

**Contract for co-organization of the international art festival TRANS/MISIE ZOMFU
No. 2/2019**

concluded pursuant to § 269 of Act No. 513/1991 Coll. Commercial Code, as amended, respecting the relevant provisions of Act No. 185/2015 Coll. Copyright Act
between the parties:

Organizer:

Place of business:
Managed by:
Form of business:
Organizer:

Bank:
Account number:
IBAN:

SWIFT:
Company ID:
VAT ID:
Tax Reg. No.:
Contact person:
Phone number:
Website:
E-mail:

State Theatre Košice

Hlavná 58, 042 77 Košice
Mgr. art. Igor DOHOVIČ – General Director
State-funded institution
Ministry of Culture of the Slovak Republic, foundation deed no. MK 3035/2015-110/16314
The Treasury
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SK35 8180 0000 0070 0024 0452
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(hereinafter referred to as "Organizer");

Partner:

Place of business:
Managed by:
Form of business:
Register:

Bank:
IBAN:
SWIFT:
Company ID:
VAT ID:
Tax registration number:
Contact person:
Phone no.:
Website:
E-mail:

Trakai Palace of culture

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(hereinafter referred to as "Partner");

(collectively hereinafter referred to as "Parties")

have agreed on this Contract for co-organization of the international art festival TRANS/MISIE No. 2/2019 (hereinafter referred to as "Contract") as follows:

Article I

Subject of Contract

1. The subject of Contract is the agreement of Parties on terms and conditions of co-organization of the international art festival TRANS/MISIE Rzeszów – Košice – Ostrava – Debrecen– Lviv – Trakai, to be held in Košice (Slovakia) from 8.9.2019 to 14.9.2019 (hereinafter referred to as "Festival").
2. The subject of the agreement between Parties under the previous provision is:
 - a) Partner's commitment at the Festival:
 - a. to carry out an exhibition:

titled: **Lithuania1989-1993 Baltic route**
by author: Romualdas Pozerskis
date: 9.9.2019
time: 16:30
venue: **East Slovak Gallery, Hlavná 110/70**

- b. give a performance:

titled: **The notes of the red army officer**
by author/authors: author S. Piasecki, director S. Gaudyn. Performs Vilnius Polish Theatre "STUDIJA"
date: 9.9.2019
time: 17:00
venue: **East Slovak Gallery, Hlavná 110/70**
(hereinafter referred to as "Performance")

- c. give a performance:

titled: **Rowing in the mist**
by author/authors: Sergey Kozlov's "Hedgehog in the fog". Directors E. Keizik and S. Gaudyn. Performs Trakai Royal Theatre
date: 10.9.2019
time: 17:00
venue: **the Historical Theatre building on Hlavné námestie No. 1**
(hereinafter referred to as "Performance")

- d. give a performance:

titled: Fire and dance studio "**Ciutyta**"
by author/authors: Head of the fire and dance studio Vida Bagdonienė
date: 9.9.2019
time: 21:30
venue: **space in front of the the Historical Theatre building on Hlavné námestie No. 1**
(hereinafter referred to as "Performance")

- e. give a concert:

titled: **Voices of freedom**
by author/authors: The ensemble "Serenada", head of the ensemble Kastytis Mikiška
date: 9.9.2019
time: 19:00
venue: **East Slovak Gallery, Hlavná 110/70**

(hereinafter collectively referred to as "Events")

- b) Organizer's commitment to pay the Partner the fee under this Contract and to create conditions for the execution of the Events under this Contract.
3. Technical and organisational conditions of the Events are referred to in a specific Annex 1 to this Contract, which forms an integral part of it unless otherwise agreed by the Parties.

Article II

Rights and Obligations of the Partner

1. Under this Contract, the Partner is obliged in particular to:
- execute the Events at the Festival, specified in Article 1 of this Contract, with maximum professional and artistic quality,
 - respect the instructions of the Organizer's employees who will ensure the running of the Festival and ensure,

through trained personnel, compliance with generally binding legal regulations arising from this Contract and Organizer's instructions, in particular the OHS and fire protection regulations applicable to all premises provided by the Organizer; the Organizer shall instruct the Partner on the content of applicable legislation related to OHS and fire protection,

- c) adhere to the Festival time schedule agreed prior to conclusion of this Contract,
- d) provide the Organizer with all related promotional materials for the Events, i.e. especially posters, leaflets, photos, a short description of the Events, at the latest by **31.7.2019**. The Organizer undertakes to use these materials to promote the Festival and Events referred to in Article 1(2) of this Contract. At the same time, the Partner shall transfer to the Organizer the right to handle these promotional materials in a manner and to the extent necessary to ensure the usual promotion of the Partner, Festival and Events. The Partner also declares that copyright and copyright-related rights in connection with promotional materials are properly settled and the Organizer may handle them without their authors, performers or persons exercising the proprietary rights of the author or performer making financial claims against the Organizer and claims to refrain from using these materials. The Partner is responsible for the consequences of a false declaration under the previous sentence,
- e) deliver the performance script to the Organizer to ensure its translation by no later than **31.7.2019**,
- f) ensure and carry out the transport of all persons of the Partner necessary to execute the Events (in particular the performers participating in the Events, technical and administrative staff), as well as to pay all related expenses,
- g) transport the scene, costumes and props and other necessary equipment to carry out the Events referred to in Article 1(2) of this Contract and to arrange, at its own expense, their loading and unloading in Košice and in Trakai,
- h) ensure and provide, for the successful course of Events, the technical and organisational conditions in the English language (Annex 1 to this Contract), which the Partner delivers to the Organizer **no later than 30 days before the first Event**; the terms and conditions not set out in Annex 1 or not communicated in a timely manner by official correspondence between the Organizer and the Partner may not be provided for and reimbursed by the Organizer, unless otherwise agreed by the Parties,
- i) be fully responsible for the artistic performance of the Events towards the audience and Organizer, while the Partner bears all costs and is accountable for all injuries of internal and external performers and technical staff provided by the Partner, as well as for injuries of members of audience sustained due to the Partner's actions,
- j) enable free visual, audio and/or audio-visual recording of parts of all Events referred to in Article 1(2) of this Contract by media, Organizer and third parties participating in the Festival or by legal entities established by them, and grant them consent without payment to radio and television broadcasting of the aforementioned recordings and for promotional purposes (in particular by using these recordings in newsletters, bulletins, advertising facilities, in digital form on websites),
- k) ask the relevant copyright companies to authorise the use of authorial works and/or handle the copyrights and/or copyright-related rights in accordance with a specific regulation, to the extent and in the manner necessary to fulfil the subject matter of this Contract, and pay all royalties or other related fees connected with the execution of all Events referred to in Article 1(2) of this Contract within the Festival. In the event that the Partner does not do so, it shall bear the legal consequences of its actions (the Partner shall in particular indemnify the Organizer, pay any court fees, fees for the provision of legal services and any financial claims incurred by the Organizer in the event of their application by third parties to the Organizer),
- l) inform the Organizer well in advance before the execution of the Events, about the nature and conditions of the Events which will be held at the premises provided by the Organizer, in particular about:
 - a. the requirements for the use of pyrotechnic effects and naked flame during the Events,
 - b. own technical equipment for the Events, which is not provided by the Organizer,
 - c. stage design for the Events, which must be in accordance with the fire and safety regulations and regulations to protect the health and property, and measures for occupational safety; the compliance is firstly assessed by the security technician and consequently by the assisting fire service of the Organizer,
 - d. The Partner declares to have been informed prior to signing this Contract about all the conditions for using the stage technology and that only a professionally trained worker will handle it,
- m) use the premises provided by the Organizer only for the purpose agreed in this Contract and in the presence of the responsible employee of the Organizer,
- n) take care of the premises provided so that there is no undue wear or damage on them, and in case of damage the Partner is obliged to report it to the Organizer without delay,
- o) pay the invoice within its due period, which the Organizer shall issue to the Partner in the amount of expenditures

incurred by the Organizer in order to remove the damage to the premises provided by the Organizer in case the damage occurred through undue use of these premises or through omission by the Partner. This is without prejudice to the Organizer's right to claim damages and lost profits incurred due the inability to fully use the premises in which the damage occurred,

- p) notify the Organizer without undue delay of the necessary repairs to be made by the Organizer, otherwise the Partner shall be liable for any damage to the Organizer that will result from the failure to meet this obligation,
 - q) observe the prohibition to interfere with the construction parts/structures of the premises provided by the Organizer in any way without prior consent of the technical manager of the Organizer,
 - r) observe the prohibition to manipulate with the equipment in the premises provided by the Organizer, with any technical equipment on the stage, as well as with any technical equipment in other premises provided by the Organizer, unless otherwise provided in this Contract,
 - s) observe the non-smoking policy in the premises provided by the Organizer,
 - t) only move around in premises intended for the execution of the Events including in the adjacent access roads, while the Partner is obliged to follow the Organizer's instructions. It is explicitly stated that it is forbidden to enter premises that are not provided to the Partner for the execution of the Events (it is in particular obliged to adhere to the prohibition to enter the adjacent balconies of the Historical building and the Little Theatre of the State Theatre Košice, unless they are necessary for the execution of the Events),
 - u) maintain cleanliness and order in the premises provided by the Organizer,
 - v) bear full responsibility for any damage to property brought by the Partner to the premises provided by the Organizer,
 - w) meet all obligations arising from the Act no. 314/2001 Coll. on fire protection as amended and implementing regulation of Ministry of Interior No. 121/2002 Coll. on fire prevention as amended, according to instructions of the Organizer,
 - x) fulfil all obligations arising from the Act No. 79/2015 Coll. on waste as amended and the Decree No. 371/2015 Coll. for implementation of some provisions of the act on waste,
 - y) arrange the construction of the scene and installation of the exhibition and their dismantling at its own expense,
 - aa) after giving the each event, immediately clean out its items from the premises in which the event takes place, while the Partner acknowledges that the Organizer is otherwise entitled to relocate these items and store them appropriately at the Partner's expense.
2. By signing this Contract, the Partner acknowledges the fact that during the preparation and execution of the Events it is obliged to follow the instructions of the Organizer's employees who are in charge of the personnel and technical support of the Events, within the scope and purpose of this Contract, including the entrances to the reserved areas (especially audio and lighting booth, service lift), except for the entry of the person entrusted with provision of the Events by the Partner and instructed about the rights and obligations by the Organizer.
3. The Partner may only handle the technical equipment of the sound and lighting booth through a person with professional competence and under the supervision of the sound engineer and/or lighting engineer, or through stage technology staff specified by the Organizer. The Partner is obliged to demonstrate the professional competence upon request of the Organizer. The Partner undertakes to ensure that only the Organizer's employee, who is authorized to handle the lift by the Organizer, will handle the service lift in the historical building of the State Theatre Košice.
4. Parking of motor vehicles of the Partner may be arranged by agreement with the Organizer, at the place determined by the Organizer, while the Partner undertakes to notify well in advance before arriving at the place of the Festival, for what motor vehicle the parking is needed, including its license plate and also the date on which it is necessary to provide access to the Main Street in Košice in order to unload the accessories necessary for the execution of the Events.
5. The Partner hereby declares that it has all the necessary preconditions (in particular appropriate technical, organisational, personal and financial potential, as well as know-how and experience) for a proper fulfilment of the Contract in accordance with the applicable legal regulations and conditions set forth in this Contract.
6. The Partner further declares that the equipment and elements of the scene which make up its property, and the equipment of all events, meet all legal standards valid in the territory of the Slovak Republic and have all the required technical certificates and approvals. The Partner also declares that its technical and support staff has valid medical examinations and has been properly trained for the operation of such equipment and for the installation of the scene and props, and has received the required OHS and fire protection training according to the legal regulations in force in the Slovak Republic.

7. The Partner may not assign its rights and obligations under this Contract including any obligations arising from it to any third party, or subcontract the execution of this Contract without the Organizer's prior written consent.
8. The Partner is obliged to ensure that no loss or damage occurs to the items entrusted to it (for example chip cards for entry, keys, etc.). If the event of loss or damage to items entrusted to the Partner, thereby confirming a breach of obligation under this paragraph, for each such breach of obligation under the preceding sentence of this paragraph, the Organizer is entitled to a sanction and a financial compensation amounting to the value of the item entrusted to the Partner which was lost or damaged. The Organizer also has the right to compensation for damages exceeding the amount of the sanction. The Organizer invoices the financial claims under this Contract to the Partner who is obliged to pay the invoice within the maturity period.
9. For the purposes of this Contract, **Partner** means all persons who are, with the consent or knowledge of the Partner, present in the premises provided by the Organizer for the execution of the Events, or whose presence in these premises arises from the contractual relationship between the Organizer and the Partner with respect to the agreed purpose of this Contract, with the exception of employees or other responsible persons of the Organizer.

Article III

Rights and Obligations of the Organizer

1. The Organizer is obliged:
 - a) at the times specified in Annex 1 to this Contract, to make available to the Partner the Historical building of the State Theatre Košice, space in front of the Historical building of the State Theatre Košice and East Slovak Gallery along with the technical equipment of these premises, in order to execute the Festival Events agreed between the Parties,
 - b) in accordance with Annex 1 to this Contract, make available to the Partner the services agreed with the Partner in the work schedule – the stated services are provided at the time of the scene assembly, rehearsal, execution of the Events and dismantling,
 - c) to organise a promotional campaign for the Festival and the Events, where the Partner undertakes to provide the Organizer with the necessary collaboration. The choice of method and form of promotion including information and promotional materials and their quantity is left to the choice of the Organizer. The Organizer may use the Partner's name or logo in the promotional materials, without giving any additional fee to the Partner, and the Partner hereby agrees with it,
 - d) to ensure the sale of tickets, where the revenue from it shall be kept by the Organizer; the ticket prices for the Events shall be determined by the Organizer,
 - e) to report to the Partner on the sale of tickets for the Events within 14 days from the date of completion of the Festival,
 - f) to pay the Partner the fee as set out in Article V of this Contract,
 - g) to pay the accommodation costs for the persons agreed between the Parties based on the List of accommodated guests of the hotel, which forms Annex 2 to this Contract. All damages that may occur in a hotel room are the responsibility of the hotel guest staying in the room, or the Partner,
 - h) to provide the translation of scripts for the performances and subtitling for the performances at its own expense.
2. The Organizer is entitled to change the venue of the Events and notify the Partner without the need to conclude an amendment to this Contract. When choosing a new venue for each of the Events, the Organizer must respect Annex 1 to this Contract.
3. The Organizer is authorised through the Organizer's responsible employee (hereinafter referred to as "responsible employee") about which the Partner has been informed when signing the Contract (usually the head of theatre operation), **not to allow the Partner** to execute the Events if the Partner fails to respect or directly violates the instructions issued by the Organizer's assisting fire service and/or other events occur on the Partner's part, which directly endanger the health and/or life and/or property of the Organizer and/or third parties. The responsible employee shall make a report on not allowing the execution of the Events, which shall be signed by the responsible employee and the Partner. By signing this Contract, the Partner acknowledges that not allowing the execution of the Events under the preceding sentence does not give it grounds for compensation for any damage that may result from this (e.g. direct damage, loss of profit, etc.).

Article IV

Duration of Contract

1. This Contract is concluded for a fixed term, from the date of signature by all Parties, until **11.9.2019**. Termination of Contract shall not affect the fulfilment of the obligations, if by their nature they are to be fulfilled also after the termination of the Contract.
2. The Parties may terminate this Contract by:
 - a) agreement of Parties,
 - b) withdrawal from this Contract by one party.
3. This contractual relationship may be terminated at any time by agreement, and such agreement shall only be valid in written form. The Contract also specifies the settlement of potential liabilities and claims of the Parties, which may arise during the fulfilment of this Contract until its termination.
4. The Organizer is entitled to cancel the individual Event if the Partner fails to comply with the terms and conditions stipulated in this Contract. In such case the Partner is not entitled to compensation for any damage it may incur.
5. The Partner reserves the right to cancel the Event no later than 24 hours prior to beginning of the Event in case of unexpected insuperable obstacles which cannot be anticipated or prevented (sudden illness of a company member, provided that there is no substitute member at appropriate level, and the like). The Partner undertakes to pay the Organizer the expenses incurred in relation to cancellation of the Event.
6. If the Event does not take place for any other reasons on the part of any of the Parties, the concerned party shall pay to the other party all provable expenses incurred, no later than 15 days after the effective date of withdrawal from this Contract, by bank transfer to the account of the eligible party.
7. Effects of withdrawal from this Contract under the preceding provisions are present on the date on which the notice of withdrawal is provably placed under the power of disposal of the other party. If the other party refuses to accept the notice of withdrawal, the receipt is deemed to have occurred.
8. If the Event is cancelled due to force majeure (e.g. natural catastrophe) for which neither party is responsible, the Parties shall provide no compensation to each other. In such case all Parties shall have the right to withdraw from the Contract and each Party shall bear the costs at its own expense. The Parties are obliged to immediately inform each other about this fact. In case of notification carried out through electronic communication, the other Party shall confirm the receipt of such notification in the same way without delay. If the receipt of the notification is not received within 24 hours after the delivery of the e-mail related to the notification of force majeure, the notification is deemed to have been received.

Article V

Fee, amount and method of payment

1. The Parties have agreed on the Partner's fee for the execution of the subject matter of this Contract in the net amount of **2.700,- EUR (in word: two thousand seven hundred Euros), i. e. gross amount of 4.583,39 (in word four thousand five hundred and eighty-three Euros thirty-nine cents)**.
2. By signing this Contract, the Partner acknowledges that the Organizer's costs of Partner's accommodation present non-monetary income which is subject to income tax. The fee in a gross amount of **4.583,39** will be reduced by income tax of 19% and by the accommodation tax of 19% of accommodation costs (non-cash income).
3. The fee for the execution of the subject matter of this Contract will be paid by bank transfer to the Partner's account specified in this Contract, based on this Contract, in the form of an advance payment in the anticipated net amount until **30.8.2019**. Based on the received payment, the Partner is obliged to issue and deliver the advance invoice in the amount of the payment received, within 15 days of receipt of the payment. After executing the last Event, the Partner is obliged to send a tax document to the Organizer within 15 days – the reconciliation invoice which takes into account the received advance payment. The subject of the reconciliation invoice will be the gross amount, the difference between the gross amount and the payment received is the income tax, which the Organizer shall pay to the Tax Authority of the Slovak Republic. The date of taxable event is the date of execution of the last Event.
4. If the Partner cancels the execution of the Events, it is obliged to immediately return the received advance payment in full.
5. The Partner shall submit to the Organizer the original invoice which shall contain all the particulars according to act No. 222/2004 Coll. on Value Added Tax, as amended. In the event the invoice does not contain all the particulars, the Organizer is authorised to return the incorrect invoice to the Partner for revision. Hereby the due period of the incorrectly issued invoice is suspended. The new due period shall start to run from the day of delivery of the new invoice.
6. The Partner shall submit three copies of invoice to the Organizer.
7. In case there is a change in the accommodation and/or change in the number of accommodated persons, an amendment to the Contract shall be prepared due to the change in the gross amount of fee.

8. Taxation shall be carried out in accordance with the applicable regulations of the Slovak Republic, or based on relevant provisions of the double taxation treaty concluded between Lithuania and the Slovak Republic.
9. Both Parties have agreed to apply SHA (shared) bank charges to all payments under this Contract, transferred to accounts outside the Slovak Republic.
10. The Organizer undertakes to pay from the gross fees under this Contract, beyond them, any VAT at the rate in force at the date of the chargeable event.
11. The Organizer is responsible for any VAT deduction from the fees for the Events under the reverse-charge system.

Article VI

Final provisions

1. The person responsible for contact with the Partner and proper fulfilment of the Contract on behalf of the Organizer is the contact person specified in the heading of this Contract, i.e. Mgr. Lenka Papugová, e-mail: lenka.papugova@sdke.sk, phone: +421 907 104 044.
2. The person responsible for contact with the Organizer and proper fulfilment of the Contract on behalf of the Partner is Director Edvard Keizik, edvard.keizik@gmail.com, +370 652 64608.
3. Change of contact persons referred to in paragraph 1 and 2 of this Article does not require an amendment to this Contract, however, a relevant written notification to the other Party about the contact details of the new contact person is required.
4. This Contract shall enter into force upon signing by both Parties and it becomes effective on the day following its first publication in the Central Register of Contracts (www.crz.gov.sk) maintained by the Government Office of the Slovak Republic.
5. The Parties agree that any disputes arising during the execution of this Contract shall be settled primarily by agreement. In the event that agreement is not reached, the place of jurisdiction for any disputes arising from this Contract shall be the courts of the Slovak Republic.
6. All amendments to this Contract shall be made as a written amendment based on mutual consent of both Parties.
7. All annexes to this Contract form an integral part thereof.
8. This Contract is concluded in the Slovak and English language. All language versions are considered equally authentic. In the event of discrepancies between these language versions, the Slovak language version shall prevail.
9. This Contract is made out in four counterparts (two counterparts from each language version). Each Party shall obtain one counterpart from each language version.
10. Facts not governed by this Contract are governed by relevant provisions of the Commercial Code and the provisions of other generally binding legal regulations of the Slovak Republic that may be or are related to legal and other facts arising from this Contract.

In Košice on:

In Trakai on 2019-07-15

For the ORGANIZER

For the PARTNER

Mgr. art. Igor DOHOVIČ
General Director

Edvard KEIZIK
Director

List of Annexes:

1. Technical and organizational conditions of the Events
2. List of accommodated hotel guests