

GUEST APPEARANCE CONTRACT

concluded according to § 51, no. 40/1964 Coll. , Civic code, in current effect

Organiser: **Divadelný ústav (Theatre Institute)**
Residence: Jakubovo námestie 12, 813 57 Bratislava
Administrator: Mgr. art. Vladislava Fekete, director
Organisation form: state funded organisation
Bank account:
Bank account number:
IBAN:
Identification number: 16 46 91
Tax id. number: 2020829921
Contact person:
Net: www.theatre.sk, www.slovmotion.sk
E-mail:

and

GUEST ENSEMBLE: **Company Les SlovaKs**
Residence: Lakensestraat 154/2, 1000 Brussels
Administrator: Seventysevenvzw, Bram Smeyers, manager
Organisation form: nonprofit organisation
Bank account:
Bank account number:
BIC:
VAT:
Net: http://seventyseven.be/
E-mail:

(later referred to as „Contracting parties“)

Divadelný ústav (the organiser) and the Guest ensemble agreed to this contract.

Article no. I

Subject matter of the contract

- I. Subject matter of this Contract is an agreement of the Contract parties – guest appearance of **Les SlovaKs at the event SLOV:motion, taking place from 29.9. until 2.10. 2016 in Les Halles, Brussels, as following:**
 - a) Perform a dance show
titled: **OpeningNight**
date: **1.10. 2016 at 20:00** in Les Halles De Schaerbeek cultural space, RueRoyale-Sainte-Marie 22, 1030 Schaerbeek
(later referred to as „performance“)
 - b) Commitment of the organiser to creating suitable conditions for realisation of the guest appearance according to this contract.

Article no. II

Rights and duties of the Contract Parties

II.A. Rights and duties of the Organiser

1. Organiser is in particular obliged to :
 - a) Secure technical and organisational conditions for a successful performance of the Guest ensemble.
 - b) Secure the co-operation of technical staff and production staff at the place of the performance with the production team of the Guest ensemble, according to the contract.
2. Secure the usual promotion of the performance; the Guest ensemble gives permission to use any available publicity material of the ensemble for the promotion of the performance.
3. The Organiser has a right to require from the Guest ensemble to perform the agreed show on the utmost artistic and professional level.

II. B. Rights and Duties of the Guest ensemble

1. The ensemble is in particular obliged to:
 - a) Secure the necessary number of artists for the show. These should be adequately prepared for the performance and ready to deliver an artistic production on the utmost artistic level,
 - b) Secure the complete stage setting (costumes, props, scenes) on its own expense,
 - c) Secure the building (assemblage) and disassemblage of the scene and technical realisation (sound, lighting), in co-operation with the technical staff at the site of the performance,
 - d) Adhere to the time schedule of the realisation of the performance,
 - e) Respect the instruction by the employees of the organiser and the staff responsible for the realisation of the performance,
 - f) Act in such a way that no object, included in the performance, will be damaged,
 - g) Take a full responsibility for any damage that verifiably occurs during the performance,
 - h) Take full responsibility for any damage to the material introduced into the property where the performance takes place,
 - i) Fulfil all the obligations according to the law no. 314/2001, Collection of Laws, on the prevention from fire damage, following the later regulation and public notice MV SR no. 121/2002 Collection of Laws on fire damage prevention, following the later regulation, according to the directives of the organiser,
 - j) Keep the area of the performance safe, clean and tidy,
 - k) The Guest ensemble is obliged to secure health and injury insurance – eligible in Brussels - to the whole realisation team. In case of invalid insurance, all the consequences are to be covered by the Guest ensemble.
2. The Guest ensemble has a right to demand the fulfilment of all the obligations of the Organising party, according to the contract.
3. The Guest ensemble declares that the copyright of authors and performing artists is legally settled, in the extent and form eligible to the subject matter of this contract, i.e. the performance of the artistic show by the way of public dance performance.
4. The Guest ensemble, if asked, submits the promotion material for the performance to the organiser. Subsequently the Organiser has a right to use this material in a usual way and extent to promote the Guest ensemble and the performance .
5. Allow the TV and Radio staff to produce a 10-minute audio-visual recording of the performance in order to promote and inform about the performance, without the claim for royalties.

Article no. III

Financial settlement

1. Contracting parties agreed on a mutual settlement for organising of the performance of the guest ensemble Les SlovaKs, being part of the above mentioned project, in such a way that the Organiser makes a payment of **3500 €** (in words: **three thousand and five hundred Euros**) to Seventyseven agency (representative of Les SlovaKs). The payment is delivered according to the issued invoice up to 14 days from the date of the issuance - (1.10. 2016, the soonest).
2. The total amount of **3500 Euros** covers all the expenses of the production of the Guest ensemble performance – **including salaries for the performing artists, travel costs, per diems, and choregraphic and musical author rights.**
3. The Organiser as a tax remitter and the Guest ensemble as a tax payer agreed that the Guest ensemble will pay the tax in its home country.

Article no. IV

Duration, amendments and termination of the Contract

1. This Contract is concluded for a fixed period, from the day of the signature by both Contracting parties until 30.10. 2016.
2. Contracting parties can terminate this contract by:
 - a) Agreement of the Contracting parties,
 - b) Withdrawal of one of the Contracting parties from the Contract.
3. The Contract may be terminated by agreement at any time, as long as the agreement is submitted in a written form. The agreement includes the settlement of potential obligations and financial claims of the Contracting parties, which fall within the duration of the Contract until its termination by agreement.
4. The Organiser has a right to cancel the arranged performance in case the Guest ensemble does not fulfil all the obligations listed in this Contract.
5. In case of sudden hindrance that can not be predicted or prevented (sudden illness of one of the performing artists, as long as he or she can not be adequately replaced), the Guest ensemble has a right to cancel the performance three days before the arranged date of the performance, at the latest. The Guest ensemble is obliged to cover the expenses related to the cancellation of the performance.
6. In case the performance is cancelled for any other reasons by any of the Contracting parties, the party responsible for this cancellation covers all the expenses related to this occurrence.
7. In case the performance is cancelled due to the so-called higher power (e.g. natural disaster), for which none of the Contracting parties is responsible, the Contracting parties do not settle any compensation. Both Contracting parties have in this case a right to terminate the Contract and both of the Contracting parties settle their own expenses.

Article no. V

Special regulations

1. Technical and personal requirements of the performance are inseparable components of this Contract /appendix no. 1 – technical rider/.
2. Technical requirements, not included in the Contract or not announced in advance by an official correspondence of the Contracting parties, are not to be provided and reimbursed by the Organiser.
3. All extraordinary situations, occurring during the preparation of the performance at the time of the event, are to be solved on site in such a manner that the schedule and the quality of the event remained intact.

4. By course of law no.546/2010, Collection of Laws, supplement to law no. 40/1964 of the Civic code, subsequently amended, the Guest ensemble agrees with the publication of the Contract on the website of the Theatre Institute (Divadelný ústav), in the Central registry of contracts, or in the Commercial bulletin.
5. In case of disapproval with the publication of the Contract on the website of the Theatre Institute (Divadelný ústav), in the Central registry of contracts, or in the Commercial bulletin, the Guest ensemble is aware that the Contract thus concluded is not valid.

Article no. VI

Final regulations

1. The Contracting parties agreed that the eligible law for the conclusion of this Contract is the legal order of Slovak Republic.
2. The Contracting parties commit to solve all the potential disagreements, which might occur during the validity of this Contract, in the first instance by an endeavour for agreement. If the agreement is not achieved, the potential disagreements are to be resolved by the judicial order of Slovak Republic.
3. The Contract is concluded in slovak language. The Guest ensemble declares that this language version is acceptable and its translation into czech language is not necessary.
4. The Organiser commits to respecting the law on the protection of personal data when processing the personal data of the performing artists and the realisation team of the Guest ensemble.
5. Any amandments or appendix to this Contract will be executed in a written form following the agreement of both Contracting parties.
6. This Contract is produced in two identical copies, one copy for every Contracting party.
7. The Contracting parties declare they are aware of the content of this Contract, they understand it and sign it as a token of agreement.

Bratislava, on

Mgr.art. Vladislava Fekete, Art.D.

Director of Theatre Institute

Bratislava, on

Bram Smyers

Manager of seventyseven

Organiser representative

Guest ensemble rep.