

C o n t r a c t

**stipulating the terms and conditions for performing a stage production / a play at the NOVÁ DRAMA/NEW
DRAMA FESTIVAL 2014**

I Contractual parties

Kortárs Táncért és Jelelő Színházért Alapítvány

Represented by: Igaz Bálint, president

Headquarters: Budapest, Semmelweis u. 4., H-1052 Hungary

Phone: 00-36-30-291-4832

e-mail: dora.juhasz@frenak.hu

(hereinafter referred to as **Theatre**)

and

The Theatre Institute

Represented by Vladislava Fekete, director

Headquarters: Jakubovo námestie 12, 813 57 Bratislava, Slovak Republic

Phone: +421 2 20487102

e-mail: du@theatre.sk

Bank account in: Štátna pokladnica, SK3481800000007000071011

IČO (Entity's Identification and No.: 16 46 91, DIČ: 2020829921

(hereinafter referred to as **Festival**)

II Subject of the contract

The subject of this contract is the definition of the rights and obligations of both parties, arising in the connection with the presentation of a theatre stage production: **x&y - battement de coeur** written and directed by **Pal Frenak** within the framework of the Focus Hungary at Nová dráma/New Drama Festival which will be held in Bratislava from 12th to 17th May 2014.

III The rights and liabilities of contractual parties

A) Theatre is obliged:

1. To play 1 theatre performance:

Date: 17th May 2014 Hour: 7 **p.m.**

venue of performance: **City Theatre of Pavol Országh Hviezdoslav, address: Laurinská 19, Bratislava**

duration of a performance: 55 MIN.

2. To send by mail an attestation / certificate about fire protection reliability and fire protection modifications and check of coulisse (stage props) as part of the present contract.

3. To provide and to cover medical and travel insurance of all members of artistic group and technicians and to inform the Festival about the kind of insurance.

4. To provide the Festival with:

a) reviews of a respective stage production in English language

b) 7 photographs of the stage production (designed for a bulletin, press conferences, the festival press centre during the event)

c) other available promotion sheets and materials for publicity

5. If in contact with mass media and journalists at the festival, we kindly ask you to inform the press centre of the festival (**Miroslav Švoňava, miroslav.svonava@theatre.sk**). The festival has to be informed about any interview. In contact with media, please make sure they mention your participation at the Nová dráma / New Drama Festival 2014.
6. To set up and strike down the set of the respective production in accordance with the conditions of the Festival and its obligations towards other theatres presented (to free the stage no later than **120 minutes** after the end of performance).
7. To allow the staff of television and radio to make programmes to be broadcast in news production, prime news programmes, with the aim to provide the information, promotion and publicity of the festival event free of a claim for the royalties. The recording should be less than 5 minutes long.
8. To allow the staff of the Festival to record a performance for archive and documentation purposes.
9. To play a theatre performance at high standard level in compliance with a significance of the Festival.
11. Any author's rights and respective royalties in regards to the performance presented in the frame of Festival are at the full responsibility of the Theatre.
12. To provide and cover the travel costs. All later changes of names, dates, times and destinations of the above mentioned means of transport are at the expense of the Theatre.

B) Festival is obliged:

1. To cover the following items for the Theatre:
 - a) To arrange and to provide Theatre with accommodation according to a room description as follows:
see it in attachment
 - b) to provide a fee for the performance of **3900 € (3900 Euro)** including fee for performance, royalty, per diems and travel costs to the Theatre, payable via **bank transfer according to payment instructions** following the completion of this engagement, after receiving an invoice from the Theatre and no later than **May 31st, 2014**.
 - c) The Festival obliges to provide the attestation of audience for the performance and send it till the 1st of June.
2. To provide favourable technical conditions for a performance:
 - a) to provide, to arrange and to prepare stage and manpower – see Attachement 1
- cloakrooms / wardrobe - ... wardrobe rooms
3. To provide during a performance the special services required (fireman, usherettes, cloakroom services. etc.).
4. To provide promotion and publicity of a respective stage production (play) performed, in all Festival leaflets, bulletins, brochures, posters, with the information delivered by the Theatre.

IV Special provisions

1. The Theatre may withdraw a performance only in case of a serious disease of any of the leading role protagonists with respect to the fact that he / she cannot be adequately replaced at a respective high standard acting required. The respective costs which occurred during the preparation of this presentation to this point will be equally shared by both contractual parties.
2. As far as the Theatre will cancel the performance due to other reasons, Theatre authorities will cover the respective costs to the Festival, which occurred within the framework of the preparation, or which are necessarily required for arranging and managing an emergency performance to substitute the scheduled one.
3. The Festival has the right to cancel the contractually stipulated and agreed performance (eventually, participation of a respective Theatre in the festival), under the circumstances that the contractually stipulated and agreed terms

and conditions are not followed and are not fulfilled by the Theatre, or if the performance itself to be on and / or the high standard of the Festival are jeopardised seriously otherwise and put under threat due to other reasons.

4. All extraordinary situations which may occur during a preparation for the performance to be on in the time of the Festival's ongoing and proceeding, are to be solved by an agreement in order to keep and follow the scheduled programme of the Festival and not to jeopardise its high standard and reputation.
5. Eventual damages which may be caused by Theatre ensemble, being present and involved in the Festival, will be solved by financial compensations, fines and penalties.
6. Technical requirements of the Theatre, which were not listed in the contract, will not be additionally provided and covered by the Festival.
7. The Festival does not deposit any things in possession owned by the theatre or its members. This is not under the Festival's activity. It is the theatre's responsibility to take care of its possessions. The Festival does not take any responsibility for damage or loss of the possessions.
8. By course of the article 433 of the Civil Code, the possessions in the place of accommodation are under responsibility of the owner of the place. The compensation for the damage must be claimed from the owner of the place of accommodation without any further delay, fifteen days after the day of learning of the damage otherwise the claim will lapse.
9. In accordance with the Act No. 546/2010 Coll. amending the Act No. 40/1964 of the Civil Code as amended in latter provisions amending and supplementing some acts, the contractual Party (Author) agrees with publishing the contract on the Website of the Theatre Institute, the Central Register of Contracts, and in the Commercial Bulletin. In the case of disagreement the Contractual Party is cognizant that such agreement is invalid.

V

Final provisions

Both Contractual Parties are obliged to keep and follow strictly and thoroughly the agreed terms and conditions stipulated in the present Contract, so thus, to maintain a successful procedure of the Festival.

In Bratislava,

.....
VLADISLAVA FEKETE
on behalf of the Festival

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Igaz Bálint
on behalf the Theatre