CONTRACT No. 7/2025/SI on the provision of a theatrical performance at the international puppet festival SPECTACULO INTERESSE 2025

concluded pursuant to the provisions of Section 1746 (2) of Act No. 89/2012 Coll., Civil Code, between:

the ensemble:

L'atelier de l'inventure

registered address:

Gurzelen 11 / 2502 Biel-Bienne, Switzerland

represented by:

Antoine Zivelonghi

ID:

CHE-462.697.771

(hereinafter referred to as the "visiting ensemble")

and

the organizer:

Puppet Theater Ostrava, a publicly-funded organization Pivovarská 3164/15, 728 32 Ostrava-Moravská Ostrava

registered address: represented by:

Alena Punčochářová, theater manager

ID:

00533874;

TIN: CZ 00533874, VAT non-payer

bank details:

Komerční banka, a.s.; account number: 59837761/0100

IBAN:

CZ41 0100 0000 0000 5983 7761; SWIFT (BIC): KOMBCZPPXXX

(hereinafter also as "DLO")

I.

> The visiting ensemble undertakes to provide a performance called **Carpet Diem** on **2.10.2025**. Start of the performance: **17:30**

Venue: **Puppet Theatre Ostrava, main stage;** Pivovarská 3164/15, 702 00 Ostrava Time to set up the stage before the performance/dismantle the stage: 8 h/2 h

The visiting ensemble undertakes to fulfill all obligations towards collective rights administrators, including the payment of royalties for each performance.

II.

The organizer undertakes:

to provide hotel accommodation with breakfast for the members of the visiting ensemble at its own expense

day and time of arrival:

30.9.2025

day of departure:

3.10.2025

number of people (men/women)

3 people (3 men)

> to pay the visiting ensemble:

a fee for the performance of

2 400 EUR

transportation costs of

1500 EUR

TOTAL

3 900 EUR

- The organizer will pay the total amount according to Article II.1 (b) of this contract based on an invoice issued by the visiting ensemble after the performance, with the due date of the invoice set at 14 days from the date of delivery of the invoice to DLO. The money will be transferred to the above-mentioned bank account of the visiting ensemble.
- > By signing this contract, the visiting ensemble confirms that it is the true and legitimate owner of the aforementioned remuneration and that it is not entitled to any further remuneration for the performance.

III.

The organizer undertakes:

- > to provide the visiting ensemble with technical help, the list of which is given in Annex No. 1 to this contract (in accordance with the provisions of Section 3 (2b) of Act No. 340/2015 Coll.; this annex shall not be published even in an illegible form);
- > to provide the necessary technical personnel as a service for the performance (lighting engineer, sound engineer, stage technician);
- > to provide the necessary services for the performance (fire safety, cloakroom, usher);
- > to ensure the promotion of the visiting ensemble in festival promotional materials.

IV.

- > The visiting ensemble may cancel a performance only in the event of force majeure, in particular in the event of the proven serious illness of one of the main performers if it cannot provide an adequate substitute.
- > If the visiting ensemble cancels the performance for any other reasons, it is obliged to immediately notify the organizer of this fact and reimburse DLO for the costs incurred in preparing for the performance, or which are unavoidable in arranging a makeup performance.
- The organizer has the right to cancel a contractually agreed performance (participation of the visiting ensemble at the festival) if the visiting ensemble fails to comply with the contractually agreed conditions, or if the performance or the level of the festival is seriously jeopardized.
- > All emergency situations that arise during the preparation for the performance or during the festival itself are resolved by mutual agreement so that the festival program is retained and its quality is not jeopardized.
- In the event that either party fails to fulfill any of its obligations set forth in this contract or causes damage to the property of the other party, the party that failed to fulfill the obligation or caused the damage shall be liable for the damage caused. The other party will be fully compensated for the damage. The organizer is entitled to offset the claim for compensation against the monetary claims of the visiting ensemble.
- > The contracting parties undertake to strictly comply with the terms of this contract and thus ensure the successful outcome of the festival.

- The contracting parties acknowledge that, in accordance with Act No. 340/2015 Coll., this contract will be published in the register of contracts. Only the organizer is authorized to publish this contract in accordance with the Act on the Register of Contracts, within 30 days of its conclusion. If the organizer does not publish this contract within this timeframe, then either contracting party is entitled to publish it in accordance with the procedure set out in the Act on the Register of Contracts. The organizer is entitled to make the information contained in the contract illegible in accordance with the Act on the Register of Contracts, i.e. in particular, but not exclusively, information that it considers to be its trade secrets.
- > This contract shall enter into force on the date of signature by both parties, and it shall be drawn up in duplicate.

Antoine Zivelonghi

In Ostrava on 1. 7. 2025	In Bienne on 1. 7.2025
for DLO:	for the viciting encomple:

Alena Punčochářová, theater manager

