

CONTRACT ON REALISING THE PERFORMANCE "5BOYS.SK"
DURING THE 44th WEEK OF SLOVENIAN DRAMA No. 46-13/2014

PREŠEREN THEATRE KRANJ, Glavni trg 6, Kranj, Slovenija, tax identification number: 51413906, the organizer of the 44th Week of Slovenian Drama, represented by the Theatre and Festival director Mirjam Drnovšček (hereinafter referred to as the "CONTRACTING PARTY"),

And

Theatre Institute

Represented by Vladislava Fekete, the director

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

Phone: +421 2 2487102

(hereinafter referred as the CONTRACTOR),

have concluded the agreement regarding a public staging of the theatrical production entitled 5BOYS.SI by Simona Semenič following content :

Article 1

The subject of this contract is the realisation of the performance 5BOYS.sk written by Simona Semenič, directed by Adriana Totiková and produced by Studio 12/Theatre Institute Bratislava and Theatre TUŠ, Bratislava, Slovakia, at the 44th Week of Slovenian Drama.

Article 2

The Contractor warrants that it has created y production entitled 5BOYS.SK written by Simona Semenič, directed by Adriana Totiková and that it has any and all copyrights and related rights thereto. Any and all rights pertaining to the public staging of the production are exclusively vested in the CONTRACTOR and none of the actors, performers, interpreters and any other persons who directly or indirectly participate in the public staging thereof have any rights to any claims in connection with the production.

Article 3

The CONTRACTOR agrees to undertake the responsibility of clarifying and executing any claims which might be lodged by other entities who do not participate in the preparation or a public staging of the production and who think that they have any right thereto and any claims ensuing therefrom.

Article 4

In return for the amount of 1.000,00€ payable in the manner specified in Article 5 of the agreement, the CONTRACTOR agree to stage the entirely prepared production once within the 44th Week of Slovenian Drama on the 6th of April 2014 at the Prešeren Theatre Kranj, subject to the terms and condition defined below:

6 April 2014: Arrival of the Company, set Up and Performance

7 April 2014: Departure

Article 5

The CONTRACTING PARTY is obliged to pay the amount shell mentioned in article 4 to cover the CONTRACTOR's fee.

The amount will be paid on the basis of the invoice made out and provided by the CONTRACTOR, according to the following specification:

Bank name: Štátna pokladnica

Bank account in: EUR

Account name: Divadelný ústav/Theatre institute

IBAN: SK34 8180 0000 0070 0007 1011

BIC/SWIFT: SUBASKBX

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

within 14 days after presenting the performance, on condition of signing the contract, sending the contract and an invoice by post to the CONTRACTING PARTY.

Article 6

The CONTRACTOR declares to pay all dues, resulted from receiving the amount mentioned in Article 4 in its own country.

Article 7

The CONTRACTING PARTY provides the CONTRACTOR with:

- a) hotel accommodation (in Hotel Creina, 6 double room) for 12 persons, from 6th of April (arrival day) to 7th of April 2014, based on the provided rooming list;
- b) full pension for the performer team, consisting of 12 people starting with lunch on 6th of April 2014 and ending with breakfast on 7th of April 2014;
- c) renting of the venue, where the performance will be played;
- d) subtitles in Slovene language;
- e) publicity for the performance "5BOYS.SK" in advertising and promotional materials relating to the festival 44th Week of Slovenian Drama, published by the CONTRACTING PARTY;
- f) all equipments and demands listed in the technical rider attached to this contract.

Article 8

The CONTRACTOR is obligated to:

- a) have the ATA CARNET for Customs if needed;
- b) cover of transport fees for the stage, costumes and fees for the team of 5boys.sk;
- c) provide the Contracting Party with play text prepared for staging the performance in Kranj at last 4 weeks before the staging;
- d) cover any potential expenses related to copyrights,
- e) allow the use of photos, posters and other marketing materials for promotional purposes.

Article 9

The CONTRACTOR declares to insure the members of the group against any sickness and other health risks.

Article 10

The CONTRACTOR agrees to meticulously respect the legislation regarding fire safety and protection in accordance with The Health and Safety at Work Act (Uradni list RS, št. 56-2652/99) and will provide adequate technical, safety and work conditions when preparing and realising the performance.

Article 11

The parties can only withdraw from the Agreement in the event of interruption in the form of force majeure. A sickness is not deemed as an event of force majeure. Only a sickness of an irreplaceable actor, proven by a medical certificate, is an event of force majeure.

Article 12

In the event the Agreement is cancelled for any other reasons than those set forth in Article 10, the terminating party shall be obligated to pay to the second party a penalty amounting to 50% of the amount mentioned in Article 4.

Article 13

The parties agree to amicably resolve any and all disputes arisen in connection with this Agreement. If the amicable resolution of the dispute is impossible, the parties shall submit the dispute to Slovenian regulation and Slovenian common jurisdiction applicable to the CONTRACTING PARTY's seat.

Article 14

Any and all amendments to this Agreement must be in writing, otherwise they are null and void.

Article 15

This agreement has been prepared in two identical copies in the English language, one copy for each party, and shall come into effect as of its execution by both parties.

CONTRACTING PARTY

44th Week of Slovenian Drama:
Mirjam Drnovšek,
Director

Date:

CONTRACTOR

Divadelný ústav
Vladislava Fekete,
Director

Date: