

**Městská divadla pražská (The Prague City Theatres),  
Public-benefit Corporation**

Founder: City of Prague

with its registered seat at Prague 1, V Jámě 1, Postcode 110 00,

CRN: 00064297

Tax ID No.: CZ 00064297

represented by Daniel Příbyl, Director  
(hereinafter referred to as the “MDP”)

and

**Zagrebačko kazalište mladih**

Founder:

with its registered seat at Teslina 7 10 000 Zagreb, Croatia

Company Registration Number:

Tax ID No.:

represented by Snježana Abramović, Director

Account:

(hereinafter referred to as the “ZKM”)

(the MDP and the ZKM are hereinafter jointly referred to as the “Parties”)

conclude this

**CONTRACT FOR THE ORGANISATION OF A THEATRE PERFORMANCE**

in accordance with Art. 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended,  
(hereinafter referred to as the “Contract”)

**Article I.**

**Subject-matter of the Contract**

1. The subject-matter of this Contract is the definition of mutual rights and obligations of the Parties in organizing a theatre performance of the MDP at a stage set secured by the ZKM and vice versa.
2. The Parties agree that under the terms stipulated hereby, on **14 June 2018 at 8 pm in Zagrebačko Kazalište mladih (Zagreb Youth Theatre)**, at Teslina 7, 10 000 Zagreb (hereinafter referred to as the “**Stage Set**”), MDP shall organise a theatre performance entitled **Roland Harwood – Taking Sides (Na miskách vah)** (hereinafter referred to as the “**Taking sides**”).
3. The parties agree under the terms stipulated hereby, on 19 June 2018 at 7 pm in Městská divadla pražská (The Prague City Theatres/ Scene Theatre Rokoko), Prague 1, Václavské nám. 38, Postcode 110 00 (hereinafter referred to as the “MDP Stage Set”), ZKM shall organize a theatre performance entitled **Edvin Liverić – The Notebook**

**Article II.**

**Rights and Obligations of the Organiser**

1. The ZKM undertakes to secure the organization of Taking Sides in accordance with this Contract, at its own cost, so that the MDP is able to perform Taking Sides at the ZKM Stage Set at the agreed date and under the terms agreed below. MDP undertakes to secure the organization of The Notebook in accordance with this Contract, at its own cost, so that the ZKM is able to perform The Notebook at the MDP Stage Set at the agreed date and under the terms agreed below.
2. The MDP undertakes to pay for transport of MDP members and transport of MDP decorations for the Taking Sides, from the registered seat of the MDP to the venue of Taking Sides and back. ZKM undertakes to pay for transport of ZKM members and transport of ZKM decorations for The Notebook, from the registered seat of the ZKM to the venue of The Notebook and back.
3. The MDP undertakes to book transport for MDP members and transport of MDP decorations for the Taking Sides from the seat of the MDP, alternatively from another location specified by the MDP, to the venue of the Taking Sides, so that the MDP is able to perform the

Taking Sides at the Stage Set at the agreed date and under the terms agreed below. The ZKM undertakes to book transport for ZKM members and transport of ZKM decorations for The Notebook from the seat of the ZKM, alternatively from another location specified by the ZKM, to the venue of The Notebook, so that the ZKM is able to perform The Notebook at the Stage Set at the agreed date and under the terms agreed below.

4. The ZKM undertakes to familiarize the MDP with the technical equipment and facilities of the ZKM Stage Set at least 30 days prior to the organization of the Taking Sides, and, upon request by the MDP, to promptly send to the MDP technical plans of the ZKM Stage Set containing a description of its technical equipment, in particular with a description of the stage equipment, lighting and audio equipment. The MDP undertakes to familiarize the ZKM with the technical equipment and facilities of the MDP Stage Set at least 30 days prior to the organization of the Notebook, and, upon request by the ZKM, to promptly send to the ZKM technical plans of the MDP Stage Set containing a description of its technical equipment, in particular with a description of the stage equipment, lighting and audio equipment.

5. ZKM undertakes to secure for MDP members clear and clean dressing rooms with showers, on the premises of the Stage Set, at least 8 hours ( see the attachment 1) prior to the commencement of the Taking Sides. The MDP shall be entitled to use these dressing rooms for the period necessary for the organization of the Theatre Performance, and for at least 2 hours after the conclusion of the Taking Sides. MDP undertakes to secure for ZKM members clear and clean dressing rooms with showers, on the premises of the Stage Set, at least 8 hours prior to the commencement of the Notebook. The ZKM shall be entitled to use these dressing rooms for the period necessary for the organization of the Theatre Performance, and for at least 2 hours after the conclusion of the Notebook.

6. ZKM undertakes to secure, at its own cost, accommodation for 18 MDP members (see the attachment 2), for the period from 13 June 2018 to 15/16 June 2018. MDP undertakes to secure, at its own cost, accommodation for 20 ZKM members (see the attachment), for the period from 18 June 2018 to 20 June 2018. The accommodation has to be minimum in 3 stars hotel. If the hotel will not be in walking distance, both parties will arrange transport to the theatre. MDP will provide ZKM tickets for public transport to get from the hotel to the theatre and back..

7. ZKM undertakes transport of 8 people from the airport to the hotel on June 14<sup>th</sup> and from the hotel to the airport on June 16<sup>th</sup>.

MDP undertakes transport of 20 people from airport to the hotel on June 18<sup>th</sup> and from the hotel to the airport on June 20<sup>th</sup>.

8. Taxis for the parking of MDP truck in Zagreb payes ZKM. Taxis for the parking of ZKM truck in Prague payes MDP.

9. After the guest performance takes place in Zagreb, ZKM will tell MDP sales for the performance and number of viewers. So MDP will pay the royalties for the performance in Zagreb. After the guest performance takes place in Prague, MDP will tell ZKM sales for the performance and the number of viewers. So ZKM will pay the royalties for the performance in Prague.

10. The ZKM further undertakes to secure, at its own cost:

- a. a clear stage of the Stage Set on the day of the Taking Sides, namely from 8am;
- b. 2 persons who shall assist MDP members on the day of the Theatre Performance with loading and unloading the technology and decorations at the venue of the Taking Sides, namely from 9am;
- c. on the day of the Taking Sides, the presence of one Stage Technician, one Sound Engineer and one Lighting Technician, who shall assist the MDP during the preparation and implementation of the Theatre Performance (Sound Engineer from 12 am, Lighting Technician from 10am, Stage Technician from 8 am); see the attachment
- d. during the Taking Sides, two seats for MDP in the auditorium of the Stage Set, at the end of a row near the backstage entrance.

11. The MDP further undertakes to secure, at its own cost:

- a. a clear stage of the Stage Set on the day of the Notebook, namely from ....-am;
- b. 2 persons who shall assist ZKM members on the day of the Theatre Performance with loading and unloading the technology and decorations at the venue of the Notebook, namely from .....am;

C. on the day of the Notebook, the presence of one Stage Technician, one Sound Engineer and one Lighting Technician, who shall assist the ZKM during the preparation and implementation of the Theatre Performance (Sound Engineer from .... am, Lighting Technician from ...am, Stage Technician from ....am);

12. ZKM undertakes to secure, at its own costs: translation into Croatian, surtitles, software and computer for Taking Sides in ZKM. MDP undertakes to secure a person to operate the surtitles of Taking Sides. MDP undertakes to secure, at its own costs: translation into Czech, surtitles, software and computer for The Notebook in MDP. ZKM undertakes to secure a person to operate the surtitles of the Notebook.

### **Article III.**

#### **Technical Conditions of the Theatre Performance**

1. The ZKM undertakes to provide, at its own cost, the technical conditions for organizing Theatre Performance listed below, and this for the entire duration of the Taking Sides (hereinafter referred to as “**Technical Conditions**”):

**Stage:** width 9m, height 6m, depth (from the curtain) 9m, possibility of drilling to the floor (screws), intercom, 2 fly bars in the center of depth with a load of 100 kg.

**Lighting:** Min. 48 dimmable circuits each 1kW. Programmable lighting desk with min. 24 sub masters.

**Floor:** min. 6x dimmed circuit 1 kW for imported reflectors.

Side light: 2x3 (left and right) profiles or PC with barn doors on the stative 3 m high

**Stage Bridge:** Min. 10x PC 1 kW

**Portals booms:** Min. 2x3 (left and right) PC 1 kW Front of house: Min. 12x PC 1 kW

During the show we will still use a fog machine. Please is necessary to turn off fire detectors on stage and in the auditorium.

**Sound:** equal acoustic coverage of the whole area- possibility of connecting two TASCAM SS-R200 players – splitting of outputs to L/R and rear horizon –direct or equivalent listening to sound control room.

**Props:** 1x large table near the stage

**Stage Management:** sound monitoring in the dressing rooms

Subtitles for the performance are going to be projected on an imported screen placed above the proscenium. Venue is required to provide a suitable position for the projector in the back part of auditorium and a place for a subtitle operator close by, preferably in the lighting or sound booth.

2. The MDP undertakes to provide, at its own cost, the technical conditions for organizing Theatre Performance listed below, and this for the entire duration of the Notebook (hereinafter referred to as “**Technical Conditions**”):

3. The ZKM acknowledges that if the Technical Conditions are not met and/or observed, it shall not be possible to hold the Taking Sides. The Parties expressly agree that if the ZKM does not secure and/or does not comply with the Technical Conditions, the MDP shall be entitled to refuse to hold the Taking Sides. The MDP acknowledges that if the Technical Conditions are not met and/or observed, it shall not be possible to hold the Notebook. The Parties expressly agree that if the MDP does not secure and/or does not comply with the Technical Conditions, the ZKM shall be entitled to refuse to hold the Notebook.

4. The ZKM shall be entitled to deviate from the Technical Conditions only after the prior written consent of the MDP. The MDP shall be entitled to deviate from the Technical Conditions only after the prior written consent of the ZKM. The Parties agree that any deviations from the Technical Conditions must be discussed by the responsible persons of both Parties, who, in relation to the Technical Conditions, are the following:

- a. MDP Stage Master:
- b. ZMS Stage Master:
- c. MDP Lighting Master:
- d. ZKM Lighting Master:
- e. MDP Sound Master:

f. ZKM Sound Master:

5. MDP does not permit any improvement of the stage and the audience at MDP Stage Set. ZKM does not permit any improvement of the stage and the audience at ZKM Stage Set.

6. ZKM is responsible for the proved damages and for the industrial accidents which incurred during the performance at MDP stage Set. MDP is responsible for the proved damages and for the industrial accidents which incurred during the performance at ZKM stage Set.

7. ZKM is obliged to be mindful of the instruction of a production manager supervisor of MDP. The appointment of the production manager supervisor is executed by the management of MDP. MDP is obliged to be mindful of the instruction of a production manager supervisor of ZKM. The appointment of the production manager supervisor is executed by the management of ZKM.

#### **Article IV.**

##### **Terms of Payment**

Sales from the Taking Sides shall accrue in their entirety to the ZKM. Sales from the Notebook shall accrue in their entirety to the MDP.

#### **Article V.**

##### **Other Provisions**

1. ZKM and MDP shall not be entitled to assign the rights arising from this Contract to any third parties.

2. ZKM shall not be entitled to make any audio, video or audio-visual recordings of the Taking Sides, nor is it entitled to enable any third parties to make such recordings. ZKM likewise undertakes not to operate, for the duration of the Taking Sides, any such video cameras and/or other recording devices capable of capturing a video or audio visual recording of the Taking Sides that, under normal operation of the ZKM Stage Set, are used exclusively for the internal needs of the ZKM Stage Set. MDP shall not be entitled to make any audio, video or audio-visual recordings of the Notebook, nor is it entitled to enable any third parties to make such recordings. MDP likewise undertakes not to operate, for the duration of the Notebook, any such video cameras and/or other recording devices capable of capturing a video or audio visual recording of the Notebook that, under normal operation of the MDP Stage Set, are used exclusively for the internal needs of the MDP Stage Set.

3. The scope and form of the promotion of the Taking Sides on the part of ZKM is subject to prior approval by the MDP. The scope and form of the promotion of the Notebook on the part of MDP is subject to prior approval by the ZKM.

4. The MDP declares that it is the holder of any and all rights associated with the public operation of the Taking Sides, in particular of the rights to use the works of its authors and the performers performing in the Taking Sides. The MDP further declares that holding the Taking Sides under this Contract shall not infringe the copyright or any other rights of third parties. The ZKM declares that it is the holder of any and all rights associated with the public operation of the Notebook, in particular of the rights to use the works of its authors and the performers performing in the Notebook. The ZKM further declares that holding the Notebook under this Contract shall not infringe the copyright or any other rights of third parties.

5. Each Party shall be liable to the other Party for any damage resulting from a breach of the obligations arising from this Contract, or due to a breach of legal regulations. The Parties shall be relieved of their liability only if it has been proven that any such damage has been caused by an objectively unavoidable event which could not have been prevented in spite of applying all efforts that may be required under the specific conditions of the case in question (force majeure). The Parties expressly agree that, for the purposes of this Contract, force majeure shall also include an accident involving a vehicle, injury or illness of a performer in the Taking Sides/ Notebook who is, from the perspective of the MDP/ZKM, irreplaceable, or the death of a person close to any such performer.

6. If the Taking Sides does not take place due to reasons on the side of the MDP, ZKM shall not be entitled to any claims beyond the organization of a substitute theatre performance, at a time determined by agreement of the Parties. If the Notebook does not take place due to reasons on the side of the ZKM, MDP shall not be entitled to any claims beyond the organization of a substitute theatre performance, at a time determined by agreement of the Parties.

#### **Article VI. Contact Persons**

1. In relation to the performance of obligations under this Contract, the MDP contact person designated for contact with the ZKM shall be (hereinafter referred to as the “**MDP Contact Person**”). The ZKM shall make requests, comments and, if applicable, complaints associated with the performance of this Contract through the agency of the MDP Contact Person. The MDP shall be entitled to change the MDP Contact Person at any time, or, if applicable, assign to the ZKM a different contact person for a specific task, whereupon the MDP shall be obligated to inform the ZKM about such fact without undue delay.

2. In relation to the performance of obligations under this Contract, ZKM's contact person designated for contact with MDP shall be (hereinafter referred to as the “**ZKM Contact Person**”). The MDP shall make requests, comments and, if applicable, complaints associated with the performance of this Contract through the agency of the ZKM Contact Person. The ZKM shall be entitled to change the ZKM Contact Person at any time, or, if applicable, assign to the MDP a different contact person for a specific task, whereupon the ZKM shall be obligated to inform the MDP about such fact without undue delay.

#### **Article VII. Common Provisions**

1. This Contract contains the entire agreement of the Parties, and supersedes all previous agreements or arrangements of the Parties relating to the subject-matter hereof.

2. The rights and obligations of the Parties under this Contract shall not be interpreted contrary to the linguistic expression of the individual provisions hereof.

#### **Article VIII. Final Provisions**

1. All rights and obligations of the Parties arising from this Contract and not expressly covered herein shall be governed by the applicable legal regulations of the Czech Republic, in particular by the Civil Code.

2. ZKM declares that it is aware that MDP is obliged to publish the contract terms and conditions and the register of contracts (hereinafter referred to as the "Register of Treaties Act") as a statutory subject under Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts in the register of contracts within the meaning of the Law on the Register of Contracts, this Agreement, including any annexes and additions thereto, and without any further approval of the present Contract and its possible annexes and additions.

3. This Contract may only be amended or terminated by an agreement in written form containing the signatures of both Parties on the same document, and the Parties expressly exclude that the Contract could be amended in any other way; this also applies to a waiver of written form. For these purposes, written form shall not be deemed to include electronic messages. At any time, any Party may argue the validity of this Contract or its amendment on the grounds of non-compliance with the prescribed form. During negotiations towards an amendment of this Contract, any response of a Party with an addendum or a variation, even if it does not substantially change the terms of the offer, shall not be deemed to represent an acceptance of an offer to conclude such amendment of the Contract, and shall be deemed to represent a new offer.

4. In the event that any provision of this Contract is or shall become putative, void or ineffective, and it can be separated from the remaining content of this Contract, this shall not affect the existence, validity or force of the remaining provisions, and the Parties declare that they have an interest in the continuation and performance of this Contract even in the event of any such putative, void or ineffective provision. The Parties shall be obligated to provide

assistance to each other in order to ensure that any such putative, void, or ineffective provision is replaced by such valid and effective provision that preserves, as much as possible, the economic purpose intended by the putative, void or ineffective provision. This shall not apply to the effectiveness hereof.

5. This Contract shall take effect on the day when it is signed by both Parties.

6. This Contract has been executed in two (2) counterparts, of which each Party shall receive one (1).

7. The Parties declare that they have duly read this Contract and, in witness of their agreement with its content, they append their signatures below.

In Prague, dated May 2018

In Zagreb, dated May  
2018

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**Městská divadla pražská**  
MgA. Daniel Příbyl,  
Director

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**Zagrebačko kazalište  
mladih**  
Snježana Abramović,  
Director