

Short-term sublease and service contract No. 53/2014 N

Concluded between:

Tenant: *Štátna filharmónia Košice*
Seat: Moyzesova 66, 040 01 Košice 1
Legal form: Štátna príspevková organizácia (*State subsidized organization*)
Represented by: PaedDr. Mgr. art. Július Klein - Director
Company ID:
Tax ID:
VAT ID:
Registered: Deed of Foundation No. Ministry of Culture of the Slovak Republic -
521/2002-1 as of 18.03.2002
Authorized to act in the issue: **Ing. Jaroslav Hantke** – head of the technical-economic administration

Bank - name and address: Štátna pokladnica, Radlinského 32, 810 05 Bratislava, Slovakia
Account Number - IBAN:
Bank's swift code:

Subtenant (Organizer) and the Ordering party in one person:

Business name: Jeunesse Global Limited GB
Seat, address: Frodsham Business Centre, Bridge Lane
Represented by:
Authorized to act in the issue:
Company ID: 07464371
Tax ID: 103 351 565
VAT ID: GB 103 351 565
Bank - name and address:
Account Number – IBAN:
Bank's swift code:

I. SUBJECT OF THE CONTRACT

The Tenant leaves the premises of the House of Arts at Moyzesova St. No.66 in Košice owned by the City of Košice for the sublease to the other contractual party in order to organize the cultural-social event

named: Jeunesse Global

Date: **September 7, 2014** /Order Number :

The price for the lease and related services is given in the pre-calculation for the lease of the House of Arts that constitutes an inseparable part of this contract. The price is agreed in the amount of : 705,43 € excl. VAT, and 846,47 € incl. VAT.

The tenant **makes/does not make** the abandoning of the agreed premises conditional on remittance of the advance payment in a form of payment order to the account of the **ŠfK**, eventually directly into the cash desk of the **ŠfK** amounting up to **70 %** of the agreed price for the sublease of the premises of the House of Arts, i.e. amounting to: 400 € incl. VAT (in word: four hundred euro incl. VAT) within seven days after the date of contract signature or written acceptance of the properly submitted order. By acceptance of the order by the tenant (**ŠfK**), the subtenant is obliged to conclude proper contractual relationship.

The subtenant (organizer) and ordering party in one person has the right for returning the respective advance payment in full amount only in extraordinary cases, i.e. in case of natural disaster or in other cases ("force majeure"), excluding liability and in case that the event will not take place due to the direct fault of the tenant (**ŠfK**). The organizer is obliged to announce the reason for the cancellation of the agreed date to the administrator of the House of Arts or his deputy in due time, i.e., maximum **60 days** prior to the date of the event.

II.

In case the organizer – subtenant will cancel the lease of agreed premises **later than 60 days** prior to the date of the event, the advance payment will not be reimbursed and shall be regarded as a cancellation fee. If he cancels the sublease of the respective premises minimally **60 days** prior to the date of the event, **ŠfK** shall remit him **50%** of the paid advance payment. The mentioned penalties serve for the elimination of the foregone revenue of the **ŠfK**, or for the

compensation of increased cost as the case may be associated with the operative solving of the alternative program – substitution of the loss. **ŠfK as a tenant reserves the right to cancel or modify the date and the duration of the sublease minimally 60 days prior to the day of the event without penalties.**

III.

The organizer (subtenant) is obliged to secure the course of the cultural-social event so that the property of the **ŠfK** is not damaged. After the finishing of the cultural-social event the organizer is obliged to surrender the rented premises in the state, in which he took them over before the start of the event. The organizer is responsible for all damages caused by him during the event. The subtenant undertakes to secure the adherence to all safety and fire-fighting rules during the respective event. In case that the property of the **ŠfK** will be damaged or the health of participants will be damaged as a result of not adherence to the rules, the organizer (subtenant) will be responsible for them to full extent. The subtenant is obliged to follow the instructions of the authorized person of the tenant (**ŠfK**). The subtenant is liable for all damages caused on the rented real estate and on the movable property of the tenant, being situated in the subject of the sublease at the same time he is liable for damages caused to physical or legal entities on the properties carried by them to the subject of the sublease.

IV. PRICE

The amount of the rental fee is determined based on the agreement of both contractual parties in terms of the Act No. 18/96 Coll. on prices. The subtenant will pay besides the rental fee the price for services provided by **ŠfK** related to the securing of the respective event, for eventual occurred damages caused by him. The pre-calculation constitutes an inseparable part of the contract. In the case of the increased scope of the lease and services provided beyond the scope agreed in the contract, the subtenant undertakes to pay duly to the tenant (**ŠfK**) based on the proper final statement of the rental fee and for services related with the lease and extra charges for additional services. The total remittance for the subject of the contract will be carried out based on the duly invoicing by **ŠfK**. **ŠfK** reserves the right to modify the contractual price in the final calculation (statement) by eventual additional costs related to the increased scope and duration of the lease and services related thereof for every commenced extra hour. The tenant reserves the right to modify the prices also by eligible increase of costs by right of increase of the price for economic inputs and due to changes in legislation. **ŠfK** shall operatively inform the subtenant about the mentioned changes.

V. PENALTIES

In case the subtenant will be late with the payment, **ŠfK** will penalize the other contractual party with penalty (penalty for delay) in the amount of the twofold of the **discount rate / of the interest rate determined** by the ECB as of the first day of delay with the settlement of the amount due for every day of delay.

VI. OTHER BINDING AGREEMENTS

The subtenant as an organizer of the cultural-social event undertakes by his signature to:

- Observe the safety and fire protection rules of the **ŠfK**,
- Respect the instructions of the fire assistance guard of the **ŠfK** and to act in such a way so that he does not cause increased fire danger in the building,
- Confirms in this contract that he acquainted himself with the location of manual fire extinguishers and fire-alarm regulations of the **ŠfK** in terms of the Act No. 314/2001 Coll. on Fire protection and of the Ordinance No. 121/2002 Collection of Laws of the Slovak Republic,
- Adhere and respect the Act 377/2004 Coll. on Non-Smokers Protection (smoking is allowed only in reserved area),
- Ask SOZA (Slovak Performing and Mechanical Rights Society) for permission to use music works in cases when this consent is necessary,
- Be liable for the third parties brought by him into the leased building.
- **ŠfK** as a tenant will compulsorily publish in compliance with the Act No. 546/2010 Coll. as amended by the Act No. 382/2011 Coll. the contract within the period stipulated by law (1 day at latest before the contract becomes effective or one day before the date when the subject of the contract will be executed) adhering to the respective provisions of the law on free access to information with the stress on personal data protection. The subtenant declares with his signature consent with the publishing of this contract. The contract is valid if it is published.

In Košice, date: