

## Agreement on Guest Performance

---

Concluded pursuant to § 51 Act No 40/1964 Coll. of the Civil Code in its valid wording  
(hereinafter referred to as the "agreement") between:

**Contractor:** Slovenské národné divadlo (Slovak National Theatre)  
Registered address: Pribinova 17, 819 01 Bratislava, Slovak Republic  
Represented by: Bc. Daniel Rabina, director, SND Marketing Centre

Legal form: state subsidiary organisation  
Entity ID (IČO): 00 164 763  
VAT Number (DIČ/IČ DPH): 2020829954/SK 2020829954

(hereinafter referred to as "**the SND**")

a

**Guest performer:** Dr. Jane Goodall

(hereinafter referred to as the "**guest performer**")

### 1 The subject-matter of Agreement

- 1.1 This agreement regulates the terms for a guest appearance in the production organised by the Slovak National Theatre Marketing Centre and stipulates the mutual rights and obligations of the contracting parties related hereto as well as other matters resulting hereunder.
- 1.2 The guest performer shall appear in the following production:
- |                           |                     |
|---------------------------|---------------------|
| Title of production:      | <b>Trochu inak</b>  |
| Date of performance:      | <b>16. May 2016</b> |
| Begin of the performance: | <b>19:00</b>        |
- 1.3 The SND shall pay the guest performer the fee agreed herein for their appearance in the production.

### 2 Guest performance

- 2.1 Rehearsals shall take place in accordance with the organisational requirements of the Slovak National Theatre Marketing Centre.

### 3 Fee

- 3.1 The SND shall pay the guest performer a fee of **100 ,–EUR gross ( one hundred euros)** for their appearance in the production as stated in Article 1.2 hereof (including the necessary number of rehearsals).

- 3.2 The fee as per point 3.1 herein is to be paid to the guest's account the month subsequent to the respective performance as stipulated in writing by the SND no later than the date of the performance.
- 3.3 The guest performer acknowledges that the Slovak National Theatre shall tax the fee pursuant to Article 3.1 hereof in accordance with relevant legal regulations and international agreements binding for the Slovak Republic

#### **4 Recording of the Performance**

- 4.1 The guest performer grants unconditional approval to the Slovak National Theatre for the use of their likeness, photographs, visual and audio recordings pertaining to a private individual or expressions of a personal nature in relation to the respective production in which the guest performer shall appear, in accordance with the provisions of § 11 and as per Act No 40/1964 Coll. of the Civil Code in its valid wording, in particular for the purpose of:
- a) The creation of an original of a video recording and an audio recording of the production,
  - b) Inclusion of the recording of the production or its part into another audio or audio-visual recording
  - c) Dissemination of the recording of the production to the public on the internet
  - d) Dissemination of the audio or audiovisual recording of the performance to the public by means of television broadcast or any other dissemination of the television broadcast of the respective performance.

#### **5 Obligations of the Contracting Parties**

- 5.1 The SND shall:
- a) provide necessary concurrence to the guest performer as required for their appearance in the production,
  - b) secure suitable organisational and technical conditions for the appearance of the guest performer in the production
- 5.2 The guest performer shall:
- a) arrive at rehearsals no later than 15 minutes prior to their scheduled start time,
  - b) arrive at the theatre no later than 60 minutes prior to scheduled performance,
  - c) respect organisational instructions and fulfil all other requirements of the Slovak National Theatre Marketing Centre.
  - d) not consume any alcoholic drinks, controlled or psychotropic substances prior to and during rehearsals as well as prior to and during the performance,
  - e) notify the SND no later than 10.00 am on the date of performance of their inability to fulfil their contractual obligation to appear in the performance due to illness; illness must be attested by a physician.
- 5.3 The guest performer grants the SND their approval on the use of their name and surname as well as for the use of their likeness, photographs and visual and audio recordings pertaining to guest performer for the purposes of presentation and promotion of the production as stated in Article 1.2 hereof and / or activities of the SND in any common means of presentation or promotion (publishing in electronic and print media, promotional materials, teletext, internet).

## **6 Termination of Contractual Relationship and Sanctions**

- 6.1 This agreement may be terminated by mutual agreement by the contracting parties, by unilateral termination or by withdrawal from the agreement.
- 6.2 The SND is entitled to unilaterally terminate this agreement, should the guest performer breach the agreement in a material way. The termination becomes effective on the day of the delivery of its notice to the guest performer. Material breach of agreement by the guest performer is in particular:
- a) Unexcused late arrival to the rehearsal(s) or the performance,
  - b) Unexcused failure to appear for the rehearsal(s) or performance,
  - c) The consumption of alcoholic drinks, controlled or psychotropic substances prior to or during rehearsal, as well as prior to and during the performance; the guest performer is obliged to undergo tests for alcohol, controlled or psychotropic substances; refusal to submit to such testing is considered to be a material breach hereof.
- 6.4 The SND is entitled to demand from the guest performance payment of a contractual fine:
- a) To the amount of 50 % of the fee for the respective performance pursuant to Article 3.1 hereof for an unexcused late arrival to the rehearsal(s) or performance,
  - b) To the amount of SND production costs and lost profit for an unexcused non-appearance for the above mentioned performance that has been cancelled due to unexcused non-appearance of the guest performer,
  - c) To the amount of 100 % of the fee for the respective performance pursuant to Article 3.1 hereof for unexcused non-appearance in the performance,
  - d) To the amount of 100 % of the fee for the respective performance pursuant to Article 3.1 hereof for the consumption of alcoholic drinks or controlled or psychotropic substances prior to and during rehearsal or prior to or during the performance as well as for refusal to undergo testing for alcohol or controlled or psychotropic substances; should the SND make the decision that guest performer may not appear in the production, it is considered to be an unexcused non-appearance in the production.
- 6.5 The guest performer is entitled to demand from the SND payment of a contractual fine:
- a) To the amount of 100 % of the fee for performance pursuant to Article 3.1 hereof for the cancellation of production on the day of the scheduled performance,
  - b) To the amount of 50 % of the fee for performance pursuant to Article 3.1 hereof for the cancellation of production less than three days prior to the scheduled performance.
- 6.6 The contracting parties have agreed that the SND is entitled to demand from the guest performer the lost profit above the amount of the contractual fine which was caused by the breach of obligation to which the contractual fine pertains.
- 6.7 The SND shall excuse the non-appearance of the guest performer at a rehearsal or the performance only in the event of a serious illness or accident incurred by the guest performer, as attested by a physician or another relevant form of evidence.
- 6.8 Termination hereof in no way affects the validity of approval granted to the SND pursuant to Article 4 hereof, unless the contracting parties agree otherwise.

## **7 Final Provisions**

- 7.1 Matters not governed by this agreement are governed by pertinent provisions of the Commercial Code or other legally binding regulations valid in the Slovak Republic.
- 7.2 If the event of a change of valid legal regulations, the relevant provisions hereof shall be put in accordance and the remaining provisions shall remain valid. Invalidity of a provision does not result in invalidity of the entire agreement.

- 7.3 Any modifications or amendments hereto may only be made in writing and in agreement by both Contracting Parties in form of signed numbered amendments hereto.
- 7.4 Unless stipulated otherwise, none of the contracting parties has the right to cede its right - including liabilities or obligations resulting hereunder - to a third party without written approval of the second contracting party.
- 7.5 The contracting parties shall solve any disputes arising hereunder preferably by mutual agreement.
- 7.6 The contracting parties declare that the Agreement is a clear and understandable expression of their free will to be bound by it, that it has not been concluded under pressure or under obviously disadvantageous conditions or in error. The contracting parties declare that they are fully capable of legal acts, that they have duly read the Agreement before signing it, understood it in its entirety and as a sign of their approval attach their signature hereto.
- 7.7 This agreement is confidential and contracting parties shall keep secret its contents as well as any facts pertaining hereto.
- 7.8 This Agreement is made out in five (5) copies; one to be retained by the guest performer and four to be retained by the SND.
- 7.9 This agreement becomes valid on the day of it being signed by both contracting parties and effective on the day of its disclosure pursuant to a special regulation.

In Bratislava, on .....

In Bratislava, on .....

.....  
On behalf of the SND

.....  
guest performer