**Národní divadlo Brno, příspěvková organizace, Dvořákova 589/11, 602 00 Brno**

e-mail: stepankova@ndbrno.cz, tel. +420 606 917 904

**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:

**Fondation Compagnie Philippe Saire**
Avenue de Sévelin 36, 1004 Lausanne, Switzerland

Represented by: Christophe Drag, administrative director

IDE – 110.388.226

Legal form: Foundation

Account Holder: Fondation Compagnie Philippe Saire

Name of bank: BCV - Banque Cantonale Vaudoise

Bank address: Place St-François 14, 1002 Lausanne

IBAN: CH52 00767 000S 0970 0295

SWIFT: BCVLCH2LXXX

(hereinafter “the performer”)

and

**Národní divadlo Brno, příspěvková organizace**

registered office: Dvořákova 589/11, 602 00 Brno

represented by: MgA. Martin Glaser, director of the NDB

IČO: 00094820

# DIČ: CZ00094820

Commercial Register of the Regional Court in Brno, section Pr, entry 30

Account no..: UniCredit Bank 2110126631/2700

(hereinafter “the organizer”)

1. **Subject of the Contract**
2. The performer undertakes to give two performances „**Hocus Pocus**“ on 26. 5. 2024 at 10:00 and at 16:00. in Theatre Polarka.
3. The organizer undertakes to pay the performer remuneration for the aforementioned staging in accordance with this contract.
4. The performer provides the discharge of obligations arising from this contract at its own expense and responsibility.
5. **Price and Payment Terms**
6. The contracting parties have agreed that the contractual price for the staging and the discharge of obligations in accordance with article I point 1 of this contract, is set at **6 207,50** **EUR net**, **i. e. 7 119,86 EUR gross:**
7. Fee for the performance: 5 170 EUR net, i. e. 6 082,36 EUR gross
8. Other production costs (set and costumes transport): 1 037,50 EUR net, i.e. 1 037,50 EUR gross
9. The Organizer will pay rights through the local Copyright Association DILIA. The organizer will conclude a separate contract with DILIA in this connection.
10. 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 CR and Switzerland.
11. The organizer agrees to pay the contractual price to the performer as follows:
12. The Organizer will pay Performer at latest 14 days from the signing the contract 50% of the price for the staging according Artc. II. 1. **3 103,75 EUR net, i. e.**  **3 559,93 EUR gross**. The payment will be paid on the basis of an invoice issued by the performer with a due date of 14 days from the date on which the invoice is delivered to the organizer, into the account specified in the heading of this contract, however, not earlier than the next working day following the entry into force of the contract.
13. Organizer will pay Performer remaining 50 % of the price for the staging according
Artc. II. 1. **3 103,75 EUR net, i. e.**  **3 559,93 EUR gross** via Bank Transfer. The payment will be paid following the public performance of the performance on the basis of an invoice issued by the performer with a due date of 14 days from the date on which the invoice is delivered to the Organizer, into the account specified in the heading of this contract, however, not earlier than the next working day following the entry into force of the contract.
14. Both parties have agreed on the application of SHA (shared) bank fees to all payments arising from this contact made to accounts outside the CR.
15. The organizer undertakes to pay from the gross remuneration in accordance with this contract, out with their scope, VAT (value added tax) at the rate applicable on the date of the taxable discharge of obligations.
16. The Performer provides evidence that it is a subsidised institution established as a non-profit organization.
17. On signature the performer provides to the organizer the confirmation of the actual tax domicile.
18. The receipts from the staging are the property of the organizer.
19. **Obligations of the Contracting Parties**
20. **The organizer’s obligations:**
21. The organizer will provide at its own expense:
* the stage and appropriate facilities for organizational and technical conditions for the technical preparation, rehearsal and performance of the performance in the Polarka theater, according to the following schedule:

on 25/05/2024 arrival, technical preparation

on 26/05/2024 performances at 10:00 and 16:00

on 27/05/2024 departure

* Provides space capable for production including stage and dressing rooms.
* 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.
1. The organizer will provide and pay for accommodation with breakfast in a 1x single room and 2x double room from 25. 5. – 27. 5. 2024 in the contractual hotel of the Theater World Brno festival. 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. The organizer will pay the accommodation based on an invoice issued by the hotel.
2. The ORGANIZER will arrange and pay for the PERFORMER transportation between the airport and the hotel.
3. The ORGANIZER undertakes to promote the above performance. The PERFORMER shall provide the materials to be used for these purposes as soon as possible.
4. The organizer reserves the right to use its own visual style in promoting the staging in keeping with the National Theatre Brno marketing strategies and plans.
5. The organizer will provide the performer with 2 complimentary tickets for each staging specified in Art. I.
6. **The performer’s obligations**
7. The performer undertakes to perform the staging on the agreed date at the venue in accordance with Art. I of the contract.
8. 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.
9. 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. 1.
10. The performer undertakes to ensure that all members of the traveling group, including technical staff and external staff involved in performance specified in Art. I., will have a form A1 valid on the date and place of performance.
11. The performer declares that all persons participating in the performance under this contract are resident, resp. have tax domicile in the European Union, resp. countries that have with the Czech Republic a valid and effective double taxation agreement or tax information exchange agreement, or are party to a multilateral international withholding tax information agreement that is valid and effective for the Czech Republic according to the current OECD list available on: <http://www.oecd.org/tax/exchange-of-tax-information/Status_of_convention.pdf>
12. The performer agrees to use the photographs and audio/video recordings (max. 3 minutes) of the performance for promotional and archival purposes free of charge.
13. The performer will provide the Technical Rider to the organizer. Contact person of the organizer: Zeinerová Sanža Silvie, sanza@ndbrno.cz, contact person for the performer Joao Salgado <joao.salgado@philippesaire.ch>
14. **Non-performance or Cancellation of the Staging**
15. The cancellation of the performance by force majeure (war, unpredictable natural disaster, official ban, serious illness, epidemics, 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.
16. If the ORGANIZER cancels the staging (except for the reasons specified in paragraph 1), according to Art. I. contract, it is obliged to pay the performer demonstrable costs and damages associated with the preparation of the staging. The Performer is obliged to prove these costs. These proven costs will be credited to the advance payment already provided to the Performer.
17. If the staging is cancelled by the PERFORMER (except for the reasons specified in paragraph 1), according to Art. I. contract, it is obliged to pay the organizer demonstrable costs and damages associated with the preparation of the staging. PERFORMER must reimburse costs incurred related of the Organizer, refund his damage and has to return the provided advance payment to the Organizer.
18. **Final Provisions**
19. This contract enters into force and effect on the date of signing by both contracting parties.
20. The contract can be modified and supplemented only through written, sequentially numbered amendments.
21. This contract has been drawn up in 2 copies, and each contracting party will receive one copies.
22. The contracting parties affix their signatures as proof of agreement with the content of this contract.
23. The Contracting Parties declare that they have complied with the terms of this Agreement by mutual agreement since the date of signature of this Agreement and, in the event that the Agreement is published in the Register of Contracts, consider all their reciprocal services provided from the date of signing of this agreement until the date of entry into force of this contract as discharge of obligations provided under this contract.
24. 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 no. 1: Training in fire safety and occupational safety

Brno, ……. Lausanne, …….

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on behalf of the organizer on behalf of the performer

Martin Glaser Christophe Drag

**Appendix no. 1**

**WRITTEN INFORMATION ABOUT RISKS FOR GUEST PERFORMANCES**

Organiser: Kávéeska, contribution organization - Divadlo Polárka centre

Center headquarters: Tučkova 34, 602 00 Brno

ID/TIN:

Represented by: Mgr. Martina Hanáková, theater manager

Guest: Ad Infinitum Productions CIO
Future Leap, 1-3 Gloucester Rd, Bishopston, Bristol, BS7 8AA

Represented by: Ad Infinitum Productions CIO

VAT number: 199758816

With this document, the organizer Divadlo Polárka informs natural or legal persons, whose employees or other persons are present at their workplaces, about the risks of a possible threat to their life and health and the established measures to protect against their effects.

The information is processed based on the provisions of § 101, paragraphs 3, 4, 5 of the Labor Code and is binding for all employees. It also applies to all persons who stay at the workplace with the knowledge and consent of the employer. The aforementioned § 101 of the Labor Code clarifies the regulation of the employer in cases where employees of several employers perform tasks at one workplace.

The scope of the information corresponds to the scope of the risks, taking into account the definition of the part of the space that will be the workplace for both parties.

**The main points of OSH and PO regarding the Divadlo Polárka - obligations of guests / subtenants**

- Familiarize yourself with the warning and alarm system of the company (fire code, fire alarm guidelines, fire evacuation plan, emergency exits, first aid measures, material means of fire protection and fire safety equipment).

− Comply with valid legal regulations to ensure health and safety and occupational health and safety.

− Do not consume alcoholic beverages and do not abuse other intoxicants in the workplaces of the Divadlo Polárka, do not come to work under their influence and observe the established ban on smoking in the workplace

− Notify the responsible employees of the Divadlo Polárka of deficiencies and defects that could endanger health and safety and health and safety.

− Familiarize yourself with the entire scene before the performance, check the individual arrivals and departures and try them out.

- The performance director or assistant director is responsible for familiarizing the guest worker with the overall arrangement.

− Access to the decorative structure (practices, stairs, bridges, etc.) is permitted only with the consent of the stage technician during assembly and decoration rehearsals, during other rehearsals and performances on the instructions of the inspector or other authorized worker.

- It is forbidden to use lifting devices, stage pulls to raise and lower people.

- Smoking is strictly prohibited on the premises of the Divadlo Polárka. The smoking corner is an exception. All non-smoking areas are visibly marked with a "No Smoking" sign. It is forbidden to use cookers or other electrical appliances that are not the property of Divadlo Polárka.

- In the case of the use of open fire or pyrotechnic effects, the conditions of their operation will be determined by the security engineer of the Divadlo Polárka, who will process a written permit for these effects specifying the method of their implementation and ensuring safety. Without this document, it is not possible to operate open fires or pyrotechnic effects on the stage. The guest is obliged to hand over a list of all effects, including a description and any photo documentation, to security technician Zuzana Kroupová, mail: zuzana.kroupova@bepoz.cz, phone: 777196233 no later than five working days before the event.

- The Divadlo Polárka does not allow any special adjustments to the stage or auditorium.

- The guest bears full responsibility for proven damages and occupational accidents arising during their rehearsals and performances.

− The guest shall secure certificates in advance of the non-flammable treatment of their own decorations.

By signing this document, the guest confirms that he/she has been familiarized with the above-mentioned instructions and obligations, that all questions raised have been fully and comprehensibly answered, that he/she has understood the instructions and obligations, fully understands them, knows them and will follow them.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name and surname** | **Date** | **Signature** |
| Responsible representative of the Divadlo Polárka: |  |  |  |
| Responsible representative of the guest: |  |  |  |