

26.-27.-28.-29.-30.9.-1.-2.10  
**DIVADLO NA KAŽDÝ DEŇ**  **EVERYDAY THEATRE**  
BÁBKARSKÁ BYSTRICA 2022

**CONTRACT OF PERFORMANCE OF THE THEATRE SHOW**

The Contract made between  
the Theatre Ensemble: **KYIV NATIONAL I. K. KARPENKO-KARY THEATRE,  
CINEMA AND TELEVISION UNIVERSITY**

Address: **Yaroslavskaya 17/22, Kyiv**  
Represented by: **Kateryna Lukianenko**  
Tax identification number/VAT(DIČ): **3525109303**  
Bankers: **PRIVATBANK, 1D HRUSHEVSKOHO STR., KYIV,  
01001, UKRAINE**  
IBAN: **UA233052990000026201884258342**  
BIC SWIFT: **Zip Code**  
**02160, Ukraine, city Kyiv, avenue**  
**Sobornosti, building 17, flat 1186**  
ACCOUNT: **26203719930681**  
SWIFT CODE/BIC: **PBANUA2X**  
CORRESPONDENT ACCOUNT: **623-160-5145**  
CORRESPONDENT BANK: **Commerzbank AG Frankfurt am Main Germany**  
SWIFT CODE/BIC: **CHASDEFX**

(here in after referred to as the "Theatre Ensemble")

and

the Organizer:

**BÁBKARSKÁ BYSTRICA 2022 – Puppetry Festival**

Bábkové divadlo na Rázcestí, Skuteckého 14, 974 01 Banská Bystrica  
Represented by: Mgr. art. Iveta Škripková, PhD. Director of Bábkové divadlo  
na Rázcestí  
Company registration number (IČO): **359 85 381**  
Tax identification number (DIČ): **20 21 49 66 09**  
Bankers: **Štátna pokladňa, Branch of Banská Bystrica**  
IBAN: **SK6881800000007000395737**  
SWIFT: **SP SR SKBA**

(here in after referred to as the "Organizer")

**I.**

**Subject of the Contract**

The subject of the Contract is the performance of the theatre show **"Who grows in the park"** at the International Festival BábkarSKá Bystrica 2022. (Puppetry Bystrica 2022.) held from 26<sup>th</sup> September to 2<sup>nd</sup> October 2022 in Banská Bystrica (hereinafter

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referred to as the "Festival").

## II.

### Rights and Obligations of the Contract Parties

#### The Theatre Ensemble undertakes to:

- a) perform the theatre show: **Who grows in the park**  
The author: **KaterynaMichalicyna**  
Director: **KaterynaLukianenko**  
The title of the play: **"Who grows in the park"**  
**2 performances:**  
**The first** - Venue: Základná škola Slobodného slovenského vysielateľa Banská Bystrica (ZŠ SSV)  
Date: 29<sup>th</sup> September 2022, Time: 11 A.M. and 2 P.M.  
The beginning of the first performance: 11 A.M. 29<sup>th</sup> September 2022  
The beginning of the stage construction: 29. 9. 2022 at 7.30 A.M.  
The beginning of the second performance: 2 P.M. 29<sup>th</sup> September 2022  
Performance space rehearsal: ZŠ SSV, Banská Bystrica  
Dismantlement of the stage, venue vacating: 4.30 P.M.
- b) perform the show on the top artistic level;
- c) provide the Organizer with promotion materials for the show;
- d) send the certificate to the Festival regarding the settlement of copyrights and pertaining author honorariums for presentation of the show at the Festival;
- e) inform on presentation of the theatre show at the Festival via web-page and theatre programme poster and to ensure promotion of the Festival (promotion banner, mention in a relevant section of web-page, active link at [www.bdnr.sk](http://www.bdnr.sk), indication of date and logo of the Festival on a monthly programme poster, etc. – as agreed);
- f) allow recording of the show for the Organizer's documentary purposes;
- g) allow photography of the show for the Organizer's documentary purposes;
- h) inform the dramaturgy (Jaroslav Voľanský, [bdnr.dramaturgia@gmail.com](mailto:bdnr.dramaturgia@gmail.com), +421907807999) on interviews provided to media during the Festival. While providing the interviews the Theatre Ensemble shall ensure that the media will inform on participation of the Theatre Ensemble or an artist at the Festival;
- i) allow TV and broadcasting staff the recording for newscast, information and promotion purposes free of charge;
- j) provide the Festival with information on technical and organizational requirements;
- k) in the event the Organizer is not able to arrange all technical and special requirements mentioned in the list of technical requirements of the theatre, to ensure own technical equipment and special technical equipment, as agreed;
- l) adjust time of construction and dismantling of the stage according to time conditions of the Festival;
- m) in cooperation with technical staff of the Festival to ensure due test of interpreting equipment or subtitling equipment;

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- n) ensure necessary stage properties that are inevitable for the show performance, as agreed;
- o) inform the Organizer on type of insurance policies of all members of the ensemble and technical staff. The Theatre Ensemble is fully responsible for complete insurance of all persons and property of the theatre during its stay at the Festival.

### **The Organizer undertakes to:**

- a) provide the Theatre Ensemble with required technical conditions and theatre show conditions;
- b) ensure that the stage in ZŠ SSV will be ready on 29<sup>th</sup> September 2022 from 11.00 A.M. and 2.00 P.M and ensure necessary services on the day of the performance (fireman, cloakroom, usherette);
- c) ensure the promotion-advertising of the show in all Festival materials;
- d) provide necessary technical staff as the service for the show (lighting technician, sound engineer, stage technician);
- e) ensure advance sale and regular sale of tickets for the show;
- f) ensure the agreed beginning of the show;
- g) provide and bear costs of accommodation for the ensemble members – in total of 12 people (1man/11 women) from 25.09. 2022 to 01.10.2022, i.e 6 nights.
- h) The Festival participant is liable for all costs that result from cancelling pre-booked accommodation.
- i) provide and bear costs of meals for the ensemble members – in total meals per full day for 12 person/people from 25.09.2022 evening to 01.10.2022 lunch.

### **III.**

#### **Financial Settlement**

1. The Organizer undertakes to make payment of the honorarium for the presented show to the Theatre Ensemble in the amount of **1 543,21EUR** / in words: one thousand five hundred forty three Euro, 21 cents. From this sum the Organizer has to deduct STAGE TAX in the amount of **293,21 EUR**, which will be paid to the Slovak Tax Authorities. Amount of **1 250,- EUR** –will be paid cash to the Theatre Ensemble, represented by Kateryna Lukianenko.
2. The sum of the agreed honorarium mentioned above relates to 2presented theatre shows. Such agreed honorarium includes all expenses concerning the theatre show, including incidental expenses and it is the final sum.

### **IV.**

#### **Annexes**

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The Theatre Ensemble shall provide the Organizer with information on all technical and Organizational requirements. The following documents and materials signed by both Contract Parties are the Annexes to this Contract:

- Guest performance schedule
- List of guest performance participants
- List of technical requirements
- Document of fire adaptation of the scene and stage properties

## **V.**

### **Final Provisions**

- a) The Organizer may cancel the contractually agreed theatre show (or participation of the Theatre Ensemble at the Festival) no later than 30 days in advance of the performance date and without any claim of the Theatre Ensemble to payment of contractual fine. The Organizer have to pay the flight tickets already purchased.
- b) The Theatre Ensemble has the right to cancel the show only in the event of serious illness of some of the main protagonists, if there is no possibility to ensure proper replacement so that the show retains the required standard.
- c) In the event the Theatre Ensemble cancels the show for the reasons mentioned in par. b) Article V. herein or for any other reasons, it is obliged to compensate to the Organizer the costs arising during the preparation of the show and the costs that are necessary for replacement of the show, if the sum of these expenses is higher than contractually agreed honorarium mentioned in Article II herein. In such event the Theatre Ensemble is obliged to pay to the Organizer the difference between the costs pertaining to alternative programme and the agreed amount of honorariums as per this Contract. Such agreed compensation shall be due upon the invoice issued by the Organizer after the performance of the other than the agreed show.

## **VI.**

### **Extreme situations – COVID-19, war conflict**

- a) Neither of the Contracting Parts shall be liable for the non-performance of the term and / or the improper execution – in whole or in part – of any obligation under this agreement if the non-execution or inappropriate execution of the obligation was caused by an extreme situation, as defined by law.
- b) The part invoking an extreme situation is required to notify the other part within 3 days of the occurrence of the event and take all possible measures to limit its consequences.
- c) If, within 3 days of production, that event does not cease, the parts have the right to notify the termination of this Agreement without any right to claim any damages.

## **VII.**

- a) Any changes or amendments to this Contract have to be in writing and approved upon signing by both Contract Parties.

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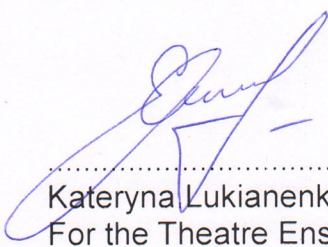
- b) The Contract is made in three originals, two originals shall be for the Organizer and one original for the Theatre Ensemble.
- c) The Contract Parties declare hereby that their legal capacity is not limited and they have read the Contract and have understood its content, and the Contract is an expression of their free and serious will. In witness thereof they attached their own signatures thereto.
- d) This Contract shall become effective upon signing by both Contract Parties.
- e) Both Contract Parties undertake to fulfil consistently the conditions of the Contract and thus to ensure the success of the Festival.

In Banská Bystrica, on 18<sup>th</sup> August 2022

In ....., on ..... 2022

.....  
For the Organizer of the Festival

Mgr. art. Iveta Škripková, PhD.

  
.....  
Kateryna Lukianenko  
For the Theatre Ensemble