

South Bohemian Theatre, contributory organization, registered in the Commercial Register of the Regional Court České Budějovice, section Pr, entry 112
Dr. Stejskala 424/19, 370 01 České Budějovice
represented by MgA. Martina Schlegelová, Ph.D., director
of the South Bohemian Theatre
Contact person:
South Bohemian Theatre
jan.hajzman@jihoceskedivadlo.cz

Identification No.: 00073482
Bank connection:
(hereinafter referred to as "the Theatre")

and

Festivals Litschau
zH Theaterfestival HIN&WEG
Hörmanns 1, 3874 Litschau
represented by Zeno Stanek, director of the HIN & WEG Festival
Contact person:
Identification No: ZVR 707195687
Tax No:
Bank connection:

(hereinafter referred to as "the Organizer")

enter into, in the meaning of the provisions of sec. § 1746, par. 2 of Act No. 89/2012 Coll., Civil Code, as amended, this:

CONTRACT FOR PERFORMANCE

I. Subject-matter of the Contract

- II. The subject-matter of this Contract is the realization of the drama performance "**How to feed a dictator**", directed by Kasha Jandáčková (hereinafter referred to as "the Performance"), under the terms and conditions further specified in this Contract.

III. Rights and obligations of the Parties

III.1. The Theatre undertakes to stage the

Performance on: **15 August 2025**
venue: **Theaterfestival HIN & WEG**
beginning of the Performance: **19:00 o'clock**

- III.2. **The Theatre** undertakes to ensure that the performers will be present on time for the performance and that the artistic performance will be performed conscientiously, properly and to an appropriate artistic quality.
- III.3. **The Theatre** undertakes that all its personnel will abide by the Organizer's occupational health and safety regulations and fire regulations and the Organizer's operating rules, provided that they are made known to the Organizer well in advance of the performance of this Contract.
- III.4. **The Theatre** grants the Organizer, by this Contract, a licence to use the theatre play and the artistic performance created by the actors, including the rights to the stage decoration and costume design, by communicating them to the public during the performance. The Organizer is not entitled to grant the acquired licence to third parties in whole or in part, or to grant permission for the sound, image or audio-visual recording of the performance or its

distribution, and undertakes not to make such recordings by themselves.

III.5. **The Theatre**, as the operator of the theatrical work, declares that it is the holder of all rights related to its public performance, in particular the rights to use the works of authors and performing artists. The guest further declares that the public performance of the theatrical work will not infringe the copyright or other rights of third parties.

III.6. **The Organizer** undertakes to pay the contractual price for the Performance duly and on time.

III.7. **The Organizer** undertakes to ensure:

- clearing the access passages to the stage, a clean and empty stage and access to the building before the arrival of the Theatre's technicians (on 14 August 2025)
- the presence of the Organizer's own technical staff on the day of technical preparation and the performance (lighting, sound and video technician),
- the technical equipment listed in Annex 1 to this Contract, with the projector,
- a possibility of the van arriving at the theatre premises, free parking spaces for two vans and a car,
- an adequate number of operational staff members required for the proper running of the Performance (ushers, fire wardens),
- free actors dressing rooms for 2 woman and 3 man, (clean, tidy and adequately equipped),
- facilities for 8 technical staff members of the Theatre,
- showers and toilets near the dressing rooms (if possible),
- sufficient drinking water for performing artists and technical staff.
- room for food preparation with refrigerator and access to water.
- 4 honorary tickets for the needs of the Theatre
- Accommodation – 4x single room for technicians and production (on 14 August 2025)
- suitable conditions for the performance in social, technical, safety and hygienic terms.

III.8. **The Organizer** undertakes to ensure that no video or audio recordings of the Performance are made or transmitted without prior consultation and concluding of a special agreement with the Theatre, except as permitted by law.

IV. The price and payment provisions

IV.1. The Parties to the Contract have agreed on the price for the staged Performance in the amount of 3,800.- EUR (in words: three thousand eight hundred EUR) – exempt from VAT according to sec. 61 (e) of Act No. 235/2004 Coll., on Value Added Tax, as amended.

IV.2. The contractual price shall be paid on the basis of an invoice issued by the Theatre after the staging of the Performance, with the due date of 14 calendar days.

IV.3. The receipts for the Performance belong to the Organizer.

V. Common provisions

V.1. If the Performance is cancelled due to an unforeseen or unavoidable event (natural disaster, accident, epidemic, illness of performers, change in the cast of the Theatre, etc.), the two Parties shall have the right to withdraw from this Contract without a claim to a financial compensation, unless otherwise agreed. Low demand for tickets is not a reason to withdraw from this Contract.

V.2. If the Contract is terminated for reasons other than those stated above within 7 calendar days before the stipulated date by:

- a) the Organizer – the Organizer shall pay the Theatre half of the contractual amount according to paragraph IV.1.,
- b) the Theatre – the Theatre shall reimburse the Organizer for damages and costs incurred by cancelling the Performance.

If the Contract is terminated for reasons other than those stated above within less than 7 calendar days before the stipulated date of the Performance by:

- a) the Organizer – the Organizer shall pay the Theatre the full contractual amount under paragraph IV.1.,
- b) the Theatre – the Theatre shall reimburse the Organizer for any damages and costs incurred by cancelling the Performance.

VI. Other provisions

VI.1. The two Parties to the Contract undertake to protect and keep confidential from third parties the information constituting trade secrets, confidential information and other information provided in the framework of the contractual relationship between the Parties or in the ordinary course of business. The Parties agree that confidential information shall be all information, sources and documents provided by the customer, unless they are normally available in public information sources (for instance the Commercial Register).

VII. Penalty provision

VII.1. In the event a faultless invoice is not paid by the due date, the South Bohemian Theatre is entitled to charge the ordering party default interest at the rate of 0.03% of the amount due for each day of delay.

VIII. Final provisions

- VIII.1. This Contract shall come into force and effect on the date of signing by both Parties and shall be concluded for a definite period of time in accordance with the provisions of Article III.
- VIII.2. The Parties to the Contract declare that they enter into this Contract freely, seriously and in good faith and, having read it, affix their handwritten signatures as evidence of their agreement to its contents.
- VIII.3. Amendments and supplements to this Contract must be in writing and signed by both Parties to the Contract.
- VIII.4. Unless otherwise specified, the legal relations arising from this Contract shall be governed by the provisions of the Civil Code, as amended.
- VIII.5. The Contract shall be drawn up in two equally valid copies, of which each of the Parties shall receive one copy.

In Litschau on

In České Budějovice on

Zeno Stanek
Director of the Theaterfestival HIN & WEG

10.01.2017-2020
Director of the South Bohemian Theatre

TECHNICAL REQUIREMENTS

LIGHTING

Prep day before – local lighting and video tech required.

Lighting setup on performance day: 5 hours

We provide:

- ETC lighting console
- Front projector
- Rear projector with rear projection screen
- 2x Eurolite LED floodlights
- 3x Hanging chandeliers
- 3x FHR 1000W spotlights + 3x lighting stands
- 4x Rechargeable LED lights for window illumination
- 1x LED illuminated logo + power distribution box
- Hazer + smoke machine
- Cabling
- 12-channel dimmer unit + Wieland multicore cabling and breakout (if in-house dimmer channels are not available)

We require:

- 30× dimmable circuits (at least 6 circuits) or LED light replacements
- 8× profile spots with iris, 12× FHR 1000W with barndoors, or LED light replacements
- 6× wash moving heads
- 2× profile moving heads
- If no dimmable circuits are available – 400V/32A power socket near the stage required

SOUND

Setup: 3 hours before performance

We provide:

- Yamaha QL1 mixing console – located in the control room with a window or at the live post
- RiO3224 stagebox – located on stage, behind the scenes, in the center
- MAC+DVS playback system
- Microphones used in the production
- Projection connection

We require:

- PA system in L+R+SUB configuration (Sub required), covering the entire auditorium across the full frequency spectrum. Connection from our stagebox or mixing console.
- 2x full-range speaker boxes ON STANDS – "back efx." Connection from our stagebox.
- 1x full-range speaker box – "monitor" – depending on stage acoustics, to be confirmed on-site.
- Cat5e (or higher) cable RUN between our mixing console located in the control room and our stagebox located on stage (behind the scene).
- XLR cabling and 230V power cabling for the entire setup.
- 2x active DI boxes.

STAGE

Preparation: day before – 4 hours

We require:

- Blackout – Stage manager will mark the location on the plan (please provide!)
- Projection screen (or other technical option) for subtitle projection