

Participation Agreement
entered into in Hradec Králové on 00/00/0000 until:

Tombs Creatius SL

C/ Castell 36, 25250 Bellpuig, Catalonia - Spain
Company ID: ESB25836214
VAT No.: ESB25836214
represented by: Antonio TOMAS CAMI
(hereinafter referred to as "**Theatre Company**")

a

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 "**Puck Cinema Caravane**" directed by "**TOMBS CREATIUS**" (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 June 20th – June 22nd 2025 / 16.00 – 19.00 (each day)

General schedule:

- Arrival: 19th June
- Instalation: 20th June
- performance: from June 20th to June 22nd 2025
- departure: June23rd 2025

A detailed time schedule is attached to this Agreement as Annex 1.

III.

Place of the Performance

The Performance will take place at the venue in the public park **Žižkovy sady** (hereinafter referred to as "Venue").

IV.

Representations of the Parties

1. The Organizer hereby represents that it is the organizer of the Festival to be held between 20 June and 27 June 2025 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 Organizer undertakes to:

- 1) provide, from June 20th to June 22nd 2025, the Venue equipped with all equipment in accordance with the technical rider, provide consumable Venue 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 "List of People Accommodated". **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 in accordance with the technical rider for the time of the Performance-related stay and, where appropriate, one bus for the staff necessary for presentation of the Performance.
- 5) organize the sale of tickets and the service staff at its own expense.
- 6) 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.
- 7) cover the travel expenses of the visiting company on the basis of an invoice issued by the Theatre Company. The expenses are subject to a 15% withholding tax (see Article VI hereof).
- 8) 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.
- 9) **The Organizer guarantees that the name of "Puck Cinema Caravane", "Tombs Creatius Company" and the origin country "Catalonia" will be present in all advertising in which this activity will be mentioned.**
- 10) The Theatre Company will carry out the assembly of "Puck Cinema Caravane" just once. The Ar Theatre Company is responsible for setting up the installation at the beginning of the festival (the 20th June) and breaking down at the end of the last exhibition (on the 22nd June). When the activity is CLOSED to the public, the **Organizer** is responsible for providing security for the installations.

2. The Theatre Company undertakes to:

- 1) deliver the Venue scenery (Venue set, costumes, Venue props etc.) to the Venue 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 Venue 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.

VI.

Payment

1. The Organizer will arrange the sale of tickets for the Performance and pay the Theatre Company:
 - 1) The Theatre Company will receive A fee for all Performances (June 20 – June 22, 2025), the (NET) amount of EUR 3.000,00€.
 - 2) The artist fee is 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.
 - 3) The reimbursement of the costs related to transport of the performing artists and scenography, of the (NET) amount of EUR 2.000,00€.
 - 4) Together with the invoice, the Theatre Company will send a list of performing artists, specifying for each of them their first name and surname, date, place and country of birth, postal code, tax identification number at the relevant tax residence, including a tax residence certificate. 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.
2. The payments defined in par. 1 will be paid to the Theatre Company's bank account specified in par. 3 below by an international wire transfer on the basis of invoices issued by the Theatre Company.
3. Details of the Theatre Company's bank account

Bank:

Office:

Title holder:

Title Holder address:

IBAN:

SWIFT

The payment will be done in two instalments:

- 2000€ not later than 01st June 2025
- 3000€ not later than 23rd June 2025

Payment for: the Performance at the Festival on June 20th – June 22nd 2025

4. The Organizer will send the Affirmation of withholding tax payment issued by itself no later than 30th August 2025.

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

1. The Organizer's representative authorized to contact the Theatre Company and discuss issues related to the Agreement with the Theatre Company is
The Organizer's representative authorized to contact the Theatre Company and discuss technical issues with the Theatre Company is:
2. The Theatre Company's representative authorized to contact the Organizer and discuss issues related to the Agreement with the Organizer is
The Theatre Company's representative authorized to contact the Organizer and discuss technical issues with the Organizer is

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.
4. If before such events occur, one or more of the performances as listed above has taken place, then the Organizer shall be liable to pay only such part of the sum(s) stated in Clause VI as represents a reasonable proportion thereof.

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. In the event that the Theatre Company is unable to present its show outdoors due to extreme weather conditions, all payments outlined in this Agreement shall remain payable. Any such decisions will be made through discussions between the Organizer and the Theatre Company,

always taking into account the proper maintenance and preservation of the installation. The Theatre Company agrees to be relocated to an alternative indoor venue to deliver the performance at no additional cost. "Extreme weather conditions" shall be defined and agreed upon by both the Theatre Company and the Organizer in advance of the scheduled setup day.

4. The Theatre Company hereby undertakes that upon its entering the territory of the Czech Republic, it will present all documents and fulfil all conditions under the applicable legal and health safety regulations of the Czech Republic concerning the COVID-19 disease pandemic throughout the Festival duration. Any other provisions and amendments to this Agreement have to be made in writing, otherwise they will be considered void.
5. This Agreement will enter into force only upon signature by both parties.
6. This Agreement is executed in two counterparts in English, one for each of the parties.
7. The following documents form an integral part of this Agreement:
 - Time Schedule - Annex 1,
 - Technical Rider - Annex 2,
 - List of People Accommodated- Annex 3.

In Hradec Králové, on

In Belpuig on

For the Organizer

For the Theatre Company

Ing. Eva Mikulková – Director

**Ing. Eva
Mikulková**

Digitálně podepsal Ing.
Eva Mikulková
Datum: 2025.05.23
11:54:35 +02'00'

Antonio TOMAS CAMI - Artiste

43715867C

ANTONIO TOMAS
(R: B25836214)

Digitally signed by 43715867C
ANTONIO TOMAS (R:
B25836214)
Date: 2025.05.22 08:08:10
+02'00'

Annex 1, Time Schedule

- Arrival: 19th June (between 7pm and 9pm)
- Instalation: 20th June (from 2:30pm to 4pm). If you prefer, we can set-up in the morning between 11:30am and 1pm. In that case you should provide security for the installation also during 1pm to 4pm. Just let me know your needs.
- performance: from June 20th to June 22nd 2025
- schedules of the performance: from 4pm to 7pm (each day)
- Dismantling: on the 22nd June from 7pm to 8:30pm.
- departure: June 23rd 2025 (early in the morning between 4am and 6am).

Annex 2, Technical Rider

power point 220v in the setting up location. It is very important to make the show work.

Technical rider:

- * Puck Cinema: shadow (in summer) and flat area of about 10m x 5m without slopes or ramps;
- * accessibility for a van+caravan to get through to the set-up area;
- * big and safe parking for a van+caravan before setting-up and after dismantle.
- * nearby and safe parking for the vanduring performance days.
- * set-up time: 2h / dismantle time: 1h30min.
- * drinking water during setting-up, exhibition and dismantle days.

Annex 3, Rooming List

First name	Last name	Date of birth	gender	Tax residency
			Female	Spain
			Female	Spain

Accommodation:

June 19 – 23, 2025

Hotel Grand

Československé armády 295, 500 03 Hradec Králové

Accommodation includes breakfasts