

THE CONTRACT no.

Parties to the Agreement:

Title: **The Slovak National Theatre**
[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
Account number:

(hereafter referred to as the “SND”)

and

Title: **VÍGSZÍNHÁZ Nonprofit Kft.**
Address: Szent István Körút 14, 1137 Budapest, Hungary
As represented by: Eszenyi Enikő, Director of the Vígszínház
VAT licence N°: HU23395819
Account number:

(hereafter referred to as the “Theatre”)

1 The Subject of the Contract

- 1.1 Subject of this contract is arrangement of the contract conditions for guest performance of the SND in the Vígszínház Budapest.
- 1.2 SND commits to delivery of the performance of the **Péter Esterházy: Mercedes Benz** in the Pesti Színház of the Vígszínház in Budapest, on 24th September 2017 at 19.00 (hereinafter "performance").

2 Conditions of the Contract

- 2.1 The SND undertakes:
- a) to deliver the performance in from of public presentation of the play;
 - b) to ensure the artistic quality of the performance
 - c) carry out technical set up and artistic rehearsal of the play prior to the performance;
 - d) after the performance to dismantle the decoration and its loading to truck;
 - e) provide and pay for the transport of all participants from Bratislava to Budapest and back and on time;
 - f) provide and pay for the transport of the set and other equipment from Bratislava to Budapest and back and on time;
 - g) provide for per diems for all participants and pay health insurance for all persons participating;
 - h) in advance provide the Theatre with promotion materials of the performance in required amount and format;
 - i) to provide the Theatre with completed technical rider;
 - j) to provide Theatre with rooming list of technical staff,
 - k) to provide Theatre with text of the performance translated to Hungarian, including subtitles.
- 2.2 Theatre 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 SND (appendix 1);
- c) to provide and pay technical staff for co-operation during set up, rehearsal and performance according to technical rider of the SND (appendix 1);
- d) to provide reloading of the set to cargo vehicles of the Vígszínház according to technical rider of the SND (appendix 1);
- e) on the day of the performance to provide and pay services of maintenance and security personnel;
- f) to provide and pay services of the translator, who will be present during set up, rehearsal and performance;
- g) to provide and pay for technologies and technical personnel for subtitle presentation according to technical rider of the SND (appendix 1) ;
- h) to provide and pay for hotel accommodation (min. 3* hotel) with breakfast for 1 night from 23.09.2017 to 24.09.2017 for 23 people. Rooming list: 3 single rooms, 10 double rooms (separate beds);
- i) to provide the Theatre 4 free entrances to the performance.

- 2.3 The SND is committed to comply with all safety rules and regulations on fire protection valid to premises of the Theatre where according to this Agreement the performance will take place and with were given to the SND by the Theatre.

3 Financial Conditions of the Contract

- 3.1 The Theatre will pay the SND a fee in the amount of 50% of the gross revenue from the performance. The Theatre will provide SND with revenue report no later than seven days after the performance. The Theatre will pay the fee to the SND upon invoice issued by the SND 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 Hungary, resp. according to Agreement preventing double taxation of incomes between Slovak Republic and Hungary.
- 3.3 The Theatre shall cover the cost of licence fees and any other cost arising from copyright entitlements, including royalties, as follows: after 15 % (fifteen percent) from the gross revenue of the performance. The SND shall issue and deliver to the Theatre separate invoice
- 3.4 All revenues from the performance will be retained by the Theatre.

4 General Conditions of the Contract

- 4.1 Both parties can cancel the performance not later than 14 days before the performance.
- 4.2 In case the performance is canceled from reasons of force majeure, each party will carry its own costs.
- 4.3 In case of serious illness of the leading actor the SND may change the performance after mutual agreement with the Theatre
- 4.4 SND declares that all relevant copyright and rights related to copyright legislation in connection of the performance are settled.
- 4.5 The Theatre 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 Reciprocity Provisions

- 5.1 The Theatre and the SND undertake to comply with the same number of exchanged performances.
- 5.2 The SND will fulfill its commitment towards the Theatre presentations of the performance according to the article 1, 1.2.

6 Delivery

- 6.1 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.
- 6.2 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.
- 6.3 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.

7 Final Provisions

- 7.1 The rights and obligations arising from this Agreement are governed by Hungarian Law. In the event of any legal dispute in connection with the present contract, the Parties agree that the courts of Hungary shall have exclusive jurisdiction.
- 7.2 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.
- 7.3 In the event of disagreements emerged from interpretation of the Agreement the text in English takes priority.
- 7.4 The Agreement is made in four original copies, in English and two in Slovak and two in Hungarian, identical in content, two copies in English and two in Hungarian belong to the Theatre and two copies in English and two in Slovak belong to SND. Annex 1 is an integral part of the Agreement and is produced in English.

In Bratislava:.....

In Budapest:.....

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Prof. Roman Polák
Director of Drama of the SNT

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Eszenyi Enikő
Director of Vígszínház

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Mgr. art. Marián Chudovský
General Director of the SNT