CONTRACT No. 27/2025/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 organizer: registered address:

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

represented by:

Alena Punčochářová, theater director

ID:

00533874:

bank details:

TIN: CZ00533874, VAT non-payer Komerční banka, a.s.; account number: 59837761/0100

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

IBAN:

(hereinafter also as "DLO")

and

Vadim Gololobov

residence:

1 sente du Moulin Nicole, 77580, Crecy la Chapelle, France

date of birth

11.07.1964

tax domicile:

France

VAT No:

FR3060028514060

(hereinafter also "representative of a visiting ensemble")

l.

- > Vadim Gololobov declares that it is the joint representative of performing artists performing under the name "engineering theater AKHE" within the meaning of the provisions of Section 68 of Act No. 121/2000 Coll., on copyright, rights related to copyright and amendments to certain acts (Copyright Act) authorized to act on behalf of all this members of the emsemble:
 - Vadim Gololobov, date of birth 11, 07, 1964, residence: France
 - Maksim Isaev, date of birth 15. 07. 1965, residence: France
 - Pavel Semchenko, date of birth 15. 06. 1967, residence: Finland
 - Denis Krivtsov, date of birth 05. 06. 1985, residence: Russia
 - Alexandr Kurochkin, date of birth 22. 07. 1986, residence: Germany
 - Nikolay Khamov, date of birth 08. 08. 1983, residence: France
- (hereinafter also as "visiting emsemble").
- The subject of this contract is the obligation of the representative of a visiting ensemble to provide the artistic performance specified below for the organizer and the obligation of the organizer to pay the representative of a visiting ensemble the agreed price for providing the artistic performance, under the conditions and within the terms agreed in this contract.

> The visiting ensemble undertakes to provide a performance called "Dictature" on 2.10.2025. Start of the performance: 21:00/9:00 PM

Venue: Bricki-louse Vítkovická 3335/15, 702 00 Moravská Ostrava a Přívoz Time to set up the stage before the performance/dismantle the stage: 33 h/4 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:

day and time of arrival:

30. 9. 2025

day of departure:

3, 10, 2025

number of people (men/women)

6 men

> to pay the visiting ensemble:

a fee for the performance of 3500 EUR

TOTAL

3 500 EUR

- > The organizer will a fee for the performance based on an invoice issued by the representative of visiting ensemble in cash at the DLO box office after the performance according to this contract.
- > By signing this contract, the representative of 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. It will settle all claims of all members of the visiting ensemble from this remuneration.

111.

The organizer undertakes:

- > to ensure the transport of all members of the visiting ensemble from their current place of residence in Europe to the performance venue and return to places of residence (economy class air travel);
- > to ensure accommodation for all members of the visiting ensemble in single hotel rooms with breakfast on 30. 9.-3. 10. 2025 (3 nights);
- > 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.

> The visiting ensemble may cancel a performance only in the event of force majeure, in particular in the event of the proven serious health ailments of one of the main performers if it cannot provide an adequate substitute.

- 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. In that case and also if the visiting ensemble cancels the performance for any other reasons it is obliged to immediately notify the organizer of this fact, DLO has a claim for a contractual penalty of 20 000 EUR against the representative of a visiting ensemble and a further claim for damages exceeding the amount of the contractual penalty.
- 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 falls to fulfill any of its obligations set forth in this contract or causes damage to the property of the other party, the party that falled 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 lilegible 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 is governed by the laws of the Czech Republic and any disputes will be resolved by the District Court in Ostrava.
- This contract shall enter into force on the date of signature by both parties, and it shall be drawn up in duplicate.

In Ostrava on 5. 9. 2025	In Crecy la Chapelle on	025
Alena Puncocharova, theater director		ardae or a assiming euseunois