

C o n t r a c t

stipulating the terms and conditions for performing a stage production at the NOVÁ DRAMA/NEW DRAMA FESTIVAL 2018

I

Contractual parties

HKD Teatar Rijeka

Represented by: Nenad Šegvić

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OIB: 69716273362

Bank account in:

SWIFT: HAABHR 22

IBAN:

(hereinafter referred to as Theatre)

and

Theatre Institute Bratislava

Represented by: Mgr. art. Vladislava Fekete, Art D. Statutory body, the director of the Theatre Institute

Headquarters: Jakubovo námestie 12, 813 57 Bratislava

IČO (Entity's Identification and No.): Company Registration Number: 164691

Bank Account: State Treasury:

(hereinafter referred to as Institute)

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 one (1) presentation of a theatre stage production: **Aleksandra Zec**, by author and director Oliver Frlić, within the framework of Focus Croatia, a part of accompanying program at Nová dráma/New Drama Festival 2018, which will be held in Bratislava from 14 – 19 May 2018.

III

The rights and liabilities of contractual parties

A) Theatre is obliged:

1. To present 1 (one) theatre performance:

Date: **19th May 2018**

Hour: **8.00 p.m.**

Venue of performance: **Studio of Slovak National Theatre**, address: Pribinova 17, Bratislava

2. To provide and to cover medical and travel insurance of all members of artistic group and technicians and to inform the Institute about the kind of insurance, which the theatre provides at its own expense.

3. To provide Institute 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) and other available promotion materials for publicity

d) original text of the play

4. To inform the press centre of the festival of any e contact with media and mention your participation in the accompanying programme of the Nová dráma/New Drama Festival 2018. The festival has to be informed about any interview provided.

5. To set up and dismantle the set of the respective production in accordance with the conditions of the Festival and its obligations.

6. To allow the staff of televisions and radios to make video and audio recording from the rehearsal of the performance with the aim of providing the information, promotion and publicity of the festival free of charge without any claim for the royalties. The recordings should be less than 5 minutes long. To make any recording during the performance is not allowed

7. The theatre accepts the obligation to perform a performance Aleksandra Zec to its best abilities in compliance with a standard of the Festival.

8. To provide the list of arrivals of the staff and required accommodation with room description in the Attachment 1. All changes to the agreed plan will be at the expense of the Theatre. In case that the Theatre doesn't make use of the accommodation during the booked dates, it will cover all the possible cancellation fees as well as all the additional cost that will occur during the stay of the Theatre members (telephone, minibar, internet etc.)

9. To provide a member of staff who will be available for help with the subtitling the production.

B) Institute is obliged:

1. To cover the following items for the Theatre:

a) to arrange and to provide Theatre with accommodation for 25(+ 1 baby) persons for 2 nights in the Hotel with no less than 3 stars according to a room description –Attachment 1.

b) to provide a royalty payment for the production in the amount of **9.390 € euros (ninetousandthreehundredninet Euro)**. This is the final amount for performing the production according to II. Subject of the Licence Agreement and it not comprises the transport expenses that will be covered by the Ministry of Culture of Republic of Croatia. By the disbursement of this payment all the demands of the Theatre for the performance of the art work are considered as settled according to this contract.

c) payment will be made according to the following schedule :

- 50 % of the royalty, 4.695 Euros is to be paid by 10 May 2018 after receiving an invoice from the theatre.

- 50 % of the royalty, 4.695 Euros is to be paid upon receiving an invoice for the above amount, within fourteen days after the performance presentation by the means of a bank transfer to the bank account of the Theatre inscribed in heading statement of this agreement after but no later than May 31st 2018 .

d) Any author's rights with regard to the performance are at the full responsibility of the Theatre.

2. To prepare the required technical conditions for the performance according to the Attachment 2: Technical rider

3. To provide necessary support during the performance (ushers, cloakroom, fire brigade etc.) in cooperation with the Slovak National Theatre.

4. To provide promotion and publicity of a respective stage production performed, in all Festival leaflets, bulletins, brochures, posters, with the information published by the Institute.
5. To prepare Slovak version of the surtitles.

IV

Special provisions

1. The Theatre may withdraw the 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. If Theatre will cancel the performance due to other reasons, Theatre authorities will cover all the respective costs to the Institute, 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. Institute 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 of the performance 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. All the additional technical requirements, that have not been included into the accepted technical rider or mentioned in the official correspondence between the two parties, cannot be provided or paid by the Institute.
7. The Institute does not take into depositary things in possession owned by the Theatre or its members. It is the theatre's responsibility to take care of its possessions. The Institute does not take any responsibility for damage or loss of the Theatre's 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. The Institute as the payer and the Theatre as taxpayer both agreed that the Theatre is to impose a tax on its royalties by the means of the declaration of income tax in the country of origin of the Theatre.
10. In the accordance of the law N. 546/2010 by which the law 40/1965 of the Civil Code is amended the Theatre has agreed to the publication of the agreement on the website of Institute, in the Central Registry of the contracts or in the Commercial Newsletter. In the case Theatre disagrees with this, the Theatre is aware of the fact that the agreement will not come into validation.
11. The both parties agreed that the judiciary system relevant for this agreement will be legal system

of the Slovak Republic.

12. The contracting parties pledge to resolve all the arguments that may occur regarding the contract by the means of mutual agreement. If this is not the case, the eventual disagreement will be treated by the applicable court of the Slovak Republic.

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 issued 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.
3. The contracting parties declare that the contract was not closed under any distress or obviously disadvantageous conditions and that the parties understood the statutes of the contract and those are a demonstration of their real serious and free will and both the parties are obliged to fulfil the contract voluntarily confirming it by their signature.
4. Any changes and amendments to this contract must be put in written form and must be signed by both the contracting parties.

In Bratislava,

In Rijeka,

.....
Mgr. Art. Vladislava Fekete, Art.D
director of the Theatre Institute

.....
Nenad Šegvić
Art director of HKD Theatre
International Small Scene Theatre Festival

Attachments:

- 1 – arrivals and accommodation
- 2 – technical rider