

Associazione Pilar Ternera
Company UnterWasser
Via del Pastore 72,
57128 Livorno, Italy
Identification: 93053850504
VAT-ID: 01705560496
IBAN: IT11X0306909606100000170482
SWIFT code: BCITITMM
Represented by Francesco Cortoni
(hereinafter referred to as "Guest")

REGIONY
MEZINÁRODNÍ
DIVADELNÍ FESTIVAL
HRADEC KRÁLOVÉ

Drak Theatre and International Institute of Figural Theatre o.p.s.
Hradební 632/1, 500 03, Hradec Králové, Czech Republic
ID: 27504671, VAT ID: CZ27504671
Bank account: KB 35-7806310217/0100
Represented by MgA Tomáš Jarkovský, director of the theatre
(hereinafter referred to as the "Promoter")

conclude

contract for the organisation of a theatre performance
within the festival REGIONY International Theatre Festival Hradec Králové
concluded in accordance with the provisions of § 1746 para. 2 of Act No. 89/2012 Coll., Civil Code,
as amended,
(hereinafter referred to as the "Treaty")

Article I. Purpose of the Treaty

1. The Contracting Parties agree that the Guest shall perform the following theatre performance under the conditions laid down in this Treaty:

Name: **Boxes**
Venue: Laboratory of Labyrinth
Date: 21.6. 2024
start of the performance: 15:15, 15:45, 16:15, 16:45, 17:45, 18:15, 18:45

Name: **Boxes**
Venue: Laboratory of Labyrinth
Date: 22.6. 2024
start of the performance: 10:45, 11:15, 11:45, 16:15, 16:45, 17:15, 17:45

Name: **Boxes**
Venue: Laboratory of Labyrinth
Date: 23.6. 2024
start of the performance: 10:15, 10:45, 11:15, 11:45, 12:15

(hereinafter referred to as "**Theatre Performance**").

Article II. Rights and obligations of the Promoter

1. The Promoter undertakes to arrange the organization of the Theatre Performance, in terms of social, safety, technical and hygienic at his own expense, so that the Guest is allowed to perform the Theatre Performance on the agreed date and under the conditions agreed below.
2. Guest undertakes to provide transport for all persons necessary for the proper and high-quality of the Theatre Performance, transport of costumes, decorations and technical equipment.
3. Guest requests to arrange accommodation from 20.6.- 23.6.2024 for four persons.
4. The Promoter will take care of the transfer for the actors and scenography (4 persons and 4 suitcases +4 hand luggages) from Prague airport to the theatre (on the 20th) and from the Theatre to the centre of Prague (on the 23rd).
5. Promoter undertakes to acquaint the Guest with the technical equipment and background of the Theatre Stage at least 10 days before the day of the Theatre Performance and to send technical plans of the Theatre Stage with a description of its technical equipment.
6. Promoter undertakes to provide free and clean changing rooms with the necessary hygienic equipment for performers in the Theatre Stage,
7. Furthermore, the Promoter undertakes to ensure:
 - a. permission to enter the theatre venue and suitable parking spaces
 - b. free access roads and empty stage of the Theatre Stage on the day of the Theatre Performance, 4 hours before the performance,
 - c. presence of stage master, sound engineer and lighting engineer
 - d. two free tickets entitling to visit the Theatre Performance,
 - e. the promoter will provide the full technical rider of the show.
 - f. The Promoter will give the Guest all videos and photographs which will be taken during the performances, in high resolution.

Article III. Technical conditions of the Theatre Performance

1. The Promoter undertakes, at its expense, to ensure the technical conditions set out in Annex 1 to this Agreement for the entire duration of the preparation and duration of the Theatre Performance (hereinafter referred to as the "**Technical Conditions**").

Article IV. Payment terms

1. **Promoter undertakes to pay a fee of EUR 4 117,7,- plus per diems (37,5 EUR/person/day) for the Theatre Performance (hereinafter referred to as "Remuneration").**
2. The revenues from the Theatre Performance belong to Promoter without further ado.
3. **Promoter further undertakes to pay the transport costs in the amount of EUR 771,16,- on the basis of an invoice sent to info@draktheatre.cz. The invoice is due at least 15 days.**

4. The Guest shall issue an invoice to the Promoter to pay the Remuneration (hereinafter referred to as " Invoice ") until the 15th day after the Theatre Performance. The Promoter is obliged to pay withholding tax 15% based on the low (the avoidance of double taxation) from the Remuneration. The Promoter thus shall pay the final amount of **EUR 3 500,-** to the Guest's bank account and is obliged to pay withholding tax of **EUR 617,7,-** accordingly. The Remuneration is subject to VAT according to applicable regulations.

The reverse charge applies.

The due date of the Invoice is fifteen (15) days from the date of its delivery to Promoter, the invoice will be delivered to the address info@draktheatre.cz.

Article V. Other arrangements

1. Promoter is entitled to take video recordings for promotional purposes before or after The Performance.
2. Guest declares that he holds all rights associated with the public performance of the Theatre Performance.
3. Persons entering the Czech Republic are obliged to comply with the measures announced by the Ministry of Health of the Czech Republic.

Article VI. Non-performance of Theatre Performance and methods of termination of the Treaty

1. This Treaty may also be terminated at any time by written agreement between the two Contracting Parties.
2. A change of the title of the Theatre Performance is possible only on the basis of a written agreement of the Contracting Parties.
3. Guest is entitled to withdraw from this Treaty without the existence and indication of the reason under the following conditions:
 - a. If the performance does not take place for reasons on the Guest's side, the parties shall arrange an alternative date or a change of Theatre Performance. In the absence of this agreement, the Guest shall pay the Promoter the duly documented costs actually incurred in the performance of this Treaty.
 - b. Guest is entitled to withdraw from this Treaty in the event that Force majeure objectively prevents him from fulfilling the subject matter of this Treaty.
 - Guest informs the Promoter immediately.
 - Force majeure will not be prevented or averted with the best
 - Guest will demonstrably prove the existence of Force majeure if prompted

In the event of withdrawal from this Treaty subject to the conditions set out in this paragraph, the Promoter shall not be entitled to severance pay. The Contracting Parties undertake to negotiate as a priority the replacement title of the Theatre Performance.

Article VII. Contact persons

1. Guest's contact person is Francesco Cortoni, unterwassertheatre@gmail.com, (hereinafter referred to as " **Contact Person** "). Through the Contact Person, the Promoter makes its requests, comments and any complaints related to the performance of this Treaty.
2. The Contact Person of the Promoter is Barbora Kalinová, +420776777914, kalinova@draktheatre.cz (hereinafter referred to as " **Promoter's Contact Person** "). Through the Promoter's Contact Person, the Guest makes his/her requests, comments and any complaints related to the performance of this Treaty.

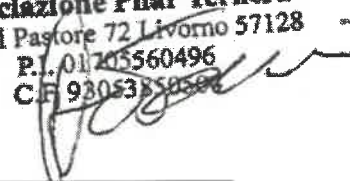
Article VIII. Final provisions

1. All rights and obligations of the Contracting Parties are governed by the relevant laws of the Czech Republic, in particular the Civil Code.
2. Guest is responsible for concluding a contract for compulsory civil liability insurance.
3. This Treaty may be here by agreement rescheduled or cancelled only in writing containing the signatures of both Contracting Parties.
4. This Treaty shall take effect on the date of signature by both Parties.
5. The Annexes to this Treaty shall form an integral part thereof.
6. This Treaty has been drawn up in two (2) copies, each of both Contracting Parties shall receive one (1) copy.
7. The Contracting Parties declare that they have read this Treaty properly and add their signatures in support of their agreement with its content.

.Livorno. date: 19/06/2024

Hradec Králové, date: 19.6...... 2024

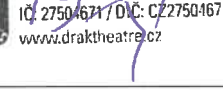
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Guest



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Promoter