

126 HC/24

Contract
on the staging of a theatre performance
concluded pursuant to § 1746 par. 2 of Act No. 89/2012 Coll., the Civil Code

Contracting parties:

Městská divadla pražská, příspěvková organizace
registered office: V Jámě 699/1, 110 00 Praha 1
represented by: MgA. Daniel Příbyl, director of the MDP
IČO: 00064297
DIČ: CZ00064297
Account no.: 2000685379/0800
(hereinafter "the Organizer")

MĚSTSKÁ
DIVADLA
PRAŽSKÁ
EDIEROKOKO
ABCKOM

and

Charitable foundation PORTO FRANKO
Art foundation of Ivano-Frankivsk Region

Registered office: 76018, Ivano-Frankivsk
vul. Nezalezhnosti, 42, Ukraine
Represented by Roman Hryhoriv, Director
Tax number: 36997038
Legal form: non profit organization
Bank details:
Account Holder:

IBAN:
SWIFT:
(hereinafter "the Performer")

I.

Subject of the Contract

1. The Performer undertakes to give one performance of the production "Chornobyldorf", **on 17 March 2024 at 19:30** on the stage of **Komedie** theatre.
2. The Organizer undertakes to pay the Performer remuneration for the aforementioned staging in accordance with this contract.
3. The Performer provides the discharge of obligations arising from this contract at its own expense and responsibility.

II.

Price and Payment Terms

1. The Organizer shall pay for The Performer services a performance fee set to EUR 17.100 (in words: seventeen thousand one hundred euro). The performance fee includes one day with set up, rehearsals, transportation and performance. Total amount of the sums above will hereafter be referred to as "**the fee**". The fee shall be inclusive of all taxes payable by the Organizer in the country of origin.

The fee has these parts:

- a) EUR 5.000 gross (in words: five-thousand-euro-gross) the fee for public performing artists. The organizer will pay 15% withholding tax, i.e. **EUR 4.250 net** (in words: four-thousand-two-hundred-fifty-euro-net). MDP undertakes to pay VAT on the gross amount in accordance with the rate applicable on the date of the taxable supply or the producer provides confirmation that he is exempt from VAT in his country of tax residence.
- b) **EUR 12.100** gross (in words: twelf-thousand-one-hundred-euro-gross) the production fee. MDP undertakes to pay VAT on the gross amount in accordance with the rate applicable

on the date of the taxable supply or the producer provides confirmation that he is exempt from VAT in his country of tax residence. The contracting parties agreed **EUR 4000** (in words: four-thousand-euro). of this sum will be paid as the pre-payment before the 17. 3. 2024 to cover the transportation expenses.

Payment of the fee shall be made via wire transfer upon receipt of the invoice following the final performance, during one week after the performance. The Producer will send to the Organizer the receipt with gross amount and the organizer will pay the Producer netto amount.

As a condition of applying the tax rates above, the Producer shall present a valid certificate of his tax residence issued by the competent authority in Ukraine, where the Producer is a tax resident. If this document is not submitted, the remuneration will be taxed at a withholding tax of 35%.

2. The royalties, music and artistic rights are included in the fee for the performance.
3. Taxation of the remuneration will be carried out in compliance with the applicable regulations of the Czech Republic (CR), as the case may be on the basis of the relevant provisions of the double taxation avoidance agreement concluded between the Czech Rep. and Ukraine.
4. Both parties have agreed on the application of SHA (shared) bank fees to all payments arising from this contact made to accounts outside the Czech Rep.
5. On signature the Performer provides to the Organizer the confirmation of the tax domicile.
6. The Performer provides evidence that it is a public institution with a registered office in Poland (confirmation that the Performer was not established for business purposes). A copy of the evidence is an integral part of the contract as appendix no. 4.
7. Income from ticket sale belongs to the Organizer.

III.

Obligations of the Contracting Parties

1. The Organizer's obligations:

- a) The Organizer will provide at its own expense the stage and appropriate facilities for set up, rehearsal and performance at Komedie theatre, according to the Technical Rider:
 - Provides space capable for production including stage and dressing rooms.
 - Allows the truck parking for the purpose of stay and loading and unloading set and costumes needed for staging.
 - Provides lighting and stage requirements, in accordance with the technical possibilities of the Organizer.
 - Provides the necessary number of persons for the stage technology operation.
- b) The Organizer will provide and pay the accommodation at the three star (★★★) hotel according Annex No. 2, which is an integral part of this contract. The possible cancellation fees will be charged to the Performer. The same applies for booking and payment of accommodation in case of the additional performer requirements.
- c) The Organizer undertakes to carry out the promotion of the aforementioned staging. The Performer will provide materials to be used in this promotion as soon as possible upon the request of the Organizer.
- d) The Organizer reserves the right to use its own visual style in promoting the staging in keeping with the Prague City Theatres marketing strategies and plans.
- e) The Organizer will provide the performer with 5 complimentary tickets for the staging specified in Art. I.
- f) The Organizer will provide at its own expenses the translation of the surtitles, subtitling equipment in the given format of the Performer. The Performer will provide relevant documents for the translation and subtitling machine. The Performer shall send a staff member from the ensemble to assist with the subtitling machine at the rehearsal and performance.

2. **The Performer's obligations**

- a) The Performer undertakes to perform the staging on the agreed date at the venue in accordance with Art. I of the contract.
- b) The Performer is obliged to ensure the safety of items which will be brought onto the organizer's theatre premises in connection with the staging and acknowledges that the Organizer is not liable for any damage to these items unless this is incurred in connection with the activities of the Organizer.
- c) The Performer is obliged to comply with safety and fire regulations associated with the operation of the Organizer's building and allocated facilities and thus avoid any injuries or damage to property. These regulations form an integral part of this contract as appendix no. 3.
- d) The performer will provide the Technical Rider to the organizer. Contact person of the organizer: Jana Burianová, contact person of the performer: Volodymyr Burkovets,

V.

Non-performance or Cancellation of the Staging

1. The cancellation of the performance by force majeure (serious illness or death of leading actor/actors, an unforeseeable natural disaster, official ban, etc.) gives both parties the right to withdraw from the contract following timely, evidence-based notice, or to change its terms, without any claim to financial compensation for damages.
2. If the organizer cancels the staging (except for the reasons specified in paragraph 1), it is obliged to pay the performer demonstrable costs and damages associated with the preparation of the staging.
3. If the staging is cancelled by the performer (except for the reasons specified in paragraph 1), it is obliged to pay the organizer demonstrable costs and damages associated with the preparation of the staging.

VI.

Final Provisions

1. This contract enters into force and effect on the date of signing by both contracting parties.
2. The contract can be modified and supplemented only through written, sequentially numbered amendments.
3. This contract has been drawn up in 2 copies, one for the organizer and one for the performer.
4. The contracting parties affix their signatures as proof of agreement with the content of this contract.
5. The contracting parties agree with the publication of this contract in full version in the register of contracts pursuant to the Act no. 340/2015 Coll. (Law of the contracts registry).

Appendix 1: Safety rules

Appendix 2: Rooming list

Appendix 3: Travel list

Appendix 4: Confirmation as mentioned in Art II. 9.

Daniel Příbyl, Managing director

Róman Hryhoriv, Director

Appendix no. 1

Training in fire safety and occupational safety for visiting artistic groups at Městská divadla pražská, příspěvková organizace, V Jámě 699/1, 110 00 Praha 1

A.

In the interests of fire safety, all visiting artistic workers at the ORGANIZER are obliged:

1. To conduct themselves during work and other activities in such a way as not to cause a fire, and to comply with fire safety regulations and related orders, prohibitions and instructions issued to them. To familiarize themselves with the fire safety code of the workplace, the ORGANIZER's fire-alarm procedures and the evacuation plan.
 2. When a fire is sighted, to extinguish it without delay using available extinguishing agents, or if this is not possible to raise the fire alarm as a matter of urgency and summon help in accordance with the fire-alarm procedures. In the ORGANIZER's buildings a fire should be reported at the porter's lodge of the theatre, the fire-registration office. In preventing and fighting fire and other natural disasters or accidents, everyone is obliged to provide the necessary personal and material assistance when directed to do so by the person in charge of the fire-fighting effort (see Act 67/2001 Coll. § 18 and 19).
 3. Every worker is obliged to report the outbreak of any fire in the workplace to a senior employee or to the fire-registration office.
 4. To ensure that after the completion of work the workplace was in a fire-safe condition and to announce faults which could cause an outbreak of fire to a senior employee as a matter of urgency.
- Smoking is strictly prohibited in the ORGANIZER's buildings. One exception is the smoking room in the Komedie Theatre. Buildings are clearly marked with the safety notice "Zákaz kouření" ("No Smoking"). It is forbidden to use cookers or other appliances which are not the property of the ORGANIZER in the ORGANIZER's buildings.

B.

In the interests of OSH, all visiting artistic workers at the ORGANIZER are obliged:

1. To comply with legal regulations for ensuring occupational safety and health (OSH) with which they have been duly familiarized.
 2. To conduct themselves in such a way as not to endanger their own health or the health of their fellow workers.
 3. To treat any injury correctly (first-aid kits are located in the theatre) and report it immediately to the nearest senior employee (stage manager), who will make an entry in the "Performance Report".
 4. Not to consume alcoholic beverages and not to use other intoxicating substances in the ORGANIZER's workplaces, not to report for work under their influence, and to comply with the ban on smoking.
 5. Not to carry out any work on electrical equipment unless the worker has the prescribed qualification for this (Decree No. 50/1978 Coll.), to strictly confine themselves to operating only machinery and equipment for which the worker has the relevant authorization and training. Not to remove covers and interfere with live parts of their own accord – in case of malfunction immediately switch off the machine or equipment and report the fault to a senior employee.
- Only competent persons can carry out work on electrical systems.**
6. To notify their superior of any deficiencies or faults which could pose a risk to OSH and take reasonable steps to eliminate them.
 7. To submit to examinations carried out by senior employees of the ORGANIZER, safety technicians or government bodies in order to ascertain whether workers are under the influence of alcohol or other intoxicating substances.
- A designed worker from the guest theatre is responsible for carrying out training.