

## Contract

### stipulating the terms and conditions for performing a stage production at the NOVÁ DRAMA/NEW DRAMA FESTIVAL 2015

#### I Contractual parties

##### ...theatre..... **Hans-Werner-Kroesinger**

Represented by: Maria Kusche

Headquarters:

Phone: +49(0)15771332757

e-mail:mariakusche@web.de

Bank account in: Germany

SWIFT

IBAN:

(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: Štátnej pokladnici, 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: **Schlachtfeld Errinerung 1914/2014**, written by Hans-Werner Kroesinger and Regine Dura, directed by Hans-Werner Kroesinger, within the framework of the Focus Germany at Nová dráma/New Drama Festival, which will be held in Bratislava from 10 – 15 May 2015.

#### III The rights and liabilities of contractual parties

##### **A) Theatre is obliged:**

1. To play 1 (one) theatre performance:

Date: **15<sup>th</sup> May 2015**

Hour: **7.00 p.m.**

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

duration of a performance: 100 minutes

2. 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.

3. To provide the Festival with:

a) reviews of a respective stage production in English language,

b) 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 .

4. If in contact with mass media and journalists at the festival, 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 2015.

5. 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.
6. 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 claim for the royalties. The recording should be less than 5 minutes long.
7. To play a theatre performance at high standard level in compliance with a significance of the Festival.
8. To provide a list of arrivals of the staff and accommodation with room description – Attachement 1. All later changes of names, dates, times and destinations of the agreed 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 – Attachement 1.
  - b) to provide a fee for the production of **8.700 € (eight thousand seven hundred Euros)** including per diems for 11 members of staff, 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 31<sup>st</sup>, 2015. Any author's rights with regard to the performance are at the full responsibility of the Theatre.
  - c) according to a Cooperation Agreement between the Theatre Institute Bratislava and Goethe Institute Bratislava, to cover travel costs in amount of **3.500€ (three thousand five hundred Euros)** and set transport **2.500€ (two thousand five hundred Euros)**.
2. To provide favourable technical conditions for the production: see Attachement 2 for the technical conditions of City Theatre of Pavol Országh Hviezdoslav; see Attachement 3 – a technical rider of the production.
3. To provide during the performance the special services required (fireman, usherettes, cloakroom services. etc.) in cooperation with City Theatre.
4. To provide promotion and publicity of a respective stage production performed, in all Festival leaflets, bulletins, brochures, posters, with the information delivered by the Theatre.
5. To prepare English-Slovak version of the surtitles and a member of staff who will be available for surtitling the production.

**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**

1. 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.
2. This Agreement is executed in two copies, each copy having the effect of the original. Each Party to this Agreement shall receive one copy of this Agreement after it is signed.

In Bratislava, .....

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

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Maria Kusche  
on behalf the Theatre