

THE CONTRACT

The Contracting Parties:

Theatre de L'Imprévu

108 rue de Bourgogne 45000 Orleans, France

represented by: **Sylvie Gotteland**, Présidente

Numéro SIRET: 377 823 463 00031 - N° licence : 2-1050067 – Code APE : 9001Z

N° intracommunautaire : FR84 377 823 463

(hereinafter "Theatre"),

AND

Slovenské národné divadlo

(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 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 Studio of the Slovak National Theatre in Bratislava .
- 1.2 Theatre commits to realization of the performance of the **Viliam Klimaceks: Operation Romeo - Czechoslovakia 1984** in the Studio the Slovak National Theatre in Bratislava, on 16th September 2014 at 19.00 (hereinafter "performance").

2 Conditions of the Contract

- 2.1 The Theatre undertakes:
 - a) to realize the performance in from 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 the set and other equipment from France to Bratislava and back;
 - f) to provide and pay for the transport of all participants (technical and artistic staff) from France to Bratislava and back and transport within Bratislava;

- g) provide and pay for accommodation of all participant during their stay in Bratislava;
- h) to provide per diems for all participants and pay health insurance for all persons participating;
- i) to pay wages and other financial claims arising from contracts between participants and theatre;
- j) to pay for any additional equipment rental that is not available in SND;
- k) to provide SND in advance with promotion materials of the performance in required amount and format;
- l) to provide SND with the electronic copy of the text of the performance;
- m) to provide SND with completed technical rider no later than 02.09.2014;

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. SND will not pay for any equipment rental;
- c) to provide and pay technical staff for co-operation during set up, rehearsal and performance according to technical rider of the Theatre;
- 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 for all vehicles of the Theatre providing transportation of personnel and decoration;
- f) to provide and pay services of the translator, who will be present during set up, rehearsal and performance;
- g) to provide and pay production of subtitles, technical equipment and personnel;
- h) to provide the Theatre 10 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 The SND will pay the Theatre a fee in the amount of 50% of the gross revenue from the performance. The SND will pay from the fee of the Theatre according to the first sentence of this article of the Contract royalties in amount of 8%, which will be send to agency DILIA, Krátkeho 143/1, 190 03 Prague 9, Czech Republic

Sending royalties

to agency DILIA according to this article of the Contract the SND has no other obligation to pay other royalties and/or other fees to copyright holders, resp. to other persons. The SND will provide Theatre with revenue report no later than seven days after the performance. The SND will pay the fee to the Theatre upon invoice issued by the Theatre and no later than 15 working days after the date of issue stated on the invoice.

3.2 Taxation of the fee referred to in article 3.1 will be done according to valid legislation of the Slovak Republic, resp. according to Agreement preventing double taxation of incomes between Slovak Republic and France.

3.3 All revenues from the performance will be retained by the SND.

3.4 The Theatre will pay all the fees and other costs arising from the copyright claims of authors, not represented by agency DILIA, including royalties.

4 General Conditions of the Contract

4.1 In case the performance is canceled from reasons of force majeure, each party will carry its own costs,

4.2 In case of serious illness of the leading actor the Theatre may change the performance after mutual agreement with the SND

4.3 Theatre declares that all relevant copyright and rights related to copyright legislation in connection of the performance are settled.

4.4 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 Delivery

5.1 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.

5.2 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.

5.3 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.

6 Final Provisions

- 6.1 Legal relations established by this contract are subject to the legal system of the Slovak Republic. Relations not governed by this Agreement shall be governed by the relevant provisions of the Civil Code or the relevant legislation applicable to that relationship. 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.
- 6.2 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.
- 6.3 In the event of disagreements emerged from interpretation of the Agreement the text in Slovak takes priority.
- 6.4 The Agreement is made in four original copies, in English and two in Slovak, identical in content, two copies in English belong to the Theatre and two copies in English and two in Slovak belong to SND.
- 6.5 The Contract shall enter into force upon signature of the parties and force the day following the date of its publication under a special regulation, in particular under § 47a of the Act. No. 40/1964 Coll. Civil Code, as amended, and the Law on free access to information no. 211/2000 Coll .

In Bratislava:.....

In Orléans:

.....
Doc. Roman Polák
riaditeľ Činohry SND

.....
Sylvie Gotteland
Présidente du Théâtre de
l'Imprévu

.....
Mgr. art. Marián Chudovský
generálny riaditeľ SND