

# PRIVATE AGREEMENT

between

**Ilaria Scaffardi Artists Management**, Via Molossi 9 Parma Tax number: 02365930342  
hereinafter referred to as THE ORGANIZER

and

**The Slovak National Theatre (Slovenske narodne divadlo)**, Pribinova 17, SK-819 01 Bratislava  
Tax number: SK 2020829954  
hereinafter referred as to SNT BALLET  
represented by its general director Marian Chudovsky

## mutually agreed and accepted the following:

- 1) THE ORGANIZER engages SNT BALLET for one ballet performance on 14<sup>th</sup> May 2013, to be given in Modena at Teatro Comunale “Luciano Pavarotti”. The programme will be *Onegin* – Choreography of Vassily Medvedev – Music of P. I. Ciaikovskij.

Calendar:

- 12<sup>th</sup> May 2013: pre set up of the material of the theatre
- 13<sup>th</sup> May 2013: set up of scenery
- 14<sup>th</sup> May 2013: performance – *Onegin*, after set out of scenery.

- 2) THE ORGANIZER undertakes to pay to SNT BALLET, after receiving regular fiscal document for the scheduled performances, the sum of Euro 9.771

(nine thousand seventy hundred seventy one).

The total sum will be paid within one week after the performance by bank transfer to the following bank account:

SK 48 8180 0000 0070 0006 9886

SWIFT SUBASKBX

- 3) At charge of the ORGANIZER:

- a) Hotel for 2 technicians of SNT BALLET from 11<sup>th</sup> til 15<sup>th</sup> May 2013 (4 nights) in the 3 stars Hotel Europa in **one** double room

Hotel Europa  
Corso Vittorio Emanuele 52  
41121 Modena  
Tel +39 059 217721  
[www.hoteleuropa.it](http://www.hoteleuropa.it)

- b) Hotel for 7 technicians of SNT BALLET from 12<sup>th</sup> til 15<sup>th</sup> May 2013 (3 nights) in the 3 stars Hotel Europa in **three** double rooms and **one** single room
- c) Hotel for 42 members of SNT BALLET from 13<sup>th</sup> til 15<sup>th</sup> May 2013 (2 nights) in the 3 stars superior Hotel Eden in **13** triple rooms , one double and one single room

Hotel Eden  
 Via Emilia Ovest, 666  
 41100 Modena  
 Tel +39 059 335660  
 Fax +39 059 820108  
 www.hoteledenmodena.it  
 info@hoteledenmodena.it

- d) Hotel for 2 bus drivers from 13<sup>th</sup> til 15<sup>th</sup> May 2013 (2 nights) in 3 stars superior Hotel Eden
- e) Flight for 2 technicians from Vienna to Bologna on 11<sup>th</sup> May 2013 and back on May 15<sup>th</sup> 2013
- f) Flight for 7 technicians of SNT BALLET from Vienna to Verona on 12<sup>th</sup> May 2013
- g) Transportation by bus for 7 technicians from Modena to Bratislava on May 15<sup>th</sup>
- h) Transportation by bus of 42 members of SNT BALLET from Bratislava to Modena on 13<sup>th</sup> May 2013 and back on 15<sup>th</sup> May
- i) Expenses of the truck with scenery and costumes of SNT BALLET. The truck will be loaded on Saturday May, 11<sup>th</sup> at 8 o'clock. The SNT BALLET will provide the necessary staff to load and unload the truck on May, 15<sup>th</sup>
- j) To ensure that the performance venue is authorised for use and technically equipped, for set up and performance
- k) Dressing rooms with tables, chairs, mirrors, lights, showers with hot and cold water, washing machines of the theatre at disposal of SNT BALLET
- l) To provide the personell required for the box office, attendants and security (firemen, doctor, etc)
- i) To provide all the necessary material (lights, scenery, costumes) in order to represent the ballet
- l) To provide technical staff for set up loading and unloading of the material of the Company as per production schedule attached and which form part of the present agreement
- m) An adequate promotion of performances (posters, playbills, programs), following the indication provided by SNT BALLET about the names to be put in the promotional material. All promotional material provided by SNT BALLET to THE ORGANIZER has to be agreed with SNT BALLET before publication
- n) THE ORGANIZER will provide 10 copies of the programmes and 10 copies of playbills and posters
- o) THE ORGANIZER guarantees that the Theatre of Modena will pay to SIAE (Società Italiana Autori ed Editori) the royalties of 4% from the income of the box-office to the choreographer Vasily Medvedev on his bank account

Bank connection:

Account No.:

IBAN:

BIC:

p) Mineral water with dispenser on stage for SNT BALLET during set up, set out, rehearsals and performance

q) The presence of an accompanying person/translator for the whole period of staying of SNT BALLET in Modena.

**4) At charge of SNT BALLET:**

a) The fee of SNT BALLET and the relative fiscal charges and payments if foreseen

b) To provide to THE ORGANIZER A1 models (former E101) for all members of SNT BALLET, within 30<sup>th</sup> April 2013

c) To give to THE ORGANIZER all photo and biographical material and all necessary information in order to print the promotional material

d) to provide to THE ORGANIZER a detailed technical rider of the performance within March 2013. Each change or modification of the technical rider must be approved with THE ORGANIZER, which has the right to value the financial cost arising from these changes. If supplementary costs will arise for changes or mistake in the technical rider, these supplementary costs will be at the charges of SNT BALLET

e) To present an official and original document of the Slovak Ministry of Finance which confirm that the SNT BALLET has no permanent residency in Italy and pays all fiscal taxes in his country

**5) The ORGANIZER guarantees that the truck and the bus company will have insurance to cover any possible damage of the material of SNT BALLET (scenary, lights, costumes, props, audio ecc.) for the whole period of staying in the theatre. The responsibility is referred to robbery, damaging, fire, waterflood and for damages caused during set up, set out, load and upload of the material of SNT BALLET.**

**6) the technical rider and the technical schedule agreed between the parties form part of the present contract. Each changes of the technical rider must be discussed and accepted by both parties.**

**7) In case one or more members of SNT BALLET will be enable to dance due to illness, phisical inability or any other reasons which will be justified with a certificate, SNT BALLET guarantees a substitution within the cast of 36 dancers that will be accepted by THE ORGANIZER.**

**8) In case that the performance will be canceled by International laws recognised as Force Majeur such as natural disaster, war, national mourning or laws of public authorities, catastroph or epidemies the performance could be cancelled by one or the other parties with a written communication and the present contract will be solved.**

- 9) The unavailability of stage, the technical problems, strikes of any kind and nature or any other causes not involving SNT BALLET, that should inable the regular development of the performance will not be considered as force majeure and the ORGANIZER will have to honour the present contract.
- 10) The ORGANIZER agrees not to allow any photos TV and Radio or CD or DVD recording without prior agreement with the SNT BALLET. Recording for news broadcast and promotional purposes of maximum 3 minutes together with the recording for archive only will be agreed with the Company. Any other recording will be agreed with a separate agreement.
- 11) For whatever has not been specified in the present contract, reference is made to the current laws (Codice Civile) in Italy.
- 12) Any modification or addition to the present contract must be made and displayed in writing via fax and approved by both parties. The present contract will be undersigned and sent within 15<sup>th</sup> April 2013 together with an updated technical rider that must be approved by THE ORGANIZER.
- 13) The parties declare, as per art. 10 of Law 675/96, that the personal data assumed directly or from third parties will only be used for the purposes of the present contract, and on this understanding give their consent to its treatment.
- 14) The parties undertake to settle amicably any controversies which might arise in the interpretation and application of the present contract. Only in the event of controversies which cannot be reconciled amicably will the parties submit the controversy to a single arbiter nominated by the President of the Tribunal of Modena.

Red, approved and undersigned.

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Parma,  
ILARIA SCAFFARDI ARTISTS MANAGEMENT  
THE ORGANIZER  
Mrs Ilaria Scaffardi

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Bratislava,  
LEGAL REPRESENTATIVE  
SLOVAK NATIONAL THEATRE  
Mr Marian Chudovsky