

## THE CONTRACT no.

The Contracting Parties:

### **SLOVENSKO NARODNO GLEDALIŠČE MARIBOR**

Slovenska ulica 27, 2000 Maribor, Slovenia

Represented by: Mr. Danilo Rošker, director of the SNG Maribor

Mr. Diego de Brea, the Drama Artistic Director

(Hereinafter "Theatre")

and

### **SLOVENSKÉ NÁRODNÉ DIVADLO BRATISLAVA**

**(Slovak National Theatre Bratislava)**

Pribinova 17, SK-819 01 Bratislava, Slovak Republic

Represented by: Mr. Marián Chudovský, General Manager, and

Mr. Roman Polák, Director of the Drama

(Hereinafter „SND“)

## **1 The Subject of the Contract**

- 1.1 Subject of this contract is arrangement of the contract conditions for guest performance of the Theatre in the Grand Hall of the Drama of the Slovak National Theatre in Bratislava during the international theatre festival "Eurokontext".
- 1.2 Theatre commits to realization of the performance of the **Drago Jančar: Veliki briljantni valček** in the Grand Hall of the Drama of the Slovak National Theatre in Bratislava, on 16<sup>th</sup> June 2014 at 20.00 (hereinafter "performance").

## **2 Conditions of the Contract**

### **2.1 The Theatre undertakes:**

- a) to realize the performance in form of public presentation of the play;
- b) to ensure the artistic quality of the performance
- c) to set up the set decoration, lighting rehearsal and artistic rehearsal;
- d) after the performance to dismantle the decoration and its loading to trucks;
- e) to provide and pay for the transport of all participants from Maribor to Bratislava and back;
- f) provide and pay for the transport of the set and other equipment from Maribor to Bratislava and back;
- g) to provide per diems for all participants and pay health insurance for all persons participating;
- h) to provide SND in advance with promotion materials of the performance in required amount and format;

- i) to provide SND with the electronic copy of the text of the performance no later than 28.2.2014;
- j) to provide SND with completed technical rider (appendix 1);
- k) to provide SND rooming list of technical and artistic staff no later than 28.2.2014.

## 2.2 SND undertakes:

- a) to provide organizational services, performance promotion and ticket sales;
- b) to provide stage and back stage for set up, rehearsal and performance according to technical rider of the Theatre (appendix 1);
- c) to provide and pay technical staff for co-operation during set up, rehearsal and performance according to technical rider of the Theatre (appendix 1);
- d) on the day of the performance to provide and pay services of maintenance and security personnel;
- e) to provide free parking near the New Building of the Slovak National Theatre of all trucks, cars and busses that will provide transport of set and personnel;
- f) to provide and pay services of the translator, who will be present during set up, rehearsal and performance;
- g) to provide and pay translation of the performance from Slovenian language to Slovak and English language;
- h) to provide and pay for the rights to use translation of Slovak and English translations;
- i) to provide and pay for translation of the performance with use of subtitle projection, including production of subtitles, technical equipment and personnel;
- j) to provide and pay for hotel accommodation (min. 3\* hotel) with breakfast for 2 nights from 15.6 to 17.6.2014 for 36 people. Rooming list: 22 single rooms, 7 double rooms. Conditions of check in and checkout are set by the hotel. Costs of early arrival or late departure must be paid by the Theatre;
- k) to provide and pay for hotel accommodation with breakfast for 9 nights, for 2 representatives of the Theatre, during entire duration of the festival Eurokontext, from 13<sup>th</sup> of June to 21<sup>st</sup> of June 2014, and to provide free entrance to all events of the festival;
- l) to provide the Theatre 4 free entrances to the performance.

- 2.3 The Theatre is committed to comply with all safety rules and regulations on fire protection valid to premises of the SND where according to this Agreement the performance will take place and with were given to the Theatre by the SND.

## 3 Financial Conditions of the Contract

- 3.1 All revenues from the performance will be retained by the SND.

- 3.2 The SND will pay all the fees and other costs arising from the copyright claims of authors, including royalties:

- a.) 10% from gross revenues for the performance to Drago Jančar,  
Ljubljana, Slovenija

#### **4 General Conditions of the Contract**

- 4.1 Both parties can cancel the performance not later than 14 days before the performance.
- 4.2 In case the performance is canceled from reasons of force majeure, each party will carry its own costs.
- 4.3 In case of serious illness of the leading actor the Theatre may change the performance after mutual agreement with the SND
- 4.4 Theatre declares that all relevant copyright and rights related to copyright legislation in connection of the performance are settled.
- 4.5 SND is authorized to produce video, audio or audio-visual recordings with duration not exceeding 3 minutes that may be used only for purposes of news reporting or promotion of the performance. SND is authorized to record the performance for archive purposes only, the recording may not be provide to third party organizations or individuals. Recording longer than 3 minutes, except recording for archive purposes, must be subject of separate agreement.

#### **5 Reciprocity Provisions**

- 5.1 The Theatre and the SND undertake to comply with the same number of exchanged performances.
- 5.2 The Theatre will fulfill its commitment towards SND presentations of the performance according to the article 1, 1.2.

#### **6 Delivery**

- 6.1 Any notification, notice, announcement or any other legal act of one contracting party (hereinafter referred to as "act") is considered delivered to the other contracting party, if it has been carried out to the address for delivery listed in the heading hereof, or to the address this contracting party most recently announced to the other party. The act is considered as served on the day on which the other party took over or refused to take over the act, or on the day the scriptum was returned as undelivered or not taken over in the collection period.
- 6.2 Provisions of this article shall also be used for announcing banking details of contracting parties, especially by listing the said banking details on respective tax documents delivered to the contracting party.
- 6.3 Contracting parties have also agreed to announce to each other any changes in data pertaining to them and necessary for a prospective exercise of act or bank transfer, in particular any changes pertaining to the concluded agreement, change or dissolution of their legal personality, their registered seat, home or business address, bank details for settling and receiving of payments. Should any contracting party fail to fulfil this obligation, it shall not be entitled to claim non-receipt of any act, and is at the same time responsible for any damage caused hereby.

## 7 Final Provisions

- 7.1 Legal relations established by this contract are subject to the legal system of the Slovak Republic. The contracting parties agree with out-of-court solution of any and all disputes arisen in connection with this contract. If the out-of-court solution of the dispute is impossible, the parties submit the dispute to a court of law in Slovak Republic.
- 7.2 All changes or amendments of this Agreement will be agreed upon and accepted by both contracting parties and any change will be done in written and signed form.
- 7.3 In the event of disagreements emerged from interpretation of the Agreement the text in Slovak takes priority.
- 7.4 The Agreement is made in six original copies, two in English, two in Slovak and two in Slovene, identical in content, one copy in English and two in Slovenia language belong to the Theatre and one copy in English and two in Slovak belong to SND. Appendix 1. is an integral part of the Agreement.

In Bratislava: .....

In Maribor: .....

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Doc. Roman Polák  
Director of the Drama

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Danilo Rošker  
Director of the SNG

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Mgr. art. Marián Chudovsky  
General Director of the SND

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Diego de Brea  
Drama Artistic Director