, failing which the force majeure event will be considered as void.

X.
Other Obligations

1. Liability of the parties:
 - a. In case the Performance is cancelled due to a failure of one of the parties to comply with the obligations laid down in this Agreement, the failing party will reimburse the other party for all proven costs of organizing the Performance and all agreed costs if the cancellation occurs less than one month before the presentation date.
 - b. If one of the parties is unable to meet its obligations set out in the Agreement, the party will inform the other party in writing without delay.
2. All disputes, conflicts or claims arising from or in connection with this Agreement, including those concerning the performance, violation, termination or invalidity hereof, which are not settled within a complaint procedure, will be reviewed by the court having territorial jurisdiction in the Czech Republic.
3. Any other provisions and amendments to this Agreement have to be made in writing, otherwise they will be considered void.
4. This Agreement will enter into force only upon signature by both parties.
5. This Agreement is executed in two counterparts in English, one for each of the parties.
6. The following documents form an integral part of this Agreement:
 - Time Schedule - Annex 1,
 - Technical Rider - Annex 2,
 - Rooming list- Annex 3.

In Hradec Králové, on 12.6.2023

In Kassel on, 2.6.2023

For the Organizer

For the Theatre Company

Ing. Eva Mikulková – Director

Florian Lutz - Director

