

Participation Agreement

entered into in Hradec Králové on 08/04/2024 until:

ThePlovdiv Drama theatre" N. O. MASALITINOV"

38 "Knyaz Aleksander I" Str., Plovdiv, Bulgaria

Reg. n. 000455489

represented by: Suzanna Arutyunyan – Vasilevka – General Manger and Galina Kaleva – Chief Accountant

(hereinafter referred to as "**Theatre Company**")

and

Klicperovo divadlo o. p. s.

Dlouhá 99, Hradec Králové 500 03

Company ID No.: 275 04 689

Tax ID No.: CZ 27504689

represented by: Ing. Eva Mikulková – Director

(hereinafter referred to as "**Organizer**")

I.

Subject matter of the Agreement

1. The Theatre Company will present a single performance of "**Taming of the shrew**" directed by "Staiko Murdjev" (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:

- 21/06/2024 at 19:00

General schedule:

20/06/2024 at 8:00 Unloading (4 stagehands from Organizer) + assembly:
at 12:00 Lighting set up (2 electricians from Organizer) + Sound set up (1 sound specialist from Organizer)
at 15:00 Wardrobe + make up (1 wardrobe staff from Organizer)

21/06/2024

- 11:00 check microphones (1 sound specialist from Organizer)
- 12:00 rehearsal (all service from Organizer)
- 19:00 performance
- disassembly and cleaning: directly after the performance
- departure: 22/06/2024

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 21 June and 28 June 2024 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 19/06/2024 to 21/06/2024 June, 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 "Rooming List". 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 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 airport and the hotel and 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 advance invoice issued by the Theatre Company or the actual transport provider – transport company. The travel expenses for actors 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 6.000 € to be paid directly to the Theater 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 31/03/2024.

VI.

Payment

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

1) Artist's fee in amount of 1481 €, which is subject to a withholding tax of 15%,

2) Transport of actors (plane tickets, estimated amount of 4900 €,

3) Transport of technical staff (plane tickets, in estimated amount of 9800 €,

4) Transport of the SET (decorations) in amount of 6000 €

5) Insurance of actors in amount of 42 €,

6) Insurance of technical staff Insurance of 71 €,

7) Per diems of actors in amount of 2632€

8) Per diems of technical staff 5264 €.

9) The artist fee, transport of actors (plane tickets) insurance of actors and diems of actors are 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.

10) The final amount for transport of actors and technical staff may vary depending on the price of the tickets on the day of purchase. An exact quotation and invoice for the purchase of the tickets will be attached as a part of Annex 4 to this contract.

11) The Company will send a pro forma invoice with total amount of 22596 € after the contract will enter into force.

12) The rest of the payment in the amount of 7594 EUR will be paid till the end of June 2024. The Organizer will receive an invoice.

13) Together with the invoice, the Theatre Company will send a list of performing artists, specifying for each of them Statutory Declaration of Tax Residency or other document confirming tax domicile in Bulgaria. 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.

14) Costs of transport of the Theatre Company's stage scenery in the maximum amount specified in Article VI(1).

15) The 15% withholding tax from the NETTO amounts specified in Article 1. will be covered by the Organizer.

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 0% 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
 - Bank: [REDACTED]
 - Bank address: [REDACTED]
 - Account holder name: Plovdiv Drama Theatre
 - Account holder address: Bulgaria, Plovdiv, 38 Knyaz Alexander Batenberg Str.
 - Account No.: N/A
 - IBAN: [REDACTED]
 - SWIFT: [REDACTED]
 - BIC : [REDACTED]
- Payment for: the Performance at the Festival on 21/06/2024

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

[REDACTED] The Organizer's representative authorized to contact the Theatre Company and discuss issues related to the Agreement with the Theatre Company is: [REDACTED]

The Organizer's representative authorized to contact the Theatre Company and discuss technical issues with the Theatre Company is: [REDACTED]

[REDACTED] The Theatre Company's representative authorized to contact the Organizer and discuss issues related to the Agreement with the Organizer is: [REDACTED]

The Theatre Company's representative authorized to contact the Organizer and discuss technical issues with the Organizer is: [REDACTED]

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,
 - List of Air Tickets + Invoice- Annex 4.

In Hradec Králové, on 12.04.2024.

In Plovdiv., on 12.04.2024

For the Organizer

For the Theatre Company

Ing. Eva Mikulková – Director

Annexe 1 - Time Schedule

Schedule Taming of the Shrew

20/06/2024

--08.00 am - Unloading and build of the Set.

From the host theater we will need – theater master, stage worker and mechanic / for the flybars /

We will need a help with unloading, so we ask you for four stagehands.

-- 12:00 p.m. – Lighting set up

From the host theater – Two electricians fixtures as one must be able to work
n

-- 12:00 p.m. – Sound set up

From the host theater – one sound specialist from the sound department

--15.00 p.m. - Wardrobe

From the theater host – wardrobe staff to open and show the make-up rooms

21/06/2024

- -11:00 a.m. – check microphones

From the host theater – one sound specialist from the sound department

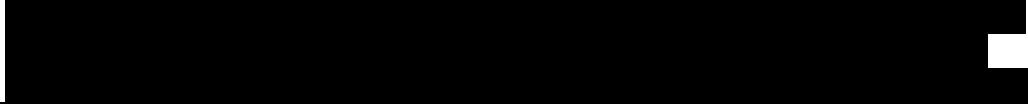
- -12:00 p.m. - Rehearsal with actors and all services / sound, lighting,
mechanic /

- -19.00 p.m. Performance

Unbuild and loading.

Annexe 2 - Technical Rider - The Taming of the Shrew

TITLE OF THE PERFORMANCE	The Taming of the Shrew		
NAME OF THE AUTHOR	by William Shakespeare		
NAME OF THE DIRECTOR	Staiko Murdjev		
TITLE OF THE THEATRE/ORGANISATION	PLOVDIV DRAMA THEATER		
CONTACT	TEL. NO. [REDACTED]	ADDRESS: 38 Knyaz Alexander I Street, Plovdiv 4000, Bulgaria	EMAIL: [REDACTED]
NAME OF THE PERSON IN CHARGE	[REDACTED]		
SHORT DESCRIPTION ABOUT THE PERFORMANCE	The play "The Taming of the Shrew" by the director Stayko Murdjev in the Drama Theater - Plovdiv presents a modern reading of Shakespeare's comedy with the mean of vivid theatrical expressiveness. Modernization goes beyond the common stage approach of "updating" classic works through modern costumes, interiors and music. The play taps into the current intellectual debate about the differences (or not) and the struggle (if any) between the sexes.		
DURATION OF THE PERFORMANCE	110 minutes		
LANGUAGE/SUBTITLES	English		
TECHNICAL RIDER LIST	<p>SET:</p> <p>STAGE DIMENTIONS: 8 meters width, 15 meters depth + Revolving stage/rotating platform minimum 9.60meters</p> <p>STAGE DRESS: X1 BLACK BACKDROP X4 PAIR BLACK LEGS</p> <p>FLY BARS: X13 OVERALL x3 for actors to hang from them!!! Is that possible in your theatre? x5 for set design elements/decor x4 for legs x1 for backdrop</p> <p>COSTUME: X2 FEMALE DRESSING ROOMS X4 MALE DRESSING ROOMS X3 COSTUME STANDS/RACKS ON STAGE X7 CHAIRS ON STAGE</p> <p>MAKEUP: X1 MAKEUP ROOM + 2 CHAIRS</p> <p>SOUND: X14 HEADSET MICROPHONE X1 MICROPHONE WITH STAND X4 CHANNELS FOR MUSIC + REVERB AND DELAY EFFECTS</p> <p>LIGHTS: x1 standard Lightning control console Front – 10 units PC 1KW Portal bridge – 10 units PC 1KW, 4 units ABD warp (or similar) Light towers and galleries - x6 pair units(overall 12) PC 2KW</p>		

	<p>x1 Lightning truss (counter proscenium) 4 units ROBE DLS 4 or other moving heads with GOBO function</p> <p>x2 Lightning truss (spot on revolving stage) 4 units ROBE 350 or other WASH LED BEAM</p> <p>x3 Lightning truss (counter on revolving stage) 4 units ROBE MMX BLADE or other moving heads with GOBO function + 4 units ROBE 350 or other WASH LED BEAM</p> <p>On the floor – x2 units HAZER + WIND MACHINE + x2 units HEAVY SMOKE MACHIN</p>
CAST:	
IMPORTANT NOTES IF NEEDED	