

Participation Agreement

entered into in Hradec Králové on 12/06/2025 until:

Stichting Ism & Heit
Europalaan 2B,
3526 Utrecht 3526, Netherlands
VAT No.: NL855991185B01
represented by: Saskia Reynolds
(hereinafter referred to as "**Theatre Company**")

and

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 "**SPAFRICA**" directed by "**Julian Hetzel**" (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:

- 24/06/2025 at 20:00 and
- 25/06/2025 at 16:00

General schedule:

- Unloading + assembly: Monday 23/06/2025 18:30 unload + pre-rigging tbc
- Tuesday 24/06/2025 10:00 build, **20:00 performance**
- Wednesday 25/06/2025 **16:00 performance**, cleaning and disassembly after the show
- Thursday 26/06/2025 travel day back (departure)
- Friday 27/06/2025 travel day back (continuation of the trip)

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

III.

Place of the Performance

The Performance will take place on the stage of Studio Beseda, **Mýtská 126, Hradec Králové 500 03, Czech Republic** (hereinafter referred to as "Stage").

IV.

Representations of the Parties

1. The Organizer hereby represents that it is the organizer of the Festival to be held between 24 June and 1 July 2022 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 Organizes undertakes to:

- 1) provide, from 23 to 25 June, the Stage equipped with all equipment, acoustic, video and lighting technology in accordance with the technical rider, provide consumable stage 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 2 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 for 1 lorry/lorries transporting the stage scenery (stage set, costumes, stage props etc.) for the time of the Performance-related stay and, where appropriate, one bus for the staff necessary for presentation of the Performance.
- 5) arrange for the Theatre Company local transport between the (Prague) airport and the hotel and between the hotel and the place of the Performance (on the preparation, rehearsal, presentation of the Performance) if the walking distance between them is longer than 25 (twenty-five) minutes in accordance with Annex 1 to this Agreement.
- 6) provide and pay for the Czech translation of the text of the Performance as well as all necessary technology and equipment which is not to be arranged by the Theatre Company (see Annex 1 Technical Rider + Time Schedule) and, where appropriate, cover the costs of labour of the person hired by the Theatre Company to be responsible for operation of subtitles during the Performance.
- 7) organize the sale of tickets and the service staff at its own expense.
- 8) 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.
- 9) 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).
- 10) cover the costs of international transport of the stage scenery, stage props and costumes for the Performance incurred by the Theatre Company up to the maximum of **2.500,- EUR** to be paid directly to the Theatre company on the basis of an invoice issued. The cost of transport will be charged according to the actual costs incurred.
- 11) 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.

12) send a notification of gross receipts for the Performance to the Theatre Company to the address [REDACTED] within 14 days after the presentation of the Performance.

2. The Theatre Company undertakes to:

1) deliver the stage scenery (stage set, costumes, stage props etc.) to the Stage 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 Stage 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.

6) provide the Organizer with a complete text of the Performance in its source language or in English and promotional materials of the Theatre Company and the Performance by 18/03/2025.

VI.

Payment

1. The Organizer will arrange the sale of tickets for the Performance and pay the Theatre Company:

1) A fee for two Performances in the (NET) amount of EUR 7.500 (in words: seven-thousand-five-hundred).

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) 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.

4) The costs of transport of the Theatre Company's stage scenery in the maximum amount specified in Article V(11).

5) The costs of transport for the actress in the maximum amount NET 528 €. The costs of the actress's transport (plane tickets 464,74 € + train tickets 62, 95 €)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.

6) Per diems of actress in amount of NET 157,29 € Per diems are subject to a withholding tax of 15%.

7) Per diems of technical staff (3 people) in amount of NET 629,16 € (52,43 € per day)

2. The payment defined in par. 1 will be paid to the Theatre Company's bank account specified in par. 4 below by an international wire transfer on the basis of invoices issued by the Theatre Company.

3. The Organizer is obliged to pay royalties for presentation of the Performance at the Festival in the amount of 10 % of the receipts from the sale of tickets for the Performance (send to e-

mail address: [REDACTED] on the basis of an invoice issued by the Theatre Company. The royalties will be transferred to the Theatre Company's bank account specified in the invoice within 7 days of the date of receipt of the invoice.

4. Details of the Theatre Company's bank account

Bank: [REDACTED]

Bank address: [REDACTED]

Account holder name: [REDACTED]

Account holder address: [REDACTED]

Account No.: [REDACTED]

IBAN: [REDACTED]

BIC : [REDACTED]

Payment for: the Performance at the Festival on 24/06/2025 and 25/06/2025.

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

[REDACTED] The Organizer's representative authorized to contact the Theatre Company and discuss issues related to the Agreement with the Theatre Company is: [REDACTED]

The Organizer's representative authorized to contact the Theatre Company and discuss technical issues with the Theatre Company is: [REDACTED]

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

The Theatre Company's representative authorized to contact the Organizer and discuss technical issues with the Organizer is: [REDACTED].

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. 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.
4. 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:
 - Technical Rider + Time Schedule - Annex 1,
 - Rooming list- Annex 2,
 - Plane Tickets + train ticktes Annex 3.

In Hradec Králové, on 13.06.2025

In Utrecht, on 13.06.2025

For the Organizer

For the Theatre Company

Ing. Eva Mikulková – Director

Saskia Reynolds

Annex 1 - Technical Rider + Time Schedule - Version 3.2

Date	19/06/2023
Disclaimer	This rider is subjected to change, updated versions might follow. (premiere at 11/05) Please let us know timely if any of the requirements cannot be met!
Arrival technique	9 hours prior to showtime
Build time	7.5 hours
Show duration	90 min.
Pause	-
Duration of bulddown	3 hours
Number of trucks	1 (Mercedes Sprinter 3.5T)
Number of cars	0
Number of performers	1
Number of changing rooms	1
Number of touring party	4 or 5
Technique Studio Julian Hetzel	
During Build	2
During Show	2
During Build down	2
Technique Theater during Build	2
Technique Theater	
During Performance	1 (to operate a winch)
Technique Theater bulddown	2
Minimum stage dimensions	
Broad	9 meters (normal version)
Depth	10 meters (normal version)
Hight	5 meters (normal version)
Broad	7 meters (small version)
Depth	8 meters (small version)
Hight	3.5 meters (small version)
Number of pull's	7
Number of pull's with decor	1
Number of pull's with rigging	1
Number of pulls light / sound	6 pulls with light / plus 1 on either side 1 pull with sound
Number of pulls video	1
Number of changes	2
Floor	None from the venue. We will bring our own ballet floor.
Masking/ Drapery	No masking or drapery, as much as it's acoustically possible in the space. The space should be completely dark though. So if masking is necessary to accomplish this, then yes.
Placement FOH	In the back of the tribune, but definitely not in an enclosed box.
Intercom system	We need an intercom system between the backstage and the FOH.

The tribune	Can be there as usual. It's a frontal piece. However There will be a PTZ camera on the front row, This will effectively cost 1 chair, so the audience capacity is -1!!! Please communicate this with ticket sales.
Light	See Enclosed light plot
Console	We bring our own ETC nomad (on pc) system. If there is an ETC desk on site that we can use, we prefer that.
Dmx universes needed	2
Power	2 free 16a for a winch, compressor,; in the back, 1 16a audio group; also in the back. 2 16a light; stage Right and Left for LED strips. We don't travel with our own cables, please provide sufficient power cables and shuko sockets.
Sound System:	We would like 6 separate speakers provided by the venue. We will need a high quality PA system. Containing a flown Left and right as well as a center cluster, subs can be on the floor/ under tribune. A left and right effect speaker on the back of the stage, That could be floor monitors. And lastly a center cluster behind on the back of the tribune, acting as a mono surround speaker.
Console	We will bring a Midas M32 Digital mixing board together with a stage box, so ideally there is an aes line from the front of house to the floor.
Microphones : Provided by the company	1 x sennheiser wireless system with microphone
Microphones : Provided by the venue	2 x Shure SM58 1 x DI
INEAR:	We will bring our own in-ear system
Cabling:	All necessary speaker cabling, signal cabling and power cabling for the system described. Also we will need a significant amount of xlr cable. We will bring a solenoid midi triggering system that is powered by xlr. Those will be scattered throughout the room and need to be cabled. 10 x 15~20 meter xlr 10 x 5m
Additional cabling:	We use midi triggered solenoids in this piece. For this We need 1 Analog xlr line from the FOH to the floor. They will carry a low voltage signal. (24v) So it's advised no other sound signals run through the cables next to it.
Video	

We would need to use **2 x a Video projector from the venue** (min. 4000 ANSI-lumen), including the needed connection, cabling to the FOH and projector mount.

The projection ratio is 16:9, the place of the beamer is dependent on the lens. The closer it can be to the back wall, the better. One beamer shall project on the entire back wall of the decor (8m or 6 meter wide).

One will run the show the other will be running the surtitles.

There will be a PTZ camera in front of the tribune on a tripod. We will bring the PTZ camera.

The camera needs a Network line, So Ideally there is a second network line from the FOH to the floor.

Decor

The decor consists of a hung white ballet floor, as a backdrop, that gradually curves down and becomes the floor. We tour the piece in two versions:

a) normal version (dimensions: 9,40m x 8,0 m)

b) small version (dimensions 9,40m x 6m)

So, the backdrop will be either 8 or 8 meters wide, depending on the venue and will have to hang at least 4.5 meters above the floor. Depending on the width, because of our projection ratio.

The floor starts 9,40m in front of the rigg it will hang in.

The backdrop hangs in 5 steel cables that the venue will provide. **If possible reutlinger.**

On that floor is a white round table with 3 chairs.

Hidden in this decor are a couple solenoid hammers, strapped to seemingly random objects we find in the space. They will not damage the object however it will make a sound.

On 2,5 meters from the backdrop there's a paint robot hanging from the rigg, which in one scene will shoot some paint on our own ballet floor.

For this paint, we have a cleaning protocol.

So after the show it's imperative that we have access to clean water, as well as a place where we can dispose of the dirty paint water.

If you happen to have a mopping machine in the house we would Definitely like to make use of that!

On 2/3 of the floor there will be a jug of water on a rope hanging from preferably a beam in the roof construction or otherwise the rigg.

The tank itself weighs around 20 kg.

The rigg should be able to carry 300kg, since our actress will sit on the wrecking ball at one point in the show. (Max. dynamic weight is 150kg)

We will bring our own rigging material. If we have to tether a flybar we will use your rigging material for that.

The tank will be pulled from the cooler by a winch that will be located on the side or back of the stage, Rope will be run through the rigg.

The winch needs 50kg of counterweights, or we can screw 4 screws in the floor.

Note: We need a water connection to fill the jug, and someplace we can empty the paint/water mixture.

Annex 2 - Rooming list

22/06 – 26/06/2025



23/06 – 26/06/2025



Annex 3. - Plane Tickets + train ticktes: