

## **Agreement no.**

concluded in Rzeszów on 15.06.2018 by and between:

**Teatr im. Wandy Siemaszkowej in Rzeszów (Wanda Siemaszkowa Theatre in Rzeszów)** with its registered office at Sokola 7, 35-010 Rzeszów, TIN: 813-02-66-769, entered in the Register of Podkarpackie Province Cultural Institutions under no. 7/99,

represented by:

– **Jana Nowara, General Manager**

hereinafter referred to as “the Organizer”

and

**Puppet Theatre Kosice** with its registered office at Tajovského 4, 04001 Košice TIN: 31297811,

represented by:

– **Pavol Hrehorčák, Director**

hereinafter referred to as “the Partner”,

jointly referred to as “the Party” or “the Parties”.

The Parties agreed as follows:

### § 1

The subject of this Agreement is setting forth the terms and conditions of cooperation in the co-organization of the TRANS/MISJE International Art Festival Rzeszów-Kosice-Ostrava-Debrecen-Lviv-Troki, to be held in Rzeszów (Poland) from 25.08.2018 to 31.08.2018 (“the Festival”).

### § 2

1. Under this Agreement, the Partner is obliged in particular to:

- 1) Perform (twice) on the Theater Maska’s Big Stage (Rzeszów, ul. Adama Mickiewicza 13) the play entitled “Hľadá sa snehuliak!” directed by Peter Palik with agreed cast and scheduled date of 29.08.2018 at 15:00 and 16:00.
- 2) Comply with the OHS and fire protection regulations applicable to the space provided by the Organizer;
- 3) Provide the Organizer all related advertising materials, i.e. posters, leaflets, photographs, trailer, by 20.07.2018 at the latest. The Partner agrees to use said materials free of charge to promote the Festival and the events mentioned in point 1 of the agreement;
- 4) Deliver to the Organizer, by 15.07.2018 at the latest, the script of the play in order to ensure its translation;
- 5) Transport, the company of actors, technical and administrative personnel necessary to perform the event mentioned in point 1 of the agreement, as well as pay all required costs and related remunerations;
- 6) Transport, stage design, costumes and props to the event mentioned in point 1 of the agreement;
- 7) Provide the Organizer with the schedules of stage works and a technical rider for the event mentioned in point 1 of the agreement in English, which constitute Appendix 1 to this agreement.
- 8) Be entirely responsible for the artistic shape of the event towards the Audience and the Organizer.
- 9) Enable recording of a fragment of the event mentioned in point 1 of the agreement by media and grant consent to the radio and TV broadcasting of said recording.
- 10) Pay due royalties for the performance of the event mentioned in point 1 of the agreement within the Festival.

2. The Partner hereby represents that it has suitable technical and organizational, personal and financial potential as well as the know-how and experience that allow for due performance of this Agreement in compliance with best the practices and knowledge, applicable laws and the terms and conditions set forth

in this Agreement.

3. The Partner further represents that the equipment and stage design elements that constitute its property and the setting of the event meet all statutory norms and have all required technical certificates and approvals and meet the conditions set forth in the Regulation of the Minister of Culture and National Heritage of 15 September 2010 on occupational safety and hygiene during the organization and performance of stage shows (Journal of Laws 2010, no. 184, item 1240 as amended), and its technical and auxiliary personnel have valid medical check-ups and have been duly trained to operate such equipment and assemble the stage design and decorations and received the required OHS and fire protection training. The Organizer and the Partner shall appoint an OHS and fire protection coordinator.
4. The Partner undertakes not to interfere in the buildings construction and elements without previous permission from the technical manager of the Organizer and shall not attempt, on its own, to start-up the facilities of the building and shall behave in such a way that prevents any damage in the Organizer's buildings and, in the case such damage occurs, the organizer shall promptly communicate this fact to the Partner who undertakes to bear full liability for any proven damage related to the preparation and performance of the Play and to compensate such damage.
5. The Partner represents that it prepared the event indicated in §2 of this Agreement and is the legal owner of copyrights and related rights to this events. The Partner further declares that the title to perform the Play for and before the public belongs exclusively to the Partner and none of the actors, performers, interpreters or any other parties directly or indirectly participating in the public performance of this event shall be entitled to any claims arising from the events or otherwise related thereto.
6. The Partner undertakes to be liable for explaining and satisfying claims that might be made by other parties not participating in the preparation or public performance of the event, who might think they possess some title to said event and claims arising from said title, and to indemnify and hold the Organizer harmless against any third parties as well as to redress and remedy all damages (including court fees, attorney fees and any ordered or agreed monies), which the Organizer incurs in the event of any such claims by third parties.
7. The Partner may not assign its rights and duties, including all liabilities, arising from the agreement to any third parties, or subcontract the execution of this agreement without the prior written consent of the Organizer, otherwise the agreement becomes void and null.

### §3

1. The Organizer is obliged to:
  - 1) Make available to the Partner within the time indicated in the schedules of works (Appendix no. 1): the stage, the backstage with technical equipment and dressing rooms and the service agreed with the Partner and included in the schedule of works –said service being provided for the time of stage design assembly, rehearsal, performance proper and disassembly;
  - 2) Organize an advertising campaign for the event, sale of tickets, audience service and fire protection assistance service;
  - 3) Forward to the Partner the reports on ticket sales for the events within 7 days from the date of performance;
  - 4) Make the car park at its own seat available to the Partner's vehicles used for transport of the company of actors and auxiliary staff operating the stage design and other necessary equipment;
  - 5) Pay the cost of accommodation for the company of actors, technical and administrative personnel necessary to perform the play between 29.8.2018 and 30.8.2018 based on the hotel list, which constitutes Appendix 2 to the Agreement. Any damages that might occur in a hotel room shall be the liability of the hotel guest occupying such room or the Partner.
  - 6) Ensure translation of the scripts at its own expense.
2. The prices of the tickets shall be set by the Organizer.
3. All income from the sales of the tickets belongs to the Organizer.

4. The choice of the advertising method and form, including information and promotional materials and their quantity, shall be left to the discretion of the Organizer. The Organizer may, with no additional remuneration to the Partner, use the Partner's name or logo on promotional materials, to which the Partner hereby gives its consent.

#### §4

1. The person in charge of contact with the Partner and due performance of the Agreement on behalf of the Organizer shall be Izabela Dudek, e-mail: [i.dudek@teatr-rzeszow.pl](mailto:i.dudek@teatr-rzeszow.pl), tel. +48 601 599 022.
2. The person in charge of contact with the Organizer and due performance of the Agreement on behalf of the Partner shall be Ladislava Juhászová, e-mail: [juhaszova@bdke.sk](mailto:juhaszova@bdke.sk), tel: +421907903776
3. The change of the persons indicated in sec. 1 and 2 above does not require any change in /or amendment to the Agreement, but a relevant written notice to the other Party about a new person being authorized to cooperate and coordinate the performance of the Agreement.

#### §5

1. This Agreement expires with no financial consequences notwithstanding of the date, if there occur circumstances beyond control of the contracting Parties, i.e. war, social unrest, epidemics and natural disasters.
2. The Party claiming force majeure shall promptly notify the other Party about such fact, but no later than within 3 days from the day any such force majeure occurred, via electronic mail, under pain of nullity and invalidity. Each Party shall promptly acknowledge receipt of such notice by means of the same method. No response from one Party within 24 hours from the time of sending the e-mail by the other Party shall be deemed as a receipt of such notice.
3. A breach of contractual obligations by either Party may be treated as a breach of Agreement and trigger all consequences related hereto.
4. In all other cases of a breach of the Agreement, in particular the non-performance of the event mentioned in §2 point 1 of the agreement:
  - 1) due to reasons attributable to the Partner, the Organizer shall be paid a contractual penalty of PLN 4 000;
  - 2) due to reasons attributable to the Organizer, the Partner shall be paid a contractual penalty of PLN 4 000;
  - 3) The Parties may seek supplementary damages on general terms that exceed the contractual penalties provided for hereto.

#### §6

This Agreement shall be governed, interpreted and construed in accordance with Polish law.

#### § 7

The Parties shall do their best to settle possible disputes that may arise from this Agreement, in an amicable way. However, the disputes which will be impossible to settle amicably shall be resolved by competent courts of law having jurisdiction over the Organizer's registered office.

#### § 8

1. All amendments to this Agreement must be done in writing under pain of nullity.
2. All the Appendices to this Agreement constitute its integral part.

#### § 9

In all matters not governed by this Agreement, relevant laws and regulations of the Civil Code shall apply together with the Act on the Copyright and Related Rights.

§ 10

This Agreement has been drawn up in two counterparts, one for each Party.

Appendices:

1. Schedule of stage works and technical rider
2. Hotel list

For the ORGANIZER

For the PARTNER