

Agreement No. NK-251-7-2021
concluded on 02.07.2021 between:

Wanda Siemaszkowa Theatre in Rzeszów located at ul. Sokoła 7, 35-010 Rzeszów, Poland, NIP [Taxpayer ID No.]: 813-02-66-769, entered in the Register of Cultural Institutions of the Podkarpackie Province under number 7/99

represented by:

– Director Jan Nowara

hereinafter referred to as the Organiser

and

Puppet theatre of Košice located at Tajovského 4, 04001, Košice, Slovakia

NIP [Taxpayer ID No.]: 31297811,

IBAN: SK96 8180 0000 0070 0018 5422,

SWIFT: SPSRSKBA

represented by:

– Statutory representative Pavol Hrehorčák

hereinafter referred to as the Partner

collectively referred to as the Party or Parties

with the following content:

§1

The subject of this agreement is to establish the principles of partnership in the field of co-organisation of the International Festival of Arts TRANS/MISSIONS – THREE SEAS INITIATIVE, which will take place in Rzeszów (Poland) on 20–22, 26–29.08.2021 (hereinafter referred to as the Festival).

§ 2

1. In pursuing the objectives of this Agreement, the Partner is obliged in particular to:

- 1) Stage the spectacle “**Chaplin**” directed by Braňo Mazúch (hereinafter referred to as the Spectacle) on the Organiser’s Small Stage (ul. Sokoła 7, Rzeszów, Poland) with an agreed cast on 22.08.2021 at 16:00. The duration of the spectacle is approx. 55 min.
- 2) Read and follow the guidelines of the Ministry of Culture and National Heritage published on the website: <https://www.gov.pl/web/kultura/wytyczne-dla-organizatorow-impres-kulturalnych-i-rozrywkowych-w-trakcie-epidemii-wirusa-sars-cov-2-w-polsce>
- 3) Observe the safety and fire protection regulations applicable on the Organiser’s stage.
- 4) Comply with the provisions of the SECURITY PROCEDURES APPLICABLE OVER THE PANDEMIC PERIOD IN THE WANDA SIEMASZKOWA THEATRE IN RZESZÓW related to the prevention of SARS-CoV-2 (or other COVID-19 inducing genotypes), which are attached as Annex No. 1 to this Agreement.
- 5) Provide the Organiser, not later than 15.07.2021, with advertising materials concerning the Spectacle: posters, leaflets, photos, trailer – the Partner hereby agrees to their free use to promote the Festival and the Spectacle.
- 6) Transport and provide the acting team, technical and administrative staff necessary to stage the Spectacle, as well as to pay all necessary costs and salaries of the staff.
- 7) Transport and provide scenery, costumes and props for the Spectacle.
- 8) Provide the Organiser, not later than 02.07.2021, with a stage rider and stage work schedule – related to the Spectacle, constituting Annexes No. 2 and 3 to this agreement.
- 9) Take full responsibility for the artistic shape of the Spectacle towards the audience and the Organiser.
- 10) Enable the media to record a fragment of the Spectacle and to consent to radio and television transmission of a fragment of the Spectacle.
- 11) Pay royalties related to staging of the Spectacle during the Festival.

- 12) Submit its current tax residency certificate issued by an appropriate authority – at the latest on the day the invoice is delivered.
2. The Partner declares that it has the appropriate technical and organisational, personal and financial potential, as well as the knowledge and experience to properly perform the subject of this agreement.
3. The Partner is responsible for the performance of the subject of the Agreement with due diligence, according to the best practice and knowledge, with applicable regulations in this area, under the conditions specified in this agreement
4. The Partner declares that the equipment and decoration and scenery elements, as well as the stage action of the Spectacle, which constitute its property, meet all legally required standards, have all necessary certificates and technical approvals, meet the conditions set out in the Regulation of the Minister of Culture and National Heritage concerning occupational health and safety in organizing and realizing public entertainment (Journal of Laws of 2016, item 1814), and its technical and support staff have current medical examinations and have been properly trained in the use of this equipment and the installation of decoration and scenery elements, as well as the safety and fire protection regulations.
The Organiser and the Partner will appoint a coordinator to supervise the health and safety at work and fire protection.
5. The Partner undertakes not to interfere in the construction and elements of the building without the permission and prior consent of the Organiser's technical manager, not to run the building's equipment on its own, and to behave in a way that prevents damage to the Organiser's facility – if such damage is found, the Organiser will immediately inform the Partner, who undertakes to bear full responsibility for all proven damage related to the preparation and staging of the Spectacle and will compensate for the damage.
6. The Partner declares that it has prepared the Spectacle referred to in §2 of the Agreement and that it holds full copyright and related rights to the Spectacle. The Partner declares that the rights associated with the public staging of the Spectacle remain exclusively with the Partner and that none of the actors, performers, interpreters and other persons who directly or indirectly participate in the public staging of the Spectacle have the right to make any claims in connection with the Spectacle.
7. The Partner undertakes to bear responsibility for explaining the claims and settling claims that could be made by other entities not participating in the preparation or public staging of the Spectacle, which believe they have a right to it and can make claims, including releasing the Organiser from liability to any third party, as well as compensating the Organiser for any damage (including costs of litigation, legal fees and monetary amounts awarded or agreed upon in the settlement) that the Organiser would incur in case of any third party claims.
8. The Partner may not transfer rights and obligations, including claims, arising from the agreement to a third party, or entrust the performance of the agreement to another contractor without the consent of the Organiser, expressed in writing under pain of nullity.

§3

1. The Organiser is obliged to:
 - 1) Provide the Partner, at the time specified in the work schedule (Annex No. 3), with the stage, facilities with technical equipment and wardrobes and the staff agreed with the Partner and included in the work schedule for the time of assembly, rehearsal, spectacle and disassembly.
 - 2) Organise advertising of the Spectacle, ticket sales, audience service and firefighting assistance service.
 - 3) Provide the Partner with reports on the sales of tickets for the Spectacle within 7 days from the date of the Spectacle .
2. Prices of tickets to the Spectacle shall be determined by the Organiser.
3. The Organiser shall own the income from the sale of tickets to the Spectacle.
4. The choice of the method and form of advertising, including information and promotional materials and their quantity shall be at the discretion of the Organiser. The Organiser may, without additional remuneration for the Partner, use the Partner's name or logo on advertising materials, to which the Partner agrees.

§4

The Organiser is obliged to bear the following costs resulting from the execution of the agreement:

- 1) A fee for the Spectacle in the amount of 1800 gross (in words: one thousand eight hundred EUR), payable by bank transfer to the account indicated on the invoice within 14 days from the date of receipt of a correctly issued invoice by the Partner, issued and delivered to the Organiser after the Spectacle.

This amount constitutes a total settlement between the Organiser and the Partner for all the provisions contained in this agreement.

- 2) Accommodation costs for the acting team, technical and administrative staff necessary to stage the Spectacle from 21.08.2021 to 22.08.2021 on the basis of a hotel list, which is attached as Annex No. 4 to this Agreement. The Partner undertakes to provide the hotel list by 15.07.2021. The persons registered at the hotel or the Partner shall be liable for any damage to property of the hotel.

§5

1. The person responsible for contact with the Partner and execution of this agreement by the Organiser is Izabela Dudek, e-mail: i.dudek@teatr-rzeszow.pl, tel. +48 601 599 022.
2. The person responsible for contact with the Organiser and execution of this agreement by the Partner is Peter Orgován, e-mail: orgovan@bdke.sk tel. +421 907 152 323.
3. A change of the persons mentioned in paragraphs 1 and 2 above does not cause a necessity to amend the agreement, but only to inform the other Party in writing about a new person authorised to collaborate and coordinate the execution of the agreement.

§6

1. This Agreement shall expire and shall have no financial consequences regardless of the date if there are causes beyond the control of the Contracting Parties.
2. The Party citing the circumstances of Force Majeure shall notify the other Party immediately, no later than 3 days from the occurrence of the event constituting a case of force majeure by e-mail, under pain of losing the right to cite the circumstances of Force Majeure. Each Party is obliged to immediately confirm, using the same method, its acceptance of the notification. Lack of reaction from one Party within 24 hours from the moment of sending the notification by the other Party is equal to the acceptance of the notification.
3. A failure to comply with any of the obligations of the parties may be regarded as a breach of agreement with all ensuing consequences.
4. In all other cases of failure to comply with the Agreement, in particular failure to stage the Spectacle specified in § 1.1 of the Agreement:
 - 1) for reasons attributable to the Partner, the Organiser will receive a contractual penalty of 600 EUR.
 - 2) for reasons attributable to the Organiser, the Partner will receive a contractual penalty of 600 EUR.
 - 3) The Parties allow for the possibility of claiming additional compensation on general terms over and above the stipulated contractual penalties.
5. If non-execution or inadequate execution of the agreement is caused by actions of the authorities related to the current state of epidemic or epidemic threat, such as, for example: movement restrictions, prohibition of organising events, reduction of the number of participants in the event, the party not executing or inadequately executing the agreement cannot be charged with a contractual penalty.
6. In the event members of the Partner's acting team, as well as technical and administrative staff fail to comply with the guidelines of the Polish authorities and the authorities of the Partner's country issued in connection with COVID-19 epidemiological situation (mandatory quarantine or self-isolation or requirement for additional medical tests, as requested by the competent local authorities) or with the authorities' recommendations in particular with regard to EU COVID certificates to be held by members of the Partner's acting team, as well as technical and administrative staff, if such action or omission by the members of the Partner's acting team, as well as technical and administrative staff results in non-performance of the

Agreement or improper performance of the Agreement by the Partner, such situation may not be regarded as caused by force majeure. If it is necessary to carry out additional medical tests for members of the Partner's team, all the related costs shall be borne by the Partner.

§ 7

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Poland.

§ 8

The parties shall use their best endeavours to resolve any disagreements that may arise in the course of this agreement amicably. Disputes that cannot be resolved by this means shall be settled by the common courts of the proper jurisdiction for the registered office of the Organiser.

§ 9

1. Any amendments to this agreement must be made in writing under pain of nullity.
2. The Annexes to the Agreement form an integral part thereof.

§ 10

In matters not covered by this Agreement, the relevant provisions of the Polish Civil Code and the Copyright and Related Rights Act shall apply.

§ 11

The Agreement has been drawn up in two identical copies, one for each party.

Annexes:

1. Security procedures applicable over the pandemic period in the Wanda Siemaszkowa Theatre in Rzeszów.
2. Stage rider
3. Stage work schedule.
4. Hotel list.

In Rzeszów, date: 26.07.2021

In Košice, date: 16.07.2021

ORGANISER

Les Nowara

PARTNER

Pavol Hrehorčák