****

**A G R E E M E N T**

Between Foundation Nederlands Dans Theater, located in The Hague, represented

by its general manager Mrs. Janine Dijkmeijer,

**Foundation Nederlands Dans Theater**

Schedeldoekshaven 60

2511 EN Den Haag

Nederland

European VAT number: NL.8049.28.733.B01

hereinafter referred to as **NDT**,

and

Národní divadlo Brno, příspěvková organizace / National Theatre Brno

Seat: Dvořákova 11, 65770 Brno, Czech Republic

registered in the Commercial Register at the Regional Court in Brno,

section Pr, insert No 30

IČ (identification number): 00094820

DIČ/VAT (tax identification number): CZ00094820

Represented by: **MgA Martin Glaser,**  Director

hereinafter referred to as **The Company**

who have herewith agreed to the following terms and conditions:

1. **NDT** shall lease to **The Company** the set of the choreography “Sarabande”, original by Jiri Kylián. Consisting the following items:

The set contains:

|  |  |
| --- | --- |
| 6 x | Frame doll |
| 6 x | Frame for body |
| 1 x  | Bag with 3 skirts |
| 1 x | Bag with 3 skirts and 6Tops for skirts |
| 5 x | Blue Bag with 2 black legs |
| 1 x | Bunch of 10 laths |
| 1 x | Flightcase with 6 lighting fixtures (Parnell), including 6x steel- 6x power/Cee and 6x XLR cables. Incl 6x30m Cee cable |
| 24 x | Shackles  |

* The set is in used condition.
* The set is inclusive 6 lighting fixtures.
* The set doesn’t has recent certificates of fire proof. The set doesn’t has special certificates of safety for hanging the frames/dresses.
* The set is exclusive dance floor/Marley.
* The set is exclusive costumes.
* The set doesn’t include borders.
	1. Along with the above mentioned elements **NDT** forward to **The Company** at the time of preparation and presentation of the **the Company´s** performance copyright for durable and non-durable means of staging acquired by signing a contract with production designer Jiří Kylián.
	2. **The Company** is aware and will accept the used condition of set elements. **NDT** will provide for **The Company** no further detailed information of the set elements.

2. The period of disposal the set to the Company lasts from beginning of February (no later than

 on February 10) to June 29, 2018. The Company undertakes to return the set to the NDT

 warehouse in Nieuw Vennep no later then on June 29, 2018, if this Rent Agreement has not

 meanwhile been extended.

2.1 **The Company** is entitled to use the aforementioned set from February 10, 2018 to March 8,

 2018, for the rehearsals in Brno and subsequent performances in Brno and in the Czech

 Republic starting with the premiere on March 9, 2018, and for the rehearsal and performance

 during the Company´s hosting at the festival in Zagreb / Croatia from 3 to 5 June 2018.

2.2 **The Company** shall arrange and take care of a the transportation of the set from Gdansk

(warehouse of the Opera Bałtycka w Gdańsku)- Brno (warehouse of **The Company**) and back to Nieuw Vennep (warehouse of the NDT), which shall be determined by agreement with the Production Manager of the **NDT** and the Production Manager of **the Company**. The transport costs will be born by **the Company.**

The address warehouse of **NDT**

Storage Nederlands Dans Theater

Location Pieter Smit

Pesetaweg 38

2153 PJ Nieuw Vennep

**NDT** has to schedule technicians to be there and to send or receive the goods. Normally this will be between 11:00 and 16:00 hours. Because **NDT** warehouse is not through the whole week occupied with technicians, and also limited in opening times (mostly between 11:00 and 15:00 hour). **NDT** can send and receive the goods as long **The Company** guarantee date and time at **NDT** convenience.

2.3 The driver of the **Company** will receive from the Opera Baltycka w Gdansk before the loading of the set to be transported from Gdansk to Brno a document listed in Annex 1 to this contract, signed by the authorized representative of Opera Baltycka w Gdansk and current photographs of each element of the set.

**The Company** will check the set at takeover in Brno, draw up the same document including photographs, and send both documents by e-mail to **the NDT** for comparison purposes. In case of (new) damage, the NDT will contact the Opera Baltycka w Gdansk for damages.

1. The insurance value for the above mentioned items of ”Sarabande” are € 25.000,-, (including VAT). **The Company** needs to insure the value of the set during the stay in Brno and during transportation to and from Brno. The unitary insurance values will be provided by **the Company** at the signature of the contract.

4. **The Company** shall pay the **NDT** € 3.500,-. (excluding taxes, handling, transport and custom expenses or clearance) for the service to which the contract refers in articles 1., 2. and 2.1. The invoice for these services will follow by e-mail after receiving this contract signed back. The invoice will be due 14 days after receiving the invoice by **the Company,** the payment by wire transfer to the account below.

Payment must be done to Nederlands Dans Theater,

ABN- AMRO Bank,

Kneuterdijk 8,

2514 EN, Den Haag.

Accountnumber 88 62 84 007, BIC: ABNANL2A.

IBAN number: NL66ABNA0886284007, referring to the invoice-number.

Both parties accept SHA (shared) bank charges for all payments made under this Agreement.

**The Company** will pay in addition the VAT in the Czech Republic at the rate applicable on the date of the taxable event.

5. **The Company** shall take the greatest care of the lent items, no changes are allowed, and in case of damage or loss **The Company** will inform the **NDT** immediate.

6. **The Company** guarantees for a period of rent to store and maintain the set in good condition.

6.1 Upon receipt in Brno, **The Company** will fill in the protocol, Annex 1, in which the number of individual elements of scenography (including photos) will be given, and shall send this protocol to the **NDT**. Both parties shall provide each other the protocols via email

6.2 Before returning the set elements to the **NDT**, **The Company** will protocol (including photographic documentation) the set elements and their condition. See Annex 1.

* 1. Upon receipt of the set, any observed damage must be described in detail and documented by

photographs.

* 1. Photographic documentation will be the basis for charging other hand, the costs of repairs.

7. When NDT will receive the goods in damaged or bad condition or lost afterwards, they will charge **The Company** for the costs of repairs or replacement.

8 In case of delays in the transmission of staging, which prevent the other side of the presentation of the spectacle as planned and agreed in advance repertoire transferring party shall bear the cost of compensation for documented losses due to non-performance issue.

9. Both parties assume the possibility of extending the agreement\*, on terms to be negotiated at a later date.

10. Any dispute concerning the correct interpretation of this contract and any dispute arising from this contract shall be resolved in The Hague unless they can be resolved through negotiation.

10.1 Both parties agree that this Agreement shall be governed by the Law of the Netherlands.

10.2 This Agreement has been issued in two copies, which have been exchanged between the parties.

10.3 Amendments to this Agreement may be negotiated only in written form.

10.4 Both parties acknowledge that this agreement becomes effective only with the publication in the

 register of contracts pursuant to the Act no. 340/2015 Coll. (Law Registry contracts) and agrees

 with the publication thereof in the register of contracts in full.

The Hague,

 ……………………………….. ………………………………..

**Janine Dijkmeijer:** MgA Martin Glaser

General Manager Director

**NDT** **Národní divadlo Brno**

National Theatre Brno

**Enclosure’s**

Annex 1: Protocol of sending and receiving set

Annex 2: info sheet Sarabande