

AGREEMENT ON COOPERATION

Theatre Institute Bratislava

Registered address: Jakubovo námestie 12, 813 57 Bratislava
Represented by: Mgr. art. Vladislava Fekete ArtD, director
Legal form: contributory organization of the Ministry of Culture of the Slovak Republic
Company ID number: 164691
Tax registration number: 2020829921
Bank details:
(hereinafter referred to as "TI") as one contracting party

and

Compagnie Entre Chiens et Chats

Registered address: c/o Laura TEMIME, 3 villa des Iris, 75019 PARIS, FRANCE
Company ID number: N/A Register #20050003 in "Journal Officiel" on 15/01/2005
Tax registration number: N/A
Bank details:

conclude this agreement according to the provisions of Section 269, para. 2 of the Commercial Code:

Preamble

According to Rental Agreement No. MK-15/2013/M from 21 May 2013, concluded between TI and the Ministry of Culture of the Slovak Republic as the renter, TI is renting the property of the state – non-residential spaces, namely an operational space – Room No. 032 with a floor area 213.2 m² located on the ground floor of the building on Jakubovo Square No. 12 in Bratislava, recorded in the real estate cadastre register under file No. 4014, cadastre area Bratislava – Old Town. In line with the above mentioned agreement, TI is also entitled to use the said spaces for cultural purposes.

Article I

Subject of the Agreement

The subject of the agreement is the cooperation between the contracting parties on hosting the guest production:

Pulvérisés, which will be produced on **March 8th 2020 at 7pm in Studio 12**.

Article II

Rights and Duties of the Contracting Parties

1. TI agrees to:

- a) provide spaces to prepare and organize the project, and to present the production on March 8th, 2020.
- b) allow – on the days of the project's execution – audiences to enter the relevant premises
- c) perform all activities and take measures necessary to ensure the safety and health protection of persons present on the premises during the project's execution
- d) ensure the provision of the lighting, sound and projection technology that is the property of TI
- e) provide PR for the project, i.e. including the information on the website of Studio 12, and in the programme materials of Studio 12
- f) provide the sale of tickets for the performances via the portal www.navstevnik.sk

2. **Compagnie Entre Chiens et Chats agrees to:**

- a) provide staff for the project and ensure the project's execution
- b) provide a responsible technician for the construction and technical support of the production
- c) get hold of copyrights to present to project perform all tasks and take all measures necessary to effectively provide the premises (personal as well as material) in order to ensure that no damage is made to the premises shall the premises be damaged in any way, Compagnie Entre Chiens et Chats will be held liable for any damage that has not been caused by the technical condition of the facility and were incurred on the premises, as well as on the objects located therein and have been caused by those executing the project. Compagnie Entre Chiens et Chats shall also be liable for any potential damage done to the musical instrument on the premises – a Bohemia piano owned by the Music Centre and loaned by the Theatre Institute – caused by performers or the executors of the project
- d) perform all activities and take measures necessary to ensure the safety and health protection of persons present on the premises during the project's execution
- e) vacate the premises on the day of the project's execution by 10pm

Article III

Financial settlement

1. The contracting parties have agreed to financially settle the above mentioned project as follows: the earnings from the sale of tickets will be shared 50/50 between TI and Compagnie Entre Chiens et Chats.
2. The partners have agreed that the ticket price should be **8 € and 5 € (discount price for students, seniors and persons with severe health disabilities)**.

Article IV

Special provisions

1. If the obligation stipulated in Article II, para. 2, item d) concerning the presentation of the Studio 12 logo, Compagnie Entre Chiens et Chats shall remove the promotion materials and publish promotion materials at its own cost and in line with the contents of the obligation in question.
2. TI shall not be held liable for any health harm that might occur during artistic performance either in rehearsals or during the theatre production.
3. In accordance with Act No. 546/2010 Coll., which amends Act No. 40/1964, the Civil Code, as amended by later regulations and the amendments to other laws, Compagnie Entre Chiens et Chats agrees that the agreement be published on the website of the Theatre Institute, in the Central Register of Agreements. If the contracting party does not agree with the aforementioned provision, it has to take into account the fact that such agreement shall be considered invalid.

Article V

Other provisions

1. The contracting parties shall provide each other with collaboration while performing under this agreement.
2. If a date of the project presentation is cancelled by one of the contracting parties, this fact shall be communicated by the contracting party beforehand, no later than 5 days before the planned date of the project performance. If the fact is not notified to the other contracting party, the contracting party responsible for non-notification shall be sanctioned with a penalty in the amount of 40.98 € per day. If the project is not presented and this is caused by TI, Compagnie Entre Chiens et Chats shall be entitled to be provided with a substitute date to present the project as well as with the project's promotion. The obligation to announce and pay the contractual fee is not applicable in cases of grave and unexpected causes (illness of a performer, emergency conditions in the building, etc.)

Article VI
Termination of the Agreement

The agreement can be terminated by either of the contracting parties with a 14-day notice, which begins on the day when the termination notification is delivered to the other contracting party.

Article VII
Final provisions

1. Any changes and amendments to this agreement shall be in writing and must be signed by both contracting parties.
2. All other rights and duties ensuing from this contractual relationship shall be governed by the provisions of the Commercial Code of the Slovak Republic.
3. The contracting parties shall address any disputes that ensue in relation to this agreement first upon mutual agreement.
4. The agreement is concluded for a definite period of time, until April 8th 2020.
5. The Agreement comes into force on the day it is signed by authorized representatives of both contracting parties and becomes effective on the day following the day when it is published in the Central Register of Agreements.
6. The agreement is made in two original copies, one for each contracting party.
7. The contracting parties hereby declare that they have read the agreement, understood its content, which is in line with their free will, and that to prove this, they are attaching their signatures below.

In Bratislava, on

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TI

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Compagnie Entre Chiens et Chats