

# PRIVATE AGREEMENT

between

**ASSOCIAZIONE CULTURALE FM** Via Valsavaranche 73, 00141 Roma, Italy, CF e P.  
Iva: 10424041001

hereinafter referred to as “**THE ORGANIZER**”,

represented by: Marina La Scala

and

**The Slovak National Theatre**, Pribinova 17, SK-819 01 Bratislava, Slovakia, DIČ 2020829954

hereinafter referred to as “**THE THEATRE**”

represented by: Marian Chudovsky, General Director of the SNT  
Jozef Dolinsky, Director of the SNT Ballet

## **mutually agreed and accepted the following:**

- 1) THE ORGANIZER engages THE THEATRE for four (4) ballet performances on **31<sup>st</sup> July, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> August 2013**, to be given in Rome at “GLOBE THEATRE” and one (1) performance on **5<sup>th</sup> August 2013** at “PUCCINI FESTIVAL” in Torre del Lago. The programme will be “ROMEO AND JULIET” – Choreography by Massimo Moricone, music by Sergei Prokofiev. THE THEATRE is the owner of the staging and pursuant to the licence granted is authorized to the public performance of the work in the form of the performance in front of the audience.

Time schedule:

- 26<sup>th</sup> July 2013: air transport of 28 persons to Rome
- 27<sup>th</sup> July – 30<sup>th</sup> July 2013: rehearsal process in Roma
- 28<sup>th</sup> July 2013: air transport of 5 persons to Rome
- 31<sup>st</sup> July – 3<sup>rd</sup> August 2013: performance at “GLOBE THEATRE” in Rome
- 4<sup>th</sup> August 2013: transport of 33 persons to Torre del Lago, preparation of the performance in Torre del Lago,
- 5<sup>th</sup> August 2013: performance in Torre del Lago, “PUCCINI FESTIVAL”
- 6<sup>th</sup> August 2013: transport of 33 persons to Vienna

2) THE ORGANIZER undertakes to pay to THE THEATRE, after receiving regular fiscal (tax) documents for the scheduled performances, the amount of **46.000,– EUR net** (in words: **fourty six thousand euro net**). The total amount will be paid to THE THEATRE within twenty one (21) days after the accomplished performance upon receiving the invoice, to the following account of THE THEATRE:

**Bank details:**

**Account number:**

**IBAN:**

**SWIFT:**

3) At charge of the ORGANIZER:

- a) To provide and pay hotel in Rome for 28 members of THE THEATRE from 26<sup>th</sup> July till 4<sup>th</sup> August 2013 (9 nights) and in Torre del Lago from 4<sup>th</sup> August to 6<sup>th</sup> August 2013 (2 nights); 3 or 4 stars hotel without breakfast – single, double and triple rooms according to accommodation list provided by THE THEATRE,
- b) To provide and pay hotel for 5 members of THE THEATRE in Rome from 28<sup>th</sup> July to 4<sup>th</sup> August 2013 (7 nights) and in Torre del Lago from 4<sup>th</sup> August to 6<sup>th</sup> August 2013 (2 nights); 3 or 4 stars hotel without breakfast – single and double rooms according to accommodation list provided by THE THEATRE,
- c) To provide and pay hotel for 2 drivers of THE THEATRE in Rome from 25<sup>th</sup> July to 26<sup>th</sup> July (1 night) without breakfast,
- d) To provide and pay hotel for 2 drivers of THE THEATRE in Torre del Lago from 5<sup>th</sup> August to 6<sup>th</sup> August (1 night) without breakfast,
- e) Transportation of 28 members of THE THEATRE on 26<sup>th</sup> July 2013 from the airport in Rome to the hotel according where they will be staying,
- f) Transportation of 5 members of THE THEATRE on 28<sup>th</sup> July 2013 from the airport in Rome to the hotel according where they will be staying,
- g) To provide and pay the transportation of all 33 members of THE THEATRE to the place of the rehearsals and the performances in Italy,
- h) To provide and pay transportation of the costumes and props from Rome to Torre del Lago.
- i) To provide and pay the transportation of 33 members of THE THEATRE on 6<sup>th</sup> August 2013 from Torre del Lago to the airport in Florence,
- j) To provide the guest performing artists approved by THE THEATRE and pay them for the licence granted and for the appearance in the performances. Costs for the transport to the performances and for the accommodation in Italy, as well as for the air transport to Italy are at charge of the ORGANIZER,

- k) To provide, make/manufacture and pay the costumes for the guest performing artists. Some costumes of the THEATRE will be used for guest performing artists but the ORGANIZER will give them back in the same shape of their arrival.
- l) To provide and pay the costs connected to the place of the performance (theatre, amphitheatre etc.),
- m) To provide, that the place of the performances is approved (authorized) for such purpose and technically equipped and realization of the performances is feasible,
- n) To provide the usual conditions for the performing artists and for the technical staff of THE THEATRE in place of execution of the performances. To provide the set (scenery),
- o) To provide necessary technical and service staff in place of execution of the performances according to specification and requirements of the choreographer and stage director,
- p) To provide the cleaning, washing and drying of the costumes or of their parts and to comply with hygiene requirements connected to the realization of the performances,
- q) To provide the dance studio for the rehearsals necessary to the realization of the performances,
- r) To provide the material, lighting and sound equipment according to specification and requirements of the choreographer and stage director,
- s) To provide adequate promotion of performances (posters, playbills, programs), following the indication provided by THE THEATRE. All promotional material provided by THE THEATRE to THE ORGANIZER has to be agreed by THE THEATRE before publication,
- t) To provide THE THEATRE with 10 copies of bulletins and 10 copies of posters,
- u) To pay to Editore Casa Ricordi Milano, the manager of copyright, licence fees and author's fees in Italy, the fee for the use of the sheet music in the event of the presentation of the work with the recording and to pay all charges connected to the presentation of the work. THE ORGANIZER declares that he obtained the right to perform the work from the authors, or authorized the third person to perform such a duty. THE THEATRE is not responsible for failure to comply with such duties taken over by THE ORGANIZER,
- v) To provide the safety of the costumes and props to prevent stealing from the time of receipt of the material from THE THEATRE to the time of its submission to THE THEATRE. THE ORGANIZER guarantees the full insurance of the carriers in Italy. THE ORGANIZER is responsible for any possible damages of the equipment of THE THEATRE (set, lights, costumes, props, audio devices etc.) for the whole period of staying in the theatre, or during the transportation. 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 THE THEATRE. The THEATRE has to send to the ORGANIZER a full list of costumes and props; the list must contain the value of each item.

- w) In the event of the loss, damage or robbery THE ORGANIZER undertakes to cover the damage to THE THEATRE.
- x) To provide the insurance of the costumes and props from the moment of the receipt of the material from THE THEATRE to the time of its submission to THE THEATRE,
- y) To provide mineral water with dispenser (automatic water dispenser) on stage for THE THEATRE during set up, set out, rehearsals and performance.
- z) To comply with all safety rules, hygiene standards, fire regulations and standards to protect the health of the members of THE THEATRE.

4) At charge of THE THEATRE:

- a) to provide and pay the transportation of 28 persons of THE THEATRE from Bratislava to Vienna Airport on 26<sup>th</sup> July 2013,
- b) to provide air transport from Vienna to Rome for 28 persons of THE THEATRE on 26<sup>th</sup> July 2013,
- c) to provide and pay the transportation of 5 persons of THE THEATRE from Bratislava to Vienna Airport on 28<sup>th</sup> July 2013,
- d) to provide air transport of 5 persons of THE THEATRE from Vienna to Rome on 28<sup>th</sup> July 2013,
- e) to provide air transport of 33 persons of THE THEATRE from Florence to Vienna on 6<sup>th</sup> August 2013,
- f) to provide and pay the transportation of the costumes and props from Bratislava to Rome on 26<sup>th</sup> July 2013.
- g) to provide and pay the transportation of the costumes and props from Torre del Lago to Bratislava on 6<sup>th</sup> August 2013,
- h) to ask the Social Insurance Agency for A1 form (former E101) to all the members of THE THEATRE after conclusion of the contract. THE THEATRE will send the confirmed application to THE ORGANIZER via e-mail,
- i) to provide THE ORGANIZER all photo and biographical material and all necessary information in order to print the promotional material,
- j) to provide to THE ORGANIZER a detailed technical rider of the performance. Each change or modification of the technical rider must be approved by the stage director and choreographer,
- k) To present THE ORGANIZER an official and original document of the Slovak Ministry of Finance which confirm that THE THEATRE has no permanent residency in Italy and pays all fiscal taxes in Slovak Republic (tax domicile),

- l) to provide the recording of the work that is an integral part of the performance “ROMEO AND JULIET”,
  - m) to provide costumes and props for the performers of THE THEATRE,
  - n) to provide the cast of the dancers, consulted with and approved by the stage director and choreographer,
  - o) to provide and pay the accident insurance for 33 participants of the touring program and send a copy of the document to the ORGANIZER before July 26<sup>th</sup>.
- 5) The technical rider, technical schedule and the rehearsal schedule and the schedule of the performances was agreed by both contractual parties. Any changes exceeding the provisions of this contract must be discussed and accepted by both parties.
- 6) In the event that one or more members of THE THEATRE will be unable to dance due to illness, physical inability or any other reason which will be justified with a certificate, THE THEATRE does not guarantee a substitution among the present dancers without reducing the number of the dancers in the corps.
- 7) In case that the performance will be cancelled by International laws recognized as Force Majeur such as natural disaster, war, national mourning or laws of public authorities, catastroph or epidemics, the performance could be cancelled by one or the other parties with a written communication and the present contract will be terminated.
- 8) The unavailability of stage, the technical problems, strikes of any kind and nature or any other causes not involving THE ORGANIZER, that should inable the regular development of the performance will not be considered as force majeure and the ORGANIZER will have to comply with the present contract.
- 9) The ORGANIZER agrees not to allow any photography, TV or Radio or CD or DVD recording without prior agreement of THE THEATRE (without an agreement with THE THEATRE exceeding this present contract). THE THEATRE gives approval for recording for news broadcast and promotional purposes of maximum 3 minutes together with the recording for archive purpose only. Any other recording will be agreed in the form of separate agreement.
- 10) THE THEATRE gives approval to THE ORGANIZER for the making of the documentary audio – visual recording of the performance of 20 minutes for the Classica – Sky Arte company. THE ORGANIZER gives approval to THE THEATRE for the making of the documentary

audio – visual recording of the performance of 26 minutes for RTVS (Radio and Television Slovakia).

- 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 and approved by both parties. The present contract will be undersigned and sent within 25<sup>th</sup> July 2013.
- 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 Rome.

Read, approved and undersigned.

**THE ORGANIZER:**

Rome, ..... July 2013  
FM Artists Management

Francesca Macchia

**THE THEATRE:**

Bratislava, ..... July 2013  
Slovak National Theatre

Marian Chudovsky  
General Director of the SNT

Jozef Dolinsky  
Director of the SNT Ballet