

**Agreement on  
Delivery of theatrical performance**

Entered into according to paragraph 51 of Act 40/1964 Coll. Civil Code as further amended

Parties to the Agreement:

Title:	<b>Staatsschauspiel Dresden</b>
Address:	Theaterstraße 2, D - 01067 Dresden, Germany
As represented by:	Wilfried Schulz, General Director of the Saxon State Theatres - State Opera Dresden and State Theatre Dresden Pierre-Yves Bazin, Vice Managing Director (on behalf of the General Manager Wolfgang Rothe)
VAT licence N°:	DE 140135063

(hereafter referred to as the "Theatre")

and

Title:	<b>The Slovak National Theatre</b> [Slovenské národné divadlo]
Address:	Pribinova 17, 819 01 Bratislava, Slovak Republic
As represented by:	Mgr. art Marián Chudovský, SND Director General Doc. Roman Polák, Director, SND Drama
Company licence N°:	00 164 763
VAT licence N°:	SK 2020829954

(hereafter referred to as the "SND")

## **1 Subject of the Agreement**

- 1.1 This Agreement sets out terms and conditions related to host performance to be given by the Theatre in the SND Hall of Drama in Bratislava within the framework of the Slovak National Theatre festival Eurokontext.sk.
- 1.2 The Theatre shall perform of a play by **Christa Wolf: Divided Heaven** [: Der geteilte Himmel] in the SND Hall of Drama in Bratislava on 19 June 2015 starting at 20:00 hours (hereafter referred to as the "performance").

## **2 Terms of Collaboration**

- 2.1 The Theatre shall:
  - a) Deliver public performance of the play;
  - b) Guarantee artistic quality of the performance;

- c) Assemble stage set, carry out lights check and rehearsal of the play prior to the performance;
- d) Following the performance disassemble the stage set and load the vehicles designated to transfer the stage decorations;
- e) Arrange for and cover the cost of return transfer of decorations, costumes and props from Dresden to Bratislava in time;
- f) Arrange for the payment of per diems to its artistic and technical staff participating in the implementation and delivery of the performance and cover their insurance fees;
- g) Provide the SND publicity material for the performance in the required volume, format and well in time;
- h) Provide the SND text of the play in e-format prior to the performance;
- i) Submit to the SND requirements for stage technical equipment and technical staffing by 20 May 2015;
- j) Submit to the SND requirements for accommodation of actors and technical staff;
- k) Submit to the SND travel itinerary by 26 May 2015
- l) Arrange for and cover the cost of return transportation of its artistic and technical staff participating to Bratislava and Vienna in time;

## 2.2 The SND shall:

- a) Ensure the organisation of the event, publicity and ticket sales;
- b) Provide theatre premises for the construction of the stage set according to the requirements by the Theatre (Annex 1);
- c) Provide and cover the cost of technical staff services related to the preparation and delivery of the performance in accordance with technical information (Annex 1);
- d) On the day of the performance, provide for and cover the cost of services related to wardrobe, fire safety and security personnel (wardrobe attendants, hostesses, firemen, etc.);
- e) Provide free parking by the SND New Building for the vehicles designated to transfer stage decorations;
- f) Arrange and cover the cost of interpreting services during technical preparation of the performance, rehearsal and performance of the play;
- g) Arrange and cover the cost of translation of the play from German into Slovak and English;
- h) Arrange and cover the cost of copyright to use the Slovak and English translations;
- i) Arrange for and cover the cost of simultaneous translation of the performance, including that of production of subtitles, technical equipment and service personnel;
- j) Arrange and cover the cost of hotel accommodation for 4 people (technicians) for 1 night on 10 February 2015 during the technical pre-visit. Room types: 4 single rooms;
- k) Arrange and cover the cost of hotel accommodation (minimum standard 3\*), including breakfast. For 15 people (15 technicians) for 3 nights from 17 to 20 June 2015. Room types: 15 single bedrooms. For 18 people (8 actors, 10 technical and management staff members) for 2 nights from 18 to 20 June 2015. Room types: 18 single bedrooms. Check-in and check-out requirements shall be set by the hotel.
- l) Arrange for and cover the cost of transfer of the Theatre staff from the Vienna airport to Bratislava according to travel itinerary supplied by the Theatre;
- m) Arrange for and cover the cost of transfer within Bratislava according to travel itinerary submitted by the Theatre;
- n) Refund return transportation costs of the Theatre staff to Bratislava and to Vienna. The Theatre will issue a separate invoice.



- o) Refund return transfer costs of decorations, costumes and props from Dresden to Bratislava. The Theatre will issue a separate invoice.
  - p) Provide the Theatre with 4 free entrances to the performance;
- 2.3 The Theatre shall comply with all fire safety regulations on the premises of the SND where the performance shall be hosted in line with this Agreement, as communicated by the SND to the Theatre prior to the endorsement of this Agreement.

### **3 Financial terms**

- 3.1 The SND shall pay the Theatre a net amount of Euro 14, 000.00 netto (fourteen thousand Euros) for the performance delivered. The amount consists of:
- a. Performance fee: Euro 6 000,- netto (six thousand Euros);
  - b. License fee: Euro 4 000,- netto (four thousand Euros);
  - c. Organization services: Euro 4 000,- netto (four thousand Euros);
- The SND shall pay the aforementioned sum upon receipt of an invoice issued by the Theatre. The Theatre is entitled to issue the invoice only after the delivery of the entire performance in line with this Agreement.
- 3.2 The SND shall cover the cost of licence fees and any other cost arising from copyright entitlements, including royalties, as follows: 1200,- € netto (one thousand two hundred Euro) Royalties shall be paid in the account of the Theatre which shall then transfer them to "Verlag der Autoren".
- 3.3 The fee outlined in paragraph 3.1 shall be taxed pursuant legislation of the Slovak Republic and/or the Double Taxation Prevention Treaty between the Slovak Republic and Germany.
- 3.4 The SND shall refund travel costs in line with article 2 paragraph 2.2 letter n) in amount of Euro 8 500,- (eight thousand five hundred Euros). The Theatre shall issue and deliver to the SND separate invoice
- 3.5 The SND shall refund transfer costs of decorations, costumes and props in line with article 2 paragraph 2.2 letter o) in amount of Euro 5 900,- (five thousand nine hundred Euros). The Theatre shall issue and deliver to the SND separate invoice
- 3.6 The SND is entitled to all proceeds from the performance.
- 3.7 After the delivery of the performance by the Theatre, the SND is obliged to send report about use of archive music in the performance to the SOZA (The Slovak Performing and Mechanical Rights Society). The SND will pay the fee for archive music upon invoice issued by the SOZA after the delivery of the report by the SND.

### **4 Other Terms and Conditions**

- 4.1 In case the performance is not delivered due to force majeure (as a result of natural catastrophes or national grievance), each Party to the Agreement shall bear its own cost.
- 4.2 The Parties to the Agreement have agreed that, in case of cancellation of the performance by the Theatre prior to its delivery, the SND shall not be required to pay the amount specified in Article 3 point 3.1 of this Agreement, refund transportation costs specified in Article 3 point

3.4, refund transfer costs of decorations, costumes and props specified in Article 3 point 3.5. and other costs related to the performance

- 4.3 In case of serious illness of the leading actor the Theatre may change the date of the performance after mutual agreement with the SND.
- 4.4 The SND is entitled to withdraw from this Agreement particularly if the Theatre either fails to deliver the performance as scheduled without prior cancellation, as a result of an agreed change of date of the performance, and/or due to a failure on the part of the Theatre to cooperate in line with this Agreement. The effects of the withdrawal shall enter in force on the delivery of the withdrawal notice to the other Party to the Agreement. The Parties to the Agreement have agreed that the withdrawal from the Agreement by the SND may also be executed via email. In such case the SND shall not be required to pay the amount specified in Article 3 point 3.1 of this Agreement, refund transportation costs specified in Article 3 point 3.4, refund transfer costs of decorations, costumes and props specified in Article 3 point 3.5. and other costs related to the performance
- 4.5 The Theatre hereby confirms that all copyright related to the performance has been duly settled and it takes full responsibility for this fact.
- 4.6 The SND is entitled to make from the performance visual, audio or audiovisual recordings in maximum length of 3 minutes. The recordings may be used solely for news reporting or publicity of the performance. The SND may make a recording of the performance for archival purposes. Such recording may not be made available to third parties. A recording exceeding 3 minutes, except for that made for archival purposes shall be subject to a separate agreement.

## **5 Correspondence**

- 5.1 An appeal, notice of withdrawal or any other legal deed by either Party to the Agreement (hereafter the "deed") shall be deemed to be delivered to the other Party to the Agreement if delivered to the address given in the preamble of this Agreement and/or to the correspondence address last given in writing to the other Party to the Agreement. The deed shall be deemed to be delivered on the date when the other Party to the Agreement receives or refuses to accept it, or on the day the delivery is returned as undeliverable or unaccepted within the delivery limit.
- 5.2 Clauses of this Article shall apply to communication of bank details between the Parties to the Agreement, particularly when providing bank account details in relevant tax documents delivered to the Party to the Agreement.
- 5.3 At the same time the Parties to the Agreement shall inform each other about any changes of any relevant data required for possible execution of the deed or the use of bank account, particularly any changes concerning this Agreement, a change in or withdrawal of their legal status, address or seat, bank details that serve as the basis for payments due. Should either Party to the Agreement fail to comply with these terms, it shall not be entitled to objecting to not receiving any deed. At the same time it shall bear responsibility for any damages thereby arising.
- 5.4 Wherever this Agreement allows a possibility to deliver documents via email, the email shall be deemed to be delivered when its receipt is confirmed by the other Party to email addresses of persons specified within and in the preamble of this Agreement. In case of failure to confirm



receipt, the email shall be deemed to be delivered within 3 days from it being sent to the other Party to the Agreement to the address specified in the preamble of this Agreement.

## 6 Final clauses

- 6.1 Legal relations arising from this Agreement, and those not settled by it, shall be regulated by the legislation of the Slovak Republic (particularly Act 40/1964 Coll. Civil Code as further amended) and governed by the legal system of the Slovak Republic. The Parties to the Agreement shall solve any disputes arising from this Agreement through out-of-court settlement. Should it prove unattainable, the Parties to the Agreement have agreed that court proceedings would be governed by the regulations and legislation of the Slovak Republic and in court competent to deal with the SND case according to legal norms of the Slovak Republic.
- 6.2 Any changes and amendments to this Agreement shall be made upon mutual consent in writing with amendments numbered and signed.
- 6.3 In case of discrepancies between language mutations, the English version shall be deemed to be authoritative.
- 6.4 The Agreement is made in four (4) equal copies in English language, and in two (2) equal copies in German and two (2) equal copies in Slovak languages. Of these, two English and two German copies shall remain with the Theatre, and two English and two Slovak copies with the SND. Annex 1 – Technical Provision for the hosting of the Theatre, written in English, represents an integral part of this Agreement.
- 6.5 This Agreement shall enter into force on the day of it being signed by the last of the Parties to the Agreement and shall be effective on the day following its publication pursuant paragraph 47 and Act 40/1964 Coll. Civil Code as further amended, and Act on Free Access to Information. The Theatre hereby agrees and acknowledges that the Agreement and/or its substantial part shall be published in line with legal regulations.

In Bratislava:.....

In Dresden:

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Doc. Roman Polák  
Director, SND Drama

.....  
Wilfried Schultz  
General Director

.....  
Mgr. art. Marián Chudovský  
SND Director General

.....  
Pierre-Yves Bazin  
Vice General Director

**TECHNICKÝ LIST / TECHNICAL RIDER - EUROKONTEXT 2015**

Prosíme vyplniť a zaslať na / Please fill in and send to  
 kristina.letenayova@snd.sk ; viliam.svarda@snd.sk

TECHNICKÉ INFORMÁCIE O PREDSTAVENÍ / TECHNICAL INFORMATION	
ROZMERY JAVISKA / STAGE DIMENSIONS (minimal requirements)	šírka / <b>width</b> : min. 16 m; portal: min. 11 m hĺbka / <b>depth</b> : behind proscenium min. 18 m; proscenium min. 1,6 m výška / <b>height</b> : portal min. 6.5; fly tower min. 15 m
JAVISKO / STAGE	- rear black curtain - black vertical drapes ("legs") Fly bars: - 4 point hoist (2 x 2), positioned: 4 800 mm from centre stage, between M15 and M 16. Load: 1750 kg. Point hoist must be installed in advance. - 2 programmable hoists for side lights (M3, M 13) - hoists for rear black curtain and black „legs“ - 1 programmable hoists 12 m from front edge of the stage (M17) - 1 programmable hoist 7 m from front edge of the stage (M9) - lights - 1 hoist R16 - guide line - 1 hoists aprox. 2 m. from front edge of the stage (with release mechanism) - will be provided by Dresden theatre - 1 programmable hoists 11 m front edge of the stage (M21) - lights - black curtain opening to sides on hoist M25 - Dresden theatre will the rail - SND will provide 2 or 4 black legs, height 14 m
REKVIZITY / PROPS	- 1 red coloured bouquet - 1 Gerber - 1 fresh cucumber
OSVETLENIE / LIGTH	6 x ETC Source 4 26deg 750W 6 x ETC Source 4 36deg 750W 3 x RJuliat 711 SX2 2,5 kW 3 x RJuliat 714 SX2 2,5 kW 2 x Strand SL 15/32 Zoom 575W 3 x Niethammer HPZ 115D 1,2kW (or other, i.e.. Strand SL 15 / 32 Zoom) 2 x ClayPaky Stage Colour 1200 1,2 kW (placed according to pre-sent light plan) 4 x ClayPaky Stage Zoom 1200 SV 1,2 kW (placed according to pre-sent light plan) 3 x VariLite VL - 100 Arc ERS 575 W Cables with sufficient length for all lights. DMX from light direction to all lights. Spare parts, particularly bulbs.
ZVUK / SOUND	- intercom to building + speaker + video from stage to stage manager post - 7 transmitters (including head - sets) - sound direction in auditorium - table for equipment (aprx. 200 x 80 cm) - 1 black lavalier microphone for violin - high quality sound system without side noise (prefered KS / d&b/Nexo/Meyersound/ L'acoustic)



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	<ul style="list-style-type: none"><li>- energy source independent from source for light</li><li>- 2 monitors (10", 12" or 15") on side of the stage, in height min. 2m</li><li>- connector in the auditorium (Schuko 230V/ 16A)</li></ul>			
VIDEO / VIDEO	<ul style="list-style-type: none"><li>- cue light (managed from stage manager post)</li></ul> Projection: <ul style="list-style-type: none"><li>- 1 x Beamer Panasonic SXGA +7000 DLP (7000 Ansi - Lumen) with VGA or RGBHV input, lens for aprox. 10 m. wide picture on portal line, , ratio: 4:3</li><li>- Cable to beamer cat. 5 - 7, controls from light direction</li></ul>			
ČASOVÝ PLÁN a POZIADAVKY NA SLUŽBY TECHNICKÉHO PERSONÁLU / SCHEDULE AND REQUIRED TECHNICAL STAFF				
príchod / arrival	dekorácia / decoration : 17.6.2015			
	technickí pracovníci / technicians: 17.6.2015			
	umeleckí pracovníci / artists : 18.6.2015			
príprava predstavenia / performance set up	dátum / date:	od / from :	do / to:	služby technického personálu SND / services of the SNT tech. staff
	18.6.2015			
	unloading	07.00	09.00	- 1 foreman, 4 stage hands
	light mounting	08.00	10.00	- 1 foreman light tech., 3 light tech., 1 flyman
	decoration set up	09.00	18.00	- 1 foreman, 4 stage hands, 1 flyman
	hoist programming	18.00	20.00	- 1 foreman, 2 stage hands, 1 flyman
	light set up	15.00	23.00	- 1 foreman light tech., 3 light tech., 1 flyman
	sound set up	16.00	23.00	- 1 sound technician
	dátum / date:	od / from :	do / to:	služby technického personálu SND / services of the SNT tech. staff
	19.6.2015			
	finishing decoration set up	08.00	10.00	- 1 foreman, 2 stage hands, 1 flyman
	light set up	08.00	12.00	- 1 foreman light tech., 2 light tech.
	wardrobe and make up	12.00	14.00	1 dresser / 1 make up
	video and sound	12.30	14.30	- 1 video technician, 1 sound tech., 1 flyman

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	props	14.00	14.30	- 1 prop master
	sound check with actors	14.30	15.00	- 1 sound tech
	rehearsal	15.00	17.30	- 1 foreman, 2 stage hands, 1 flyman, 1 foreman light tech., 2 light tech., 1 stage manager
	stage up for performance	17.30	18.30	- 1 foreman, 2 stage hands, 1 flyman, 1 foreman light tech., 2 light tech.,
	audience entry	19.45		
	dismantling and loading	22.30	01.30	- 1 foreman, 2 stage hands,
šatne / dressing rooms	od / from (muži - ženy / men - women): 4 women a 4 men			
maskérne / make-up rooms	od / from: počet / number: 1			
rekvizitáreň / props rooms	od / from: 14.00			
iné / others	(špecifikujte požiadavky na zapožičanie ďalšieho materiálu a vybavenia; / specify demands for material or equipment rental) - washing machine, dryer, dry cleaning (not possible on site, commercial dry cleaning available in the shopping centre near by) - secure room for storing equipment			
POUŽITIE OTVORENÉHO OHŇA / USE OF OPEN FIRE	špecifikujte / specify : 1 sparkler (after 60 minutes )			

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In Dresden: .....

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