## PERFORMANCE AGREEMENT

With this Performance agreement Circo Aereo and UFFO agree on presenting The Artist in Trutnov, Czech Republic.

#### 1. AGREEING PARTIES

# Společenské centrum Trutnovska pro kulturu a volný čas

later Presenter or UFFO

Adress:

Společenské centrum UFFO

náměstí Republiky 999

541 01 Trutnov

Czech Republic

Organisation registration number: 72049537

VAT: CZ72049537

Contact person: Zina Rýgrová (production manager)

Email: rygrova@uffo.cz

#### Circo Aereo

- later Artist

Address:

Kaasutehtaankatu 1/4, FI-00540 Helsinki, Finland Organisation registration number: 1868216-9

Contact person: Niina Ilola Tel: +358 44 240 9339

Email: niina@circoaereo.com

#### 2. PRODUCTION

The Artist will be performed once in UFFO on: 21. 2. 2018 at 19:00

The following is agreed:

- The venue is reserved for the set-up before the show on Feb 21st.
- Details of the set-up is agreed in the technical rider and to be agreed between the technical managers.
- The Presenter offers sufficient amount of house technicians for the use of The Artist crew for the set-up on Feb 21<sup>st</sup>.
- The Presenter takes care of the accommodation of the members of the group (three people in single rooms in hotel = 2 nights 20th February 22nd February 2018.
- The Presenter provide meals for all the members of the company, during their stay in Trutnov: 20th February = 3x dinner at.........

21st Febr. = 3x breakfast (in hotel) / 3x lunch at ...... / 3x dinner at 21:00 22nd February = 3x breakfast (in hotel)

The Presenter takes care of the travel costs of the crew and the set.

### 3. FEE AND PAYMENT SCHEDULE

Performance fee  $2.941,00 \in (-441,00 \in 15 \%)$  withholding tax, will be withheld and paid by Presenter to the Czech tax authorities. The final paid to the Artist after tax is  $2.500,00 \in .)$ 

Travel costs: 637-670 €

Total 3.578-3.611 €

Total after tax 3.137-3.170 €

The Artist invoices the fee after the performance.

The Presenter pays the fee directly to the Artist's bank account within two weeks after the performance.

Name and address of the Bank:	OP Pohjola, Hakaniemenranta 1, 00530 Helsinki
Account in the name of:	Circo Aereo ry
Account number:	
IBAN Code:	FI34 5722 0720 0359 77
BIC/SWIFT-Code:	OKOYFIHH

### 4. TECHNICAL DEMANDS

The Artist provides the Presenter a Technical rider for a successful performance of The Artist, which will be attached to this agreement.

The technical rider is a part of this agreement. By signing the agreement, the Presenter agrees to all the technical demands specified in the technical rider. If any of the technical requirements cannot be fulfilled or if any changes need to be done, the Presenter is obliged to inform the Artist about it before signing the agreement. The Artist is not responsible for possible additional costs that are incurred to the Presenter because of the performance.

### 5. ATTACHMENTS

Technical rider.

### 6. CANCELLATION

This agreement will be automatically suspended or cancelled, without damages of any kind, in all cases of force majeure (flood, earthquake, fire, lockouts, epidemic, failure or delay of scheduled transportation facilities, illnesses, deaths or any law, order, decree, rule or regulations of any governmental authority or any other reason

of similar nature which are beyond the Artist's control) acknowledged by statute or case law.

The lack or withdrawal of performing rights on the date of performance of this contract will entail its automatic cancellation due to the breach of the essential clause stipulated earlier in this contract.

In case of Presenter cancelling the performance, the Presenter is obliged to pay the Artist the performance fee stipulated in this agreement.

Any claim or dispute arising out of or related to this agreement shall be interpreted under and according to Finnish laws. Any dispute arising hereunder or relating to this agreement or its performance shall be subject to the Finnish Court of Helsinki, Finland.

### 7. SIGNATURES

This agreement, when signed by both parties, constitutes a commitment by both parties to the performance as outlined by this agreement, permitting the parties to publicly announce the performance and make third-party commitments as required.

This Performance agreement is made in two original signed copies on 22nd January 2018 in Trutnov / Helsinki.

Presenter:	Artist:	
Libor Kasík	 Niina Ilola	
director	Producer	