

1. MĚSTSKÉ DIVADLO ČESKÝ KRUMLOV o.p.s. (follows as Lessor)

Company seat Horní Brána 2, 381 01 Český Krumlov;
 Represented by Jan Vozábal, Director
 Business ID 650 062 67 VAT Reg. CZ 650 062 67
 Bank details Oberbank, č.ú. [REDACTED]
 Company registered in the Company Register (Companies with a public benefit), County Court of České Budějovice

2. Contractual party (follows as Lessee)

Company seat **Fourth Culture , LLC**
3614 Childress Avenue
St.Louis , MO , 63109 USA
 Represented by **Dr.Scott Handley PhD**

Business ID
 Bank details
 Company registered VAT Reg.
 Bank Acc.No.

This day showed below, the parties above close the following contract:

COMMERCIAL LEASE AGREEMENT: PREMISES AND PROVISION OF RELATED SERVICES

No:

2025/OP/01

I. Based on the Agreement on the Loan for Use of Real Estate concluded between Lessor and the estate owner, the town of Český Krumlov, Lessor has the right of use to the real estate at Horní Street 155 (public amenity real estate, National Trust protected site) located at the ground-plot No. 212 in the cadastre area of Český Krumlov, Vnitřní město district and also the right of use to all movable assets showed in the list, which forms the Attachment to this Agreement on the Loan for Use of Real Estate (Commercial Lease Agreement). According to the Article IV of the Agreement on the Loan for Use of Real Estate (Commercial Lease Agreement), Lessor is entitled to lease the subject of the loan for use as a whole or its part to third parties for a short term providing the purpose of the lease corresponds with the purpose of the loan for use.

II. Lessor rent out the premises of Prelature building located in Horní Street 155 in Český Krumlov for a limited period and in a scope, a period and terms clearly showed in this Agreement. At the same time, Lessor provide services related to the lease of the described

III. EVENT:

2025 Workshop on Genomics	Duration	event
2025 Workshop on Population and Speciation Genomics		
	from - to	
Date: Town Theater Hall	from - to	6.1.-31.1.2025

IV. Premises:

Town Theater Hall

V. Price quotation for premises lease and related services. All prices below are stated in CZK.

PREMISES LEASE	Price excl.VAT	No.of hours	From - to	TOTAL excl. VAT	VAT	TOTAL incl.VAT
Town Theater Hall		73,5		147 000,00	30 870,00	177 870,00
preparation		5		1 750,00	367,50	2 117,50
clean up		5		1 750,00	367,50	2 117,50
OTHER SERVICES - STAFFING	Price per man hour	No.of hours	From to			
Production staff	0	73,5		0,00	0,00	0,00
Sound engineer	350	73,5		25 725,00	5 402,25	31 127,25
Light engineer	350	0		0,00	0,00	0,00
Assistants	350	0		0,00	0,00	0,00
Fire safety staff	200	73,5		14 700,00	3 087,00	17 787,00
Cloakroom attendant - winter season only	150	73,5		11 025,00	2 315,25	13 340,25
Attendant - public events only	150	0		0,00	0,00	0,00
TICKET SALE AND ADVANCE BOOKING	price / pc.	No. of pieces				
Tickets print out and delivery to organizer	3	0		0,00	0,00	0,00
Commission for advance booking	10.00%	based on actual sales				
OTHER LEASES AND LENDING FEES	price / day	No. Of pieces	No. of days			
Sound system	2500	0		0,00	0,00	0,00
Sound system depreciation - based on actual use	0,50%	0	0	0,00	0,00	0,00
Theatre lights	150	0		0,00	0,00	0,00
Stand	150	0		0,00	0,00	0,00
Raised platform - rostrum	150	0		0,00	0,00	0,00
Data projector	0	0				0,00
Battery Panasonic	0	64		732,16	153,75	885,91
	0	0		0,00	0,00	0,00
	0	0		0,00	0,00	0,00
	0	0		0,00	0,00	0,00
TRANSPORT	CZK/ km	No.of km				
VW Caddy	15	0		0,00	0,00	0,00

PRICE IN CZK INCL. VAT

202 682,16	42 563,25	245 245,41
double check sum		245 245,41

VI. Any changes of the lease scope and related services shall be reported in the Lease Report, which forms an inseparable part of this

VII. Lessee agrees to repay the amount for lease and related services in CZK as showed in the Article V of this Agreement.

VIII. Agreed payment schedule:

**1. Surcharge will be settled according to the actual implementation,
the invoice is due 14 days from the date of issue.**

In case of late payments, Lessee shall be charged late payment fee of 0,1 % of the amount due per day for all days when late with the payment.

IX. Lessor agrees to:

1. Guarantee no obstacles in respect to the lease of premises described in this Agreement, in terms that there will be neither any other Lessee organizing an event during the agreed lease period showed in the Agreement nor an event held or organized by Lessor.
2. Make possible for Lessee to accomplish a technical inspection of the site prior to an event start.
3. Provide the following services, the price of which is included in the lease price: an assisting person, electricity, heat, water and hot water supplies.

X. Lessee agrees:

1. That they are familiar with the fact, that the real estate, which is subject of the lease is protected by the National Trust (cultural landmark) and therefore there is their obligation to follow terms and conditions of its use established by the Department of local development, investments and monuments preservation of the Český Krumlov Town Council.
2. To arrange for own operational staff on Lessee's own expense in case the Lessor's staff is not used.
3. On own expense to provide for posters promoting the event venue, date and time.
4. If this Agreement does not include the provision of tickets sale, than Lessee shall arrange for tickets sale on their own expense.
5. To follow work and fire safety regulations, which they were familiarized with. To introduce these regulations to their own staff and make sure they are followed.
6. After the period of the lease terminates, Lessee is obliged to return back the rented premises and other rented items in the same state as they were handed over to Lessee by Lessor. A usual wear-out will be accepted.
7. To cover any possible damage caused by breaking obligations coming out from and based on this Agreement.

XI. In addition, for the period stated in the Article III of this Agreement, Lessee rent out from Lessor the following:

sound system:

Producer and type:	Producer and t
Producer and type:	Producer and t
Producer and type:	Producer and t

other equipment:

The sound system and other equipment rent cost forms a part of the quotation showed in the Article V. Lessee agrees to use this sound system only for the purpose stated in the User's Manual and return it back in the state as it was handed over to Lessee by Lessor. A usual wear-out is accepted.

XII. Lessor has the right to withdraw from this Agreement providing Lessee or any other persons hired by Lessee seriously or repeatedly break the work and fire safety regulations, which Lessee were previously familiarized with. All parts of this contract i.e. Premises Lease Agreement, Premises Lease Related Services Agreement and agreed lease of other equipment i.e. sound system are legally inter-related in the sense, that if Premises Lease Agreement validity period terminates from any reasons then other related Agreements are terminated accordingly.

XIII. Lessee has the right to withdraw from this Agreement under extraordinary circumstances only i.e. unpredictable illness or force majeure circumstances. Under normal circumstances, if Lessee withdraw from the Agreement one month prior to the event is held, then 30 % of the total agreed amount shall be paid, when withdrawing from this Agreement 14 days before the event date, then 50 % of the total agreed amount shall be paid and when withdrawing 7 days before the event is held then 100% of the total agreed amount shall be

XIV. Apart from the Lease Period stated in the Article III of this Agreement, the Lease Period can be terminated on the same date the lease agreement between the real estate owner and Lessor ceases providing the reason for this Agreement termination occurs prior to the lease period termination stated in the Article III. of this Agreement.

XV. The both contractual parties declare that this Agreement was concluded on the basis of their own and free will. Any issues related to this Agreement, which are not covered herein follow the Czech legislation, especially the provisions of the Czech Commercial and Civil Codes. Two counterparts of this Agreement are produced when each of the parties receives one copy. The Agreement takes its effect by the date it is signed by the both contractual parties. The parties declare that they read the Agreement, agree with its content in full and to witness this, they affix their signatures below.

Český Krumlov 6.1.2025

Český Krumlov 6.1.2025

Městské divadlo Český Krumlov, o.p.s.
Lessor

Lessee

