SHORT-TERM AGREEMENT ON THE USE OF PROPERTY,

Premises of the Janáček Theatre Building

Entered into in the sense of Section 1746 (2) of Act No. 89/2012 Coll., Civil Code, as amended

**Contracting Parties:**

**Provider:**

**National Theatre Brno, semi-budgetary organization**

Dvořákova 589/11, 602 00 Brno

Company ID No.: 00094820, VAT No.: CZ00094820

Account No. 2110126623 /2700

Commercial Register: Regional Court in Brno, Section Pr., File 30

Represented by: MgA. Martin Glaser, Director

Representative authorized to discuss technical matters: Silvie Hrdličková

(hereinafter only the “Provider”)

and

**User:**

**Zaxidfest Sp. z o.o.**

ul.Masarska 13/MB4, 31-534 Kraków, Poland

Details of entry in the Commercial Registry: -

Represented by: Yakiv Matviychuk

VAT: PL6783197966

Bank details: PL 03102029060000140205005527

(hereinafter only the “User”)

**I**

**Subject and Purpose of Use**

The Provider is authorized to enter into the short-term agreement on the use of property in its own name based on the Deed of Establishment of the National Theatre Brno; by this agreement, the Provider shall provide to the User for its use the premises specified below in this Article (hereinafter only the “Premises”) including technical equipment under the terms and conditions specified below. The building and the Premises provided located therein are managed by the National Theatre Brno.

The Premises are to be used **for the purpose of**:

Lease of the Premises to give orchestral performance Symphonic Tribute.

**Date of Performance**:

14/02/2025

# Person in charge of the operational matters of the use on the part of the User:

Yakiv Matviychuk

# 

Person in charge of the operational matters of the use on the part of the Provider:

Martin Břečka

By this Agreement, the Provider renders to the User for its use the following Premises:

Janáček Theatre (capacity 1103 seats):

1. FOYER;
2. THEATRE HALL;
3. DRESSING ROOMS FOR PERFORMERS;
4. TECHNICAL BACKGROUND AREAS.

**II**

**Term of Use**

1. This Agreement is entered into for **a definite period of time**:

14/02/2025, from 15:00 to 23:00 h.

1. The Contracting Parties agree on the **increase in the payment for the use** in the case of exceeding the term of use as follows:

The User hereby undertakes to pay 10% of the amount total without VAT for the use pursuant to Art. III hereof for each hour of the use of the National Theatre Brno Premises in excess of the agreed term of use. VAT at the rate in force shall be added to the amount calculated in the manner described above.

**III**

**Payment for the Use and Payment Manner**

1. Remuneration for the use of the Premises specified above shall be:
2. Flat fee: CZK 220,000.00;
3. Costs of services related to the use of the Premises: CZK 25,650.00;
4. Other: CZK 0.00, specification:

Amount total without VAT: CZK 245,650.00.

VAT at the rate in force as of the date of taxable supplies shall be added to the price total.

1. The price shall be paid by the User based on the issued invoice containing all requirements for a tax document pursuant to Act No. 235/2004 Coll. Date of issue of the invoice shall be 16/12/2024, due date of the invoice shall be 02/01/2025. Date of taxable supplies shall be the date of issue of the invoice.
2. Costs of services related to the use of the Premises pursuant to Art. III (1) (b) shall include cloakroom and restroom services, cleaning of the Premises and operation of air-conditioning.

The price specified above does not include the required artistic and technical services, firemen, use of musical instruments and any possible further extraordinary requirements of the User.

The User hereby acknowledges that the Provider does not arrange emergency medical care for the term of the Premises use.

1. Should the Agreement on the Use be cancelled by the User up to 3 months before the planned use, the User shall be obliged to pay the Provider the price for the Use pursuant to this Article in the amount of 50% of the specified flat fee as compensation.
2. Should the Agreement on the Use be cancelled by the User in a time shorter than three months before the planned use, the User shall be obliged to pay the Provider the price for the Use pursuant to this Article in the full amount of the specified flat fee as compensation.
3. In the case of withdrawal from the Agreement on the Use due to Force Majeure (unforeseeable events or unavoidable events beyond control of the Contracting Parties, e.g., Acts of God, epidemiologic situation in the sense of unforeseeable spreading infection like coronavirus, prohibition by public authorities etc.), this fact gives right to both the Contracting Parties to withdraw from the Agreement or change the conditions hereof, after notification evidencing Force Majeure event, without any entitlement to the financial compensation of damage. Then, the Agreement shall cease to exist with the effect on the day of delivery of the manifestation of will to withdraw from the Agreement to the other Contracting Party.

**IV**

**Further Terms and Conditions of Use**

1. The User undertakes to use the Premises specified above with due managerial care.

The User undertakes to obtain permission to give the performance (event) on its own costs and liability and pay any and all copyright fees related to the performance organized by the User.

1. The User acknowledges that the Premises have been entered as a cultural monument and undertakes to comply with the obligations of the user of a cultural monument stipulated by the general binding statutory regulations concerning state monument care.
2. The User shall ensure observance of the following fire and safety requirements by its employees and workers:
3. All events **organized** by the User shall be in compliance with requirements of the Operational Safety Regulations for Theatres issued by the Ministry of Culture under No. 13941/7 and in compliance with the safety and fire regulations issued by the National Theatre Brno with which the User has familiarized itself.
4. The User shall be obliged to present as evidence the copies of **documents of performed revisions** (pursuant to the terms specified in ČSN) for all electrical appliances, including sound system to be used on the Premises of the National Theatre Brno.
5. The User undertakes to observe principles of safety at work arising from statutory and other regulations to ensure safety and protection of health at work and requirements arising from the statutory regulations concerning fire prevention. Further requirements concerning especially the local conditions are specified in **Annex No. 1 “Local Conditions of Safety and Protection of Health at Work and Fire Prevention in the National Theatre Brno, p.o. Dvořákova 589/11, 602 00 Brno”** which forms an integral part hereof.
6. Smoking is prohibited on the entire Premises. The User undertakes to ensure observance of the prohibition of use of tobacco products, smoking devices, herbal products for smoking and electronic cigarettes on the entire Premises of the National Theatre Brno leased and accessible to the User and shall be liable for damage caused by breach of this prohibition.
7. The User acknowledges that, in consideration of Act on the Protection of Health from Harmful Effects of Addictive Substances, No. 65/2017 Coll., the Theatre is a non-smoking area and the penalty for breach of this Act is stipulated to CZK 50,000.- in reference to Sections 35 and 36 of the Act. This provision applies to the use of electronic cigarettes, as well.
8. The User´s employees and contractual partners (hereinafter the “Staff”) may only be present in the Theatre building during the term of Use of the Premises pursuant to Art. II hereof.
9. The User´s Staff may not handle the Theatre equipment and enter operational areas of the Theatre without knowledge and presence of the Provider´s authorized employees.
10. The User shall pay compensation of damage to the Premises used or equipment thereof caused by the User in the actual amount of the damage caused by the User in the time limit specified by the Provider.
11. The User acknowledges and agrees to the fact that the Provider is not liable for the User´s own installed equipment and the things left unattended by the User.

**V**

### Further Provisions Agreed between the Provider and the User

Detailed Time Schedule:

15:00 - Arrival of technical equipment/construction;

18:00 – Soundcheck;

19:00 – Door time;

20:00 – Concert;

21:30 – End of the concert;

21:30-23:00 – Dismantling.

The activities specified in the time schedule shall be performed based on cooperation between the User´s Staff and the Provider´s technical staff.

**VI**

**Final Provisions**

1. This Agreement has been drawn up in two counterparts with each Contracting Party receiving one counterpart.
2. As proof of consent to the content hereof, the Contracting Parties attach their signatures.
3. The Agreement may only be amended or completed in writing.
4. This Agreement becomes valid on the day of signature by the Contracting Parties. In case of doubt, it is deemed that the decisive date is the date of signature by the Contracting Party which signed the Agreement later. The two Contracting Parties acknowledge that the Agreement becomes effective upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll. (Act on the Register of Contracts) and agree to the publication of this Agreement in its entire wording.
5. The Contracting Parties declare that they have observed the terms and conditions hereof based on mutual agreement from the day of signature of this Agreement; in the case that this Agreement is subject of publication in the Registry of Contracts, the Contracting Parties deem all their mutually provided performance provided from the day of signature hereof to the day of effect hereof to be performance provided hereunder.

Annex No. 1 Local Conditions of the Safety and Protection of Health at Work and Fire Prevention in the National Theatre Brno

In Brno, on …………………… In ……………………, on ………………

………………………………… …………………………………….

Provider User

**Annex No. 1**

**to the Short-Term Agreement on the Use of Property (Janáček Theatre Building, Rooseveltova 7, Brno)**

**Local Conditions of Ensuring the Safety and Protection of Health at Work and Fire Prevention in the National Theatre Brno, p.o. Dvořákova 589/11, 602 00 Brno**

Pursuant to Para. IV, Further Conditions of Use, Point No. 3 (c), it is necessary to notify the User about mandatory observance of the following facts:

1. The building of the Janáček Theatre is a workplace with increased risk of fire and with difficult conditions for fire extinguishing according to legislation of the Czech Republic currently in force.
2. Based on the Point No. 1 above and legislation currently in force, the following conditions apply:
3. Emergency exits may not be narrowed and number of persons during a mass event in the internal assembly area of Janáček Theatre cannot exceed the limit total stipulated of 1,122 visitors (1,234 persons pursuant to ČSN 730818) as determined in the project documentation and Fire Safety Report. Visitor capacity has been determined due to their safety in the case of any emergency. The emergency exits for evacuation have been accurately calculated based on legislation in force. Exceeded maximum capacity of the building or narrowing of the emergency exits may result in loss of life during evacuation.
4. The User is obliged to instruct and inform all the participants about prohibition to smoke and use open fire on the premises of the Janáček Theatre.
5. The User familiarized itself with the function of the fire detection and fire alarm system (EPS) and acknowledges consequences due to detected smoke or flame.
6. The User shall be obliged to use safe scenery made of material of adequate composition suitable for theatres and treated to reduce flammability if the special regulations require so – namely, ČSN 730831.
7. Scenery may not be placed in the way of the main fire curtain and in the auditorium part of the Theatre; advertising banners etc. cannot be placed in the interior of the auditorium, in the emergency exits and in the open area of the foyer.
8. Scenery may be stored only in the places determined therefor provided that the emergency exits are not blocked or narrowed, access to power distribution equipment, fire-fighting devices, fire safety equipment and its control elements, connection points for fire fighting technology is ensured (from the loading entrance of the “tunnel).
9. Emergency lighting in full light shall be on an hour before the performance. Operation of emergency lighting in the dimmed regime is allowed during the performance; however, function of the emergency lighting may not be reduced due to its position behind the scenery (obstructed), being obscured by something etc. Switch to the standby regime is only allowed after the visitors leave the Theatre.
10. Repairs and adjustments of the scenery using heat (welding) and producing sparkles (chop saw) may not be performed in the Theatre building.
11. The User may not bring any pyrotechnics, pressure vessels and hazardous flammables to the Theatre; use of effects posing risk of fire shall be discussed with the fire prevention specialist of the National Theatre Brno in advance and approved by the National Theatre Brno.
12. The User shall be obliged to ensure observance of prohibition to bring any arms to the Janáček Theatre. Arm props including imitation of shooting are allowed to be used only in the determined scope and after prior consent of the National Theatre Brno.
13. The area of the loading entrance is accessible only based on a special permit. When using roads in the building of the Janáček Theatre, the driver shall be obliged to observe traffic rules, maximum speed allowed of 15 km/h and maximum speed of 5 km/h when inside the building; the driver shall be obliged to take extra care due to pedestrian traffic, loading and unloading performed and handling of load. Driving through the lifting platform for trucks is prohibited! The User shall be obliged to inform its colleagues about risks arising from the possibility that the lifting platform for trucks has been left in its lowered position!
14. Entrance to the tunnel is limited by maximum height of 4 m in the front part of the tunnel and 2.5 m in the back part of the tunnel. Vehicles using autogas (LPG, CNG) are not allowed to enter the tunnel.
15. Use of heating appliances is allowed only after prior approval by the National Theatre Brno.
16. Provisional electrical installations and brought electrical appliances must be operated under supervision of an authorized person having adequate expert qualification. Only installations and electrical appliances of approved type and complying with regulations, namely ČSN 34 1090 ed. 2, Low Voltage Electrical Installations – Regulations for Provisional Electrical Installations, may be operated using the Janáček Theatre´s mains. On demand of the authorized person of the National Theatre Brno, the User shall be obliged to present valid revision reports or documents of inspection of electrical appliance pursuant to ČSN 33 2000-4-41 ed. 3 Low Voltage Electrical Installations – Part 4-41: Protection for Safety – Protection against Electricity Shock, and ČSN 33 2000-7-711 ed. 2, Low Voltage Electrical Installations – Part 7-711: Requirements for Special Installations or Locations – Exhibitions, Shows and Stands.
17. The User shall be obliged to inform all participants about procedures during emergency, fire and injury, mainly the Fire Alarm Directives and Evacuation Plan of the Janáček Theatre which are located on each floor and how to call for help.
18. The User shall be obliged to inform all participants about location of fire extinguishers, fire safety equipment and manner of their use and operation.
19. The User shall be obliged to observe all conditions for ensuring fire safety of the Theatre, regulations pursuant to legislation in force, related internal regulations of the National Theatre Brno concerning fire protection and safety and protection of health at work; in the case of their breach, the User shall be liable for possible penalties.
20. The User shall be obliged to familiarize itself in advance with technical and safety parameters of the Janáček Theatre technologies, namely the parameters of flaybars, stage lifts, orchestra pit, stage platforms, personal lifts, floor loading, fly galleries and rigging system and undertakes to ensure that these parameters are not exceeded during the use of the Theatre.
21. The User shall be obliged to familiarize itself in advance with the Rules of Operation of the Janáček Theatre and undertakes to observe it.
22. The movement inside the Janáček Theatre building is allowed to the User only on designated routes and only to the determined areas. The User shall be obliged to ensure observance of No Entry of unauthorized persons to the area of the fly system, machinery rooms and underground areas on the second floor under the ground (2.PP) except unloading and loading. The User shall be obliged to arrange supervision of an adult person concerning movement of children in the Janáček Theatre building.

1. It is prohibited to enter the Janáček Theatre building when intoxicated by alcohol and to drink alcoholic beverages during performance of work. On demand of the authorized representative of the National Theatre Brno, the User and its Staff shall be obliged to submit themselves to determination whether they are (are not) intoxicated by alcohol or other addictive substance.

1. The User has available the areas for visitors opposite the reception desk. In the case of necessary entry of the visitor further into the building, the entry will be allowed after recording by the reception desk service and with the visitor accompanied by the person being visited. In this case, the User shall be fully liable for the visitors as arises from the statutory regulations in force.
2. During handling outside the Theatre, it is necessary to observe all traffic rules including the use of safety reflective vests when moving on the road or to stop the traffic of all vehicles in both directions (the Jezuitská street).
3. The lifting equipment may only be operated by demonstrably trained and appointed persons. Stage machinery may only be used by informed and authorized persons in the prescribed manner.

10. The User shall be obliged to familiarize itself with the risks and their assessment. The National Theatre Brno informs the User about possible residual risks arising from the National Theatre Brno activities:

- unauthorized entry onto the stage when performing work in heights;

- unauthorized entry onto the stage during construction, dismantling or movement of scenery – danger of injury caused by a moving item, danger of injury caused by a loosened item in the height;

- unauthorized entry onto the stage when the floor is lowered – risk of falling into a pit;

- unauthorized entry to the uncovered orchestra pit (lowered stage platforms) - risk of falling into a pit;

- unauthorized entry to the fly system - danger of falling into a pit. The operators may not bend over the railway in any manner (the handling is allowed at the length of the arm reached forward in a standing posture);

- falling material, tools, parts of scenery, parts of lighting items due to careless handling;

- falling scenery and props leaned on the stage;

- risk of falling of load suspended above the stage if a person moves under it or in a close vicinity to it;

- running into, stumble over scenery, stored material, tools or a portable power supply (cable) in reduced visibility conditions;

- slipping on the floor, on the staircase in the case of unsuitable footwear (closed heal);

- running into a lowered profile (passing under the stage, between the stage and auditorium part on the ground floor, when entering boxes, running into scenery, suspended lighting on the stage;

- risk of pedestrian´s injury when hit by a vehicle in the loading passageway (tunnel) and on the parking area;

- risk of fall of persons or a vehicle into a pit when the lifting platform for trucks (in the tunnel) is lowered down;

- risk of dust;

- injury caused by electricity when riding over improperly covered cables;

- injury due to unauthorized use of tools, machinery, equipment, removing of covers etc.;

- any activities performed for one´s own needs;

- failure to report a defect occurred or a shortcoming;

- burning, scalding due to unauthorized entry into the heat exchanger station;

- injury due to failure to observe safety signs (tables) and safety marking;

- failure to observe instructions and warnings against risks;

- injury due to unauthorized climbing to stage structures;

- injury due to unauthorized entry into the substation.