

CONTRACT №2/SOLO
for participation in the International Theatre One-Man Production Festival «Solo»

Moscow

the 19th of June, 2013

The Organizer: Non-Commercial Partnership Theatre center «Na Strastnom» of the Theatre Union of the Russian Federation (Russian Theatre Society), Russia, 107031, Moscow, Strastnoy boulevard, 10/34, bldg 1 (de jure), Strastnoy boulevard, 8A (de facto),

Tel.: +7 495 694 46 86,

Fax: +7 495 694 14 30,

(hereinafter the «**Organizer**»),

represented by Director Pushkin M.V., acting on the basis of the Charter of the one part,

and

The Partner: Slovak National Theatre (SNT)

Address: Pribinova 17, 811 09 Bratislava, Slovakia Tel.: +421 2 204 72 510

(hereinafter the «**Partner**»), represented by Director General Marián Chodovský and Director of the Drama Department Roman Polák, jointly referred to as «**Parties**», have entered into the present Contract for the following:

1. SUBJECT OF THE CONTRACT

1.1. The **Partner** undertakes to present «HOLLYROTH, or Robert Roth sing Jan Holly» production (hereinafter the «**Performance**») in the Program of the International Theatre One-Man Production Festival «Solo» (hereinafter the «**Festival**»), and the **Organizer** undertakes to organize presentation of the above mentioned **Performance**.

1.2. Form of the presentation – *performance*.

1.3. The performance takes place on *the 02nd of October, 2013 (1 Performance)*.

1.4. The group of the **Partner** consists of 11 (eleven) person.

1.5. The Presentation of the **Performance** at the **Festival** takes place in accordance with the following visit schedule:

October 01, 2013, Tuesday – arrival of the stage equipment in Moscow;

October 01, 2013, Tuesday – arrival of the company in Moscow, accommodation at the hotel;

October 02, 2013, Wednesday – set up, rehearsal;

October 02, 2013, Wednesday – performance

(7 p.m.);

October 02, 2013, Wednesday – set down;

October 03, 2013, Thursday – departure of the company.

1.6. Venue of Presentation: Non-Commercial Partnership Theatre center «Na Strastnom» of the Theatre Union of the Russian Federation (Russian Theatre Society), Moscow, Strastnoy boulevard 8A.

1.7. Fulfillment by the **Parties** of the present Contract will be confirmed by the Report of Acceptance and Delivery of Fulfilled Work to be drawn up in duplicate in Russian and English and Slovak and signed by both **Parties**.

2. OBLIGATIONS OF THE ORGANIZER

2.1. The **Organizer** undertakes to:

- 2.1.1. arrange for the provision of the venue Theatre center «Na Strastnom» on 02nd of October, 2013, as well as for the provision of the equipment, materials and services of special personnel in accordance with the Technical File (Appendix №1 to the present Contract);
- 2.1.2. arrange and pay for publicity and informational support of the **Partner** at the **Festival**;
- 2.1.3. arrange the simultaneous translation of the performance;
- 2.1.4. arrange ticket sales services for the **Performance** of the **Partner** at the **Festival**;
- 2.2. The **Organizer** does not provide the **Partner** with the medical support, except the emergency call.

3. OBLIGATIONS OF THE PARTNER

3.1. The **Partner** undertakes to:

- 3.1.1. arrange and pay accommodation of the **Partner** at the hotel for the whole period as per Visit Schedule;
- 3.1.2. arrange and pay for 9 (nine) tickets (Bratislava – Moscow – Bratislava) for the group of the **Partner**;
- 3.1.3. arrange and pay for the transportation of the scenery;
- 3.1.4. pay wages to the **Partner** members for the period of the tour in Moscow;
- 3.1.5. prior to the 1st of August, 2013, provide the **Organizer** with the Technical File (Appendix №1);
- 3.1.6. provide the **Organizer** with the informational materials related to the **Performance** and the **Partner** for the publicity needs;
- 3.1.7. ensure timely arrival in Moscow of the **Partner**, costumes, set and stage equipment required for the **Partner's Performance**;
- 3.1.8. for the whole period, in accordance with the Visit Schedule, insure against all risks the **Partner**, as well as costumes, set and stage equipment which will be imported into Russia;
- 3.1.9. arrange and pay consular fee for visa;
- 3.1.10. allow photo, video and film shooting of the **Performance** for the sake of informational support of the **Partner**. (Position of the cameras is approved by the **Partner**);
- 3.1.11. allow presentation on TV photo, video and film extracts of the **Performance** for the sake of informational support of the **Partner**;
- 3.1.12. ensure compliance by the **Partner** with the Visit Schedule in Moscow, working hours and rules of holding of the **Festival**, as well as the hotel accommodation rules, technical and fire precautions.
- 3.1.13. **It is strongly forbidden to use in the territory of the Theatre Center open and cold fire, confetti, Bengal fire, petards, firecrackers, pneumatic gun, wind-gun, gas-burner, to light candles, matches, cigarettes and to use other inflammable objects (according to the administrative determination of the Russian State Fire Service and the enactment of the Prosecutor General's Office of the Russian Federation)**

4. FINANCIAL ISSUES

4.1. The proceeds of sales of the tickets to the **Performance** of the **Partner** remain at the **Partner's** disposal and will be used to compensate the Presentation-related costs. The proceeds of ticket sales shall be handed over to the **Partner** immediately after the **Performance**. **After the Performance the Organizer** will provide a sales report to the **Partner** including number of tickets sold and overall income from ticket sales. Sales report will be immediately send to the **Partner** over email to dedicated email address kristina.letenayova@snd.sk and also by registered email up to 3 (three) working days after performance.

- 4.2 The price of tickets will be determined by the **Partner** and the **Partner** will inform the **Organizer** prior to the 1st of August. Communication between the **Parties** will be carried out over email. Dedicated email address of the **Partner** will be kristina.letenayova@snd.sk,
- 4.3. If there are royalties of the **Performance**, the **Partner** makes payment on the basis of calculations made by RCA (Russian Copyright Agency) or a similar foreign agency.
- 4.4. The **Organizer** meets costs arising out of the fulfillment of obligations as stated in paragraphs 2.1. of the present Contract.
- 4.5. The **Partner** meets costs arising out of the fulfillment of obligations as stated in paragraphs 3.1. of the present Contract.

5. RESPONSIBILITY OF THE PARTIES

- 5.1. In the event of the non-fulfillment or improper fulfillment of terms & conditions of the present Contract, the **Party** at fault indemnifies the Contracting **Party** for real damage, which the damaged party proves with plausible documents.
- 5.2. The **Parties** will be released from the responsibility for the non-fulfillment or improper fulfillment of the obligations under the present Contract, should the proper fulfillment become impossible due to fire, flood, earthquake, war, strike and moratorium and other circumstances of the similar nature as well as for reasons of proven fault of the second party.

6. RESOLUTION OF DISPUTES

- 6.1. The **Parties** undertake to mount all reasonable efforts to resolve discrepancies and disputes that could arise out of the present Contract or in connection therewith.
- 6.2. If an extra judicial resolution of discrepancies and disputes prove impossible, the above discrepancies and disputes will be referred to the International Commercial Arbitration Court under the Chamber of Commerce and Industry of Russia.
- 6.3. Court proceedings take place in accordance with the rules of court stated in paragraph 6.2. of the present Contract.
- 6.4. The dispute subject matter will be the subject to the regulations of the Russian substantive law.

7. TERMINATION AND ALTERATION OF THE CONTRACT

- 7.1. The present Contract becomes valid in the moment of its signature by the **Parties**, and remains valid till complete fulfillment by the **Parties** of their obligations.
- 7.2. The present Contract may be terminated at any time by agreement of the **Parties**.
- 7.3. On the initiative of one of the **Parties**, the present Contract may be terminated on the basis of a written withdrawal sent to the second party on the basis of a material breach of provisions hereof by other party. The effects of withdrawal occur on the day of the delivery of the written withdrawal from the Contract to the second party.
- 7.4 In the event that the Performance cannot take place due to force majeure (natural disaster, catastrophe, national mourning etc.), each party carries its own costs.
- 7.5 In the event that the Performance cannot take place due to sudden illness of the performer, each party carries its own costs.
- 7.4. Any amendments or addenda to the present Contract will not be valid unless done in writing and signed by the **Parties**.

8. CONCLUSIVE PROVISIONS

8.1. All arrangements, negotiations and correspondence between the **Parties** with the respect to matters stated in the present Contract having taken place prior to the signature thereof will become invalid from the signature date of the present Contract.

8.2. To the extent not regulated by the present Contract, relations of the **Parties** will be regulated by the applicable law of the Russian Federation.

8.3. The present Contract has been executed in two original copies in Russian and English and Slovak by one copy for each of the **Parties** on 6 sheets, whereas each party receives one original copy together with Appendices 1 through 2 in all language mutations.

8.4. All annexes and protocols of the present Contract constitutes inalienable parts thereof.

8.5. In the event of a conflict in understanding the provisions of the present Contract underlies the text in Russian.

9. SIGNATURES OF THE PARTIES

for the ORGANIZER

Director

M.Pushkin

for the PARTNER

Director General

M.Chudovsky

Director of the Drama Department

R. Polak