**Contract**

**on the staging of a theatre performance**

concluded pursuant to § 1746 par. 2 of Act No. 89/2012 Coll., the Civil Code

Contracting parties:

**Národní divadlo Brno, příspěvková organizace**

registered office: Dvořákova 11, 657 70 Brno

represented by: MgA. Martin Glaser, Director of the National Theatre Brno

IČO: 00094820

# DIČ: CZ00094820

Commercial Register of the Regional Court in Brno, section Pr, entry 30

Account no..: UniCredit Bank 2110126631/2700

(hereinafter “the organizer”)

and

**Slovensko narodno gledališče Drama Ljubljana**

registered office: Erjavčeva 1, 1000 Ljubljana, Slovenija

represented by: Igor Samobor, General Manager and Artistic Director

VAT number: SI 59617055

Company’s registration number: 5698375

Legal form: Public institution (Slovenian National Theatre Drama Ljubljana)

Account Holder: Slovenian National Theatre Drama Ljubljana

Name of bank: Uprava za javna plačila (UJO)

Bank address: :Dunajska cesta 25, 1001 Ljubljana, Slovenia

IBAN: SI56 0110 0603 0356 270

SWIFT: BSLJSI2X

(hereinafter “the performer”)

**I.**

**Subject of the Contract**

1. **The performer undertakes to give a performance of the production** “**Anna Karenina** “by Leo Tolstoj, stage direction: Dušan Jovanović on **12th December 2017 at 7pm** on the stage of the Mahen Theatre. Technical preparation will be on 12th December 2017at 8am on the stage of the Mahen Theatre. The performance is in Slovenian language with Czech surtitles**.**
2. The organizer undertakes to pay the performer remuneration for the aforementioned staging in accordance with this contract.
3. The performer provides the discharge of obligations arising from this contract at its own expense and responsibility.

**II.**

**Price and Payment Terms**

1. The contracting parties have agreed that the organizer will pay to the performer for the aforementioned staging 1.845,- EUR net, ie. staging 1.845,- EUR gross. The amount includes the costs of accommodation 1.845,- EUR (in accordance with Art. II. point 3). If the amounts of gross and net agrees, this means that the amount of the gross will not be taxed in the Czech Republic.
2. All the other costs associated with hosting in particular per diems, travel costs, transport of decorations and costumes, personal insurance, music and artistic rights and royalties relating to the production will be paid by the performer.
3. The organizer will arrange and pay the accommodation in eFi Hotel (Brno) from 11th to 13th December (2 nights) in 20 single rooms, 10 double with breakfast for 40 people. The price will be max. 1.845,- EUR (including VAT and stay fees).

The performer agrees that the organizer deduct the max. 1.845,- EUR of the accommodation from its remuneration pursuant to Art. II. point 1. (prior to the payment of the total price). The possible cancellation fees will be charged to the performer. The same applies for booking and payment of accommodation in case of the additional performer requirements.

1. Taxation of the remuneration will be carried out in compliance with the applicable regulations of the Czech Republic (CR), or on the basis of the relevant provisions of the double taxation avoidance agreement concluded between the CR and the state in which the ensemble is resident.
2. The price for the staging will be paid on the basis of send invoice by the performer with a due date of 14 days from the date on which the invoice is delivered to the organizer in the CR.
3. The performer provides evidence through a Deed of Foundation that it is a Nonprofit Ltd. with a registered office in Ljubljana, that was not established for the purpose of business. A copy of the foundation deed forms is an integral part of the contract as appendix No. 1.
4. The performer is committed to the organizers to provide a current certificate of tax residence appendix No. 2.
5. The receipts from the staging are the property of the organizer.
6. The organizer will provide to performer 10 free tickets for the performances in accordance with Art. I. In order to control the contract fulfillment.
7. The organizer is responsible for VAT payment of remuneration in the reverse-charge system.

**III.**

**Obligations of the Contracting Parties**

1. The organizer’s obligations:
2. The organizer will provide the stage and appropriate facilities for preparation, rehearsal and performance at the Mahen Theatre:

12th December 2017 (technical preparation) – from 8am at the MahenTheatre

12th December 2017 (performance) – from 7pm at the Mahen theatre

* Provides theatre space capable for production including stage and dressing rooms.
* Allows the truck parking for the purpose of stay and loading and unloading set and costumes needed for staging.
* Provides lighting and stage requirements, in accordance with the technical possibilities of the organizer.
* Provides the necessary number of persons for the stage technology operation.

**Technical Rider of the performer is an integral part of this contract, see Annex no. 3.**

1. The organizer undertakes to carry out the promotion of the aforementioned staging. The performer will provide materials to be used in this promotion as soon as possible upon the request of the organizer.
2. The organizer reserves the right to use its own visual style in promoting the staging. All publicity material will be send to performer for approval prior to publication.
3. The organizer will provide at its own expenses the translation of the performance from Slovene to Czech, subtitling equipment and also an operator for surtitling during the performance. The performer will provide relevant documents (Word version of the final text in Slovenian language) for the translation and subtitling machine no later than on 29th September 2017.
4. The performer’s obligations
5. The performer undertakes to perform the staging on the agreed date at the venue in accordance with Art. I of the contract.
6. Dressing rooms that will be available for the performer are lockable. The organizer is obliged to instruct the performers of the proper locking, which is a prevention of possible theft. Organizer is not responsible for any thefts from the dressing rooms, if they are not locked.
7. The performer is obliged to ensure the safety of items which will be brought onto the organizer’s theatre premises in connection with the staging and acknowledges that the organizer is not liable for any damage to these items unless this is incurred in connection with the activities of the organizer.
8. The performer is obliged to comply with safety and fire regulations associated with the operation of the organizer’s theatre building and allocated facilities and thus avoid any injuries or damage to property. These regulations form an integral part of this contract as appendix No. 4.

**IV.**

**Clause on the promise of a mutual exchange performances**

Contracting parties signed (20. 4. 2017) the contract of the staging the guest performance **“Lady from the see”** of National Theatre Brno, 25. 05. 2017 at 7.00pm on the big stage of the SNG Drama Ljubljana. Both parties undertook to sign the contract for the guest performance of SNG Drama of Ljubljana in the National Theatre Brno.

**V.**

**Non-performance or Cancellation of the Staging**

1. The cancellation of the performance by force majeure (an unforeseeable natural disaster, official ban, etc.) gives both parties the right to withdraw from the contract following timely, evidence-based notice, or to change its terms, without any claim to financial compensation for damages.
2. If the organizer cancels the staging (except for the reasons specified in paragraph 1), it is obliged to pay the performer demonstrable costs and damages associated with the preparation of the staging.
3. If the staging is cancelled by the performer (except for the reasons specified in paragraph 1), it is obliged to pay the organizer demonstrable costs and damages associated with the preparation of the staging.

**VI.**

**Final Provisions**

1. This contract enters into force and effect on the date of signing by both contracting parties.
2. The contract can be modified and supplemented only through written, sequentially numbered amendments.
3. This contract has been drawn up in 2 copies, and each contracting party will receive one copies.
4. The contracting parties affix their signatures as proof of agreement with the content of this contract.
5. Both contracting parties agree that the contract becomes effective only after its publication in the register of contracts pursuant to Act No. 340/2015 Coll. (Law of the contracts registry). The contracting parties agree with the publication of this contract in full version in the register of contracts.

Appendix no. 1: Deed of foundation

Appendix no. 2: Tax Domicile

Appendix no. 3: Technical Rider

Appendix no. 4: Training in safety rules

Brno, date Ljubljana, date

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**Martin Glaser**  **Igor Samobor**

Director of National Theatre Brno Director of the SNG Drama Ljubljana

on behalf of the organizer on behalf of the performer

**Appendix no. 4**

**Training in fire safety and occupational safety for visiting artistic groups**

**at Mahen Theatre, Brno**

**A.**

**In the interests of fire safety, all visiting artistic workers at the ORGANIZER are obliged:**

1. To conduct themselves during work and other activities in such a way as not to cause a fire, and to comply with fire safety regulations and related orders, prohibitions and instructions issued to them. To familiarize themselves with the fire safety code of the workplace, the ORGANIZER’s fire-alarm procedures and the evacuation plan.

2. When a fire is sighted, to extinguish it without delay using available extinguishing agents, or if this is not possible to raise the fire alarm as a matter of urgency and summon help in accordance with the fire-alarm procedures. In the ORGANIZER’s buildings a fire should be reported at the porter’s lodge of the theatre, the fire-registration office. In preventing and fighting fire and other natural disasters or accidents, everyone is obliged to provide the necessary personal and material assistance when directed to do so by the person in charge of the fire-fighting effort (see Act 67/2001 Coll. § 18 and 19).

3. Every worker is obliged to report the outbreak of any fire in the workplace to a senior employee or to the fire-registration office.

4. To ensure that after the completion of work the workplace was in a fire-safe condition and to announce faults which could cause an outbreak of fire to a senior employee as a matter of urgency.

**Smoking is strictly prohibited in the ORGANIZER’s buildings**. One exception is the smoking room in the thetre. Buildings are clearly marked with the safety notice “Zákaz kouření” (“No Smoking”). It is forbidden to use cookers or other appliances which are not the property of the ORGANIZER in the ORGANIZER’s buildings.

**B.**

**In the interests of OSH, all visiting artistic workers at the ORGANIZER are obliged:**

1. To comply with legal regulations for ensuring occuptional safety and health (OSH) with which they have been duly familiarized.

2. To conduct themselves in such a way as not to endanger their own health or the health of their fellow workers.

3. To treat any injury correctly (first-aid kits are located in the theatre) and report it immediately to the nearest senior employee (stage manager), who will make an entry in the “Performance Report”.

4. Not to consume alcoholic beverages and not to use other intoxicating substances in the ORGANIZER’s workplaces, not to report for work under their influence, and to comply with the ban on smoking.

5. Not to carry out any work on electrical equipment unless the worker has the prescribed qualification for this (Decree No. 50/1978 Coll.), to strictly confine themselves to operating only machinery and equipment for which the worker has the relevant authorization and training. Not to remove covers and interfere with live parts of their own accord – in case of malfunction immediately switch off the machine or equipment and report the fault to a senior employee. **Only competent persons can carry out work on electrical systems.**

6. To notify their superior of any deficiencies or faults which could pose a risk to OSH and take reasonable steps to eliminate them.

7. To submit to examinations carried out by senior employees of the ORGANIZER, safety technicians or government bodies in order to ascertain whether workers are under the influence of alcohol or other intoxicating substances.

A designed worker from the guest theatre is responsible for carrying out training.