

CONTRACT No. 23/2023/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: Kyiv National I. K. Karpenko-Karyi University of Theatre, Cinema and Television
Department of Puppet Theatre Arts**

Registered Office: Kyiv St. Yaroslaviv Val, 40, Kyiv, 01054

LUKIANENKO KATERYNA 74907, Ukraine, region Khersonska, city Nova Kakhovka, Street

Horkoho, building 16, flat 19

Tax Domicile:

ID No.: FE 480496; TIN: 3525109303

(here in after 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

IBAN Z 01000000000 98 7&1 WIMBIC) OMBCZPPXX)

(here in after referred to as the "PTO")

I.

1. The Visiting Company undertakes to present a performance on 3. 10. 2023 and 4. 10. 2023 titled Theatre project "Sixth sense". Performance "Who grows in the park".

Start of Performance: 3. 10. 2023 - 19:30

4. 10. 2030-10:30

Venue: Studio G

Construction Time before / Dismantling after the Performance: 2 h / 2 h

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: 1. 10. 2023

- departure date: 4. 10. 2023

- number of persons (men/women) 11 (2/9)

b. to pay the Visiting Company:

TOTAL

3.700,- Euro

2. The Organisers shall pay the total amount according to Article 11.1. b) of this Contract 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.

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

3. Since the Visiting Company does not have a permanent establishment in the Czech Republic, the agreed fee shall be subject to taxation in Ukraine, according to Article 7 of the Double Taxation Treaty between the Czech Republic and Ukraine (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 6 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:

- 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.);
- to provide the necessary technical personnel as support for the performance (lighting technician, sound technician, stage technician);
- to provide necessary Services for the performance (firefighter, dressing room, usher);
- 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. TheOrganiser has theright to cancel a contractuallyagreed performance (participationof a visitingcompany in the festival) iftheVisitingCompanyfails to complywiththecontractuallyagreedconditionsorifthe performance orthe festival'squalityis seriouslycompromised.

4. All emergency situationsthat arises duringthepreparationforthe performance orduringthe festival willberesolvedthrough anagreement to ensurethe festival programmeisupheld and thequalityofthe festival is not compromised.

5. In the event thateither party fails to perform any oftheiobligationsunderthisContractorcausesdamage to theproperty oftheother party, the party thatfailed to fulfiltheiobligationorcausedthedamageshallbeliableforthedamagecaused. The damageshallbefullycompensated to theother party. TheOrganiserisentitled to set offclaimsfordamagesagainststhe monetaryclaimsoftheVisitingCompany.

6. The partiesundertake to diligently comply with the conditions of this Contract to ensurethesuccessfulconduct of the festival.

7 The partiesacknowledgethatpursuant to Act No. 340/2015 Coll, thisContractwillbepublished in the Register of Contracts. Only the Organiserisentitled to publish the Contract in the Register of Contracts with in 30 days from its conclusion, according to theprocedure set out in the Act. IftheOrganiserdoes not publishthisContractwithinthis period, any party to theContract isentitled to publishit in accordance with the proceduře set out by theAct on theRegisterofContracts. TheOrganiseris entitled to redactinformation in theContract in accordancewiththeAct on theRegisterofContracts, specifically, but not exclusively, informationitconsidersits business secrets.

8. This Contract become seffective on the dáte of its signing by both parties and isdrawn up in two counterparts.

In Ostrava, dated 1. 10. 2023
On be half of PTO:

ADLO LOUTEK OSTRAVA
přispěvková organizace
Pivovarská 3164/15
32 Ostrava-Moravská Ostrava?

Alena Punčochářová, Director

In ... k . . Y.ř ..., dated.... Á/í :...2023
On behalf of the Visiting Company:

