

**REGIONY
MEZINÁRODNÍ
DIVADELNÍ FESTIVAL
HRADEC KRÁLOVÉ**

Olivier de Sagazan

12 Rue Berthollet
4600 Saint Nazaire, France
Identification: FR 72 388745853
Bank account: IBAN FR76 1380 7000 3331 9215 4407 779
SWIFT code: CCBPFRPPNAN
Represented by Olivier Le Monières de Sagazan
(hereinafter referred to as "Guest")

Drak Theatre and International Institute of Figural Theatre o.p.s.

Hradební 632/1, 500 03, Hradec Králové Czech Republic
ID: 27504671, VAT ID: CZ27504671
Bank account: KB 35-7806310217/0100
Represented by MgA Tomáš Jarkovský, director of the theatre
(hereinafter referred to as the "Promoter")

conclude

contract for the organisation of a theatre performance
within the festival REGIONY International Theatre Festival Hradec Králové
concluded in accordance with the provisions of § 1746 para. 2 of Act No. 89/2012 Coll., Civil Code,
as amended,
(hereinafter referred to as the "Treaty")

Article I. Purpose of the Treaty

1. The Contracting Parties agree that the Guest shall perform the following theatre performance under the conditions laid down in this Treaty:

Name: **Transfiguration**
Venue: Main scene of Drak Theatre
Date: 29.6. 2023
start of the performance: 18:30, 21:30

(hereinafter referred to as "Theatre Performance").

Article II. Rights and obligations of the Promoter

1. The Promoter undertakes to arrange the organization of the Theatre Performance, in terms of social, safety, technical and hygienic at his own expense, so that the Guest is allowed to perform the Theatre Performance on the agreed date and under the conditions agreed below.

2. Guest undertakes to provide transport for all persons necessary for the proper and high-quality of the Theatre Performance, transport of costumes, decorations and technical equipment.
3. Guest requests to arrange accommodation from 28.6.- 30.6.2023 for two nights, 2 persons (one double room).
4. Promoter undertakes to acquaint the Guest with the technical equipment and background of the Theatre Stage at least 10 days before the day of the Theatre Performance and to send technical plans of the Theatre Stage with a description of its technical equipment.
5. Promoter undertakes to provide free and clean changing rooms with the necessary hygienic equipment for performers in the Theatre Stage,
6. Furthermore, the Promoter undertakes to ensure:
 - a. permission to enter the theatre venue and suitable parking spaces
 - b. free access roads and empty stage of the Theatre Stage on the day of the Theatre Performance, 5 hours before the performance,
 - c. presence of stage master, sound engineer and lighting engineer
 - d. two free tickets entitling to visit the Theatre Performance,

Article III. Technical conditions of the Theatre Performance

1. The Promoter undertakes, at its expense, to ensure the technical conditions set out in Annex 1 to this Agreement for the entire duration of the preparation and duration of the Theatre Performance (hereinafter referred to as the "**Technical Conditions**").

Article IV. Payment terms

1. **Promoter undertakes to pay a fee of EUR 5 294,1,-** for the Theatre Performance (hereinafter referred to as "**Remuneration**").
2. The revenues from the Theatre Performance belong to Promoter without further ado.
3. **Promoter** further undertakes to arrange and pay for the transportation. Return tickets Nantes – Prague, Prague – Nantes as well as the transfer from and back to the airport are arranged, departure Nantes, June 28, 2023 17:30, return back to Nantes, June 30, 2023, 21.05 for two people, Mr. Mr Olivier Francois Mj Lemonies De Sagazan and Mrs Gaelle Renee Jeanne Le Rouge Du Rusunan.
4. The Guest shall issue an invoice to the Promoter to pay the Remuneration (hereinafter referred to as " Invoice ") until the 15th day after the Theatre Performance. The Promoter is obliged to pay withholding tax 15% based on the low (the avoidance of double taxation) from the Remuneration. The Promoter thus shall pay the final amount of **EUR 4 500,-** to the Guest's bank account and is obliged to pay withholding tax of **EUR 794,1,-** accordingly. The Remuneration is subject to VAT according to applicable regulations. The reverse charge applies.
The due date of the Invoice is fifteen (15) days from the date of its delivery to Promoter, the invoice will be delivered to the address info@draktheatre.cz.
5. The Organizer is responsible for the payment of authors' rights arising from the installation. Total author's rights up to a maximum of 12% of the buyout fee, are payable, on receipt of invoice, directly to the author's rights collective management society, SACD.

Article V. Other arrangements

1. Promoter is entitled to take video recordings of the Theatre Performance for promotional purposes.
2. Guest declares that he holds all rights associated with the public performance of the Theatre Performance.
3. Persons entering the Czech Republic are obliged to comply with the measures announced by the Ministry of Health of the Czech Republic.

Article VI. Non-performance of Theatre Performance and methods of termination of the Treaty

1. This Treaty may also be terminated at any time by written agreement between the two Contracting Parties.
2. A change of the title of the Theatre Performance is possible only on the basis of a written agreement of the Contracting Parties.
3. Guest is entitled to withdraw from this Treaty without the existence and indication of the reason under the following conditions:
 - a. If the performance does not take place for reasons on the Guest's side, the parties shall arrange an alternative date or a change of Theatre Performance. In the absence of this agreement, the Guest shall pay the Promoter the duly documented costs actually incurred in the performance of this Treaty.
 - b. Guest is entitled to withdraw from this Treaty in the event that Force majeure objectively prevents him from fulfilling the subject matter of this Treaty.
 - Guest inform the Promoter immediately.
 - Force majeure will not be prevented or averted with the best
 - Guest will demonstrably prove the existence of Force majeure if prompted

In the event of withdrawal from this Treaty subject to the conditions set out in this paragraph, the Promoter shall not be entitled to severance pay. The Contracting Parties undertake to negotiate as a priority the replacement title of the Theatre Performance.

Article VII. Contact persons

1. Guest's contact person is Olivier de Sagazan +33662866089 (hereinafter referred to as "**Contact Person**"). Through the Contact Person, the Promoter makes its requests, comments and any complaints related to the performance of this Treaty.
2. The Contact Person of the Promoter is Barbora Kalinová, +420776777914, kalinova@draktheatre.cz (hereinafter referred to as "**Promoter's Contact Person**"). Through the Promoter's Contact Person, the Guest makes his/her requests, comments and any complaints related to the performance of this Treaty.

Article VIII. Final provisions

1. All rights and obligations of the Contracting Parties are governed by the relevant laws of the Czech Republic, in particular the Civil Code.
2. Guest is responsible for concluding a contract for compulsory civil liability insurance.

3. This Treaty may be here by agreement rescheduled or cancelled only in writing containing the signatures of both Contracting Parties. .
4. This Treaty shall take effect on the date of signature by both Parties.
5. The Annexes to this Treaty shall form an integral part thereof.
6. This Treaty has been drawn up in two (2) copies, each of both Contracting Parties shall receive one (1) copy.
7. The Contracting Parties declare that they have read this Treaty properly and add their signatures in support of their agreement with its content.

.....4juin..... date:2023

Hradec Králové, date: 27.5.2023
2023

____ Olivier de Sagazan _____

Guest

To _____

Promoter



Divadlo Drak a Mezinárodní
institut figurálního divadla o.p.s.
Hradební 632, 500 03 Hradec Králové
IČ: 27504671 / DIČ: CZ27504671
www.draktheatre.cz

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Annex 1: Technical Conditions

Annex 2: FIRE PROTECTION AND PROTECTION OF HEALTH AT WORK FOR VISITING ARTISTS at Drak Theatre

FIRE PROTECTION

All guest staff of the Drak Theatre are obliged in particular:

1. comply with the regulations ,familiarize with the fire regulations of the workplace and the evacuation plan.
2. Extinguish the observed fire by available means, if this is not possible, immediately sound the fire alarm and call for assistance according to the fire alarm guidelines.
3. Each guest worker shall report the occurrence of any fire at the workplace to the person responsible for the management of buildings and property or to other employees.
4. Smoking is strictly prohibited on the premises of the Drak Theatre. This ban also applies to other fire-hazardous workplaces and sections. It is forbidden to use cookers or other appliances that are not owned by the theatre. This ban also applies to submersible cookers.

SAFETY AND HEALTH AT WORK

I. Guest staff are obliged to:

- (a) comply with the law
- (b) act at work in such a way that they do not endanger their health or that of their co-workers
- (c) not to consume alcoholic beverages and to use other narcotics in the workplaces of the organisation, not to enter work under their influence and to comply with the established smoking ban in workplaces

II. Accidents at work:

If the worker suffers any injury in the performance of work tasks or in direct connection with them, and if he is able to do so, he shall inform the person responsible for safety at work.

The organization is obliged to write a record of an accident at work with the injured person. This entry must be completed no later than 2 days after the injury has been reported.

An accident at work is not an accident that happened to a worker on the way to and from work.

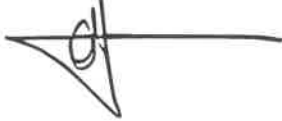
An organisation shall be not entirely responsible for an accident if the guest worker:

- (a) breaks the rules
- (b) has ingested alcohol or other intoxicating means.

III. Main points of duty of guest workers/tenants

1. Entering the backstage and stage is only at the direction of director/stage master
2. Obligation to familiarize yourself with the whole scene before the performance
3. The director/stage master is responsible for getting the guest worker acquainted with the overall arrangement.
4. Access to the decorative structure is allowed during assembly and decoration tests only with the approval of the stage master.
5. During performances or rehearsals, at the beginning of each break, performers immediately leave the stage and backstage
6. The use of any open fire on the stage without the written consent of the fire protection technician is prohibited.
7. The use of lifting equipment, stage strokes to lift and lower persons and the use of sinkholes without the written consent of the occupational safety technician shall be prohibited.
8. Any exceptions to the regulations (omission of railings, rope climbing, arranged falls of persons from a height or depth, use of ladders for ascents or descents, etc.) are prohibited without the consent of the person responsible for safety.

Signature of Guest

A handwritten signature in black ink, consisting of a stylized, looped initial followed by a horizontal line extending to the right.

