

CONTRACT No. 28/2023/SI on a Theatre Performance
at the SPECTACULO INTERESSE International Puppetry Festival
concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, between:

The Company: Cie Ecart

Registered Office: 38 rue du Breil, 44100 Nantes
Tax Domicile: France
Represented by: Isabelle Delanoë
ID No.: 200944250225 ; TIN: FR 77 38 09 52 32

(hereinafter referred to as the "Visiting Company")

and

The Organiser: Divadlo loutek Ostrava, příspěvková organizace (Puppet Theatre Ostrava)

Registered Office: Pivovarská 3164/15, 728 32 Ostrava - Moravská Ostrava
Represented by: Alena Punčochářová, Director
ID No.: 00533874; TIN: CZ 00533874, VAT non-payer
Bank Details: Komerční banka, a.s.; Account No.: 59837761/0100
JBAT Z4 10000000000 5983776 WIFnBJC OMBZPPXX X

(hereinafter referred to as the "PIO")

I.

1. The Visiting Company undertakes to present a performance on 1. 10. 2023 - 3. 10. 2023 titled „Homs Fums“

Start of Performance: 1. 10. 2023 at 16:00
2. 10. 2023 at 13:00
3. 10. 2023 at 13:00

And performance on 2. 10. 2023 - 3. 10. 2023 titled „Monsieur II“

Start of Performance: 2. 10. 2023 at 18:00
3. 10. 2023 at 18:00

Construction Time before / Dismantling after the Performance: 1h30 before and after in the boxes

2. The Visiting Company undertakes to fulfil all obligations towards collective rights management organisations, including payment of royalties from each performance.

II.

1. The Organiser undertakes:

- a. to provide accommodation with breakfast for the members of the Visiting Company at its expense
 - arrival date and time: 30/09/23 at 14h35 at Prague station
 - departure date: 04/10/23 morning (transport required)
 - number of persons (men/women) : 3 (2 men + 1 women) - 1 single room + 1 twin bed room

Divadlo loutek Ostrava, příspěvková organizace
Pivovarská 3164/15, 728 32 Ostrava-Moravská Ostrava
+420 596 100 500
www.divadloloutek.cz

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b. to pay the Visiting Company:

TOTAL 5.130,- Euro

2. The Organiser shall pay the total amount according to Article 11.1, b) of this Contract (alternatively):

a. based on an invoice issued by the Visiting Company after the performance, the invoice is due 14 days from the date of receipt of the invoice by PTO. The financial resources will be transferred to the above-mentioned bank account of the Visiting Company;

b. based on an invoice issued by the Visiting Company in cash at the PTO cash desk after the performance according to this Contract. The condition for payment of claims specified in Article 11.1.b. of this Contract is the delivery of tax domicile confirmation by the Visiting Company.

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3. Since the Visiting Company does not have a permanent establishment in the Czech Republic, the agreed fee shall be subject to taxation in France, according to Article 7 of the Double Taxation Treaty between the Czech Republic and France (Communication No. 100/2003 Coll. of International Treaties, from the Ministry of Foreign Affairs of the Czech Republic). By signing the Contract, the Visiting Company confirms that it is the beneficial owner of the said fee.

4. PTO is an identified person according to the provisions of Section 6h of Act No.235/2004 Coll., on Value Added Tax; and according to the provisions of Section 108(1)(c)(1) of this Act, PTO is obliged to declare and pay VAT at the statutory rate.

III.

1. The Organiser undertakes:

- a. to provide the Visiting Company with technical conditions listed in Annex No. 1 to this Contract (the Annex is not published in a redacted form in accordance with the provisions of Section 3(2)(b) of Act No. 340/2015 Coll.);
- b. to provide the necessary technical personnel as support for the performance (lighting technician, sound technician, stage technician);
- c. to provide necessary Services for the performance (firefighter, dressing room, usher);
- d. to include the promotion of the Visiting Company in festival promotional materials.

IV.

1. The Visiting Company may cancel the performance only in the event of force majeure, particularly a proven serious illness of one of the main performers, if a suitable replacement cannot be arranged at a reasonable standard.

2. If the Visiting Company cancels the performance for other reasons, it is obliged to inform the Organiser immediately and reimburse PTO for the expenses incurred in preparing the performance or necessary for securing an alternative performance.

3. The Organiser has the right to cancel a contractually agreed performance (participation of a visiting company in the festival) if the Visiting Company fails to comply with the contractually agreed conditions or if the performance or the festival's quality is seriously compromised.

4. All emergency situations that arise during the preparation for the performance or during the festival will be resolved through an agreement to ensure the festival programme is upheld and the quality of the festival is not compromised.

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5. In the event that either party fails to perform any of their obligations under this Contract or causes damage to the property of the other party, the party that failed to fulfil their obligation or caused the damage shall be liable for the damage caused. The damage shall be fully compensated to the other party. The Organiser is entitled to set off claims for damages against the monetary claims of the Visiting Company.

6. The parties undertake to diligently comply with the conditions of this Contract to ensure the successful conduct of the festival.

7. The parties acknowledge that pursuant to Act No. 340/2015 Coll., this Contract will be published in the Register of Contracts. Only the Organiser is entitled to publish the Contract in the Register of Contracts within 30 days from its conclusion, according to the procedure set out in the Act. If the Organiser does not publish this Contract within this period, any party to the Contract is entitled to publish it in accordance with the procedure set out by the Act on the Register of Contracts. The Organiser is entitled to redact information in the Contract in accordance with the Act on the Register of Contracts, specifically, but not exclusively, information it considers its business secrets.

8. This Contract becomes effective on the date of its signing by both parties and is drawn up in two counterparts.

In Ostrava, dated 29.9. 2023

On behalf of PTQ:

[Redacted signature]

Alena Punčochářová, Director

In Nantes, France, dated 21 th september 2023

On behalf of the Visiting Company:

Isabelle Delanoë, president of Cie Ecart

[Redacted signature]

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