

GUEST PERFORMANCE CONTRACT

concluded in accordance with § 1746, Article 2 of the Law 89/2012
et seq of the Civile Code, as amended

between

Národní divadlo Brno, příspě. org. (National Theatre Brno)

Seat: Dvořákova 11, 65770 Brno (CZ)

VAT: CZ00094820

duly represented by Mr. MgA Martin Glaser, director

Registered in the Commercial Register at the Regional Court in Brno, section
Pr, insert No 30

Bank: UniCredit Bank

IBAN: CZ4927000000002110126631

SWIFT: BACXCZPPXXX

(hereafter „Organizer“)

on the one side

and

Kunsthuis Opera Vlaanderen Ballet Vlaanderen v.z.w.

Seat: Van Erbornstraat 8, 2018 Antwerp, Belgium

Tax residency: Belgium

VAT: BE 0890 626 977

Represented by Dr. Aviel Cahn, Intendant and

by Mr. Bart Van der Roost, general director

Bank: ING Belgium NV, Sint-Michielswarande 60, B-1040 Brussel

IBAN: BE78 3630 2889 1286

SWIFT/BIC: BBRUBEBB

(hereafter „OV“)

on the other site

§ 1 Object and purpose of the contract

Within the framework of the project „JANÁČEK BRNO 2018 – 6TH INTERNATIONAL OPERA AND MUSIC FESTIVAL“ close the contracting parties the following agreement:

The Organizer invites OV to perform one scenic performance „**The Makropulos Case**“ by **Leoš Janáček on November 25, 2018 at 19:00 at the Janáček Theatre in Brno** according to the terms and conditions outlined herein and OV is obliged to perform the above mentioned performance under the negotiated conditions and with a high professional achievable artistic level.

The subject of this contract is the accomplishment of the artistic performance.

The production schedule, the rooming list, the casting list, the staffing list agreed by both parties are part of the agreement and are added as annexes.

NdB1

§ 2
§ 2 Pricing arrangements

The price consist of:

1. The remuneration charged for the performance of Euro 130.834,11 gross, ie 111.209,- Euro net.
2. The real costs of transporting musical instruments Antwerp-Brno-Antwerp including the costs of the insurance the music instruments against all risks, upon invoice of Opera Vlaanderen transport company. Maximum 11.000,- €.
3. The real costs of transport and accommodation in Belgium amounting to a maximum of 18.950,- Euro.
4. The real costs of handling and technical support of the aforementioned production in Belgium in the amount of 6.000,- Euro maximal.
5. The real costs of air tickets for OV's Company from Brussel to Vienna and back (may be 6 air tickets Brussel to Vienna and back to other destination in Europa by aircraft, train or car) for up to 106 people in economy class according to the schedule in the Annex No. 5 to the contract. The organizer will provide co-operation by the arrangement of this transport. The flight tickets will be booked and paid by OV.

6. In addition to the above payments, the Organizer will provide the VO the following performance:

- a) The accommodation incl. buffet breakfast of the OV's Company in the Hotel Continental Brno during their stay in Brno due to the technical preparation, rehearsals and performances as follows:

b)

8 single rooms	19.11.-27.11.2018
1 single room	21.11.-27.11.
2 single rooms	21.11.-26.11.
3 single rooms	22.11.-27.11.
86 single rooms	23.11.-26.11.
4 double rooms	23.11.-26.11.
<u>108 pax in total</u>	

The organizer will pay this accommodation to the hotel directly. The organiser will only cover the above mentioned accommodation with breakfast, no other services and any charges.

The accommodation list is given in Annex 2 to this Contract.

- c) Transport of scenic equipment by 4, max. 5 trucks, including insurance during transport, to the insurance value of 300.000,- Euro, the specification for the insurance purposes will send OV to the Organizer in time, from Antwerp to Brno and back according to the schedule in Annex No. 7 to the contract. The organizer will pay the transportation directly to the trucking company.

The schedule of the truck transportation of the equipment, details of the needed trucks and specification of the transported equipment for the reasons of insurance and eventual customs inspection are listed in the Annex No 7 to the contract.

- d) - bus transportation of the VO's Company from the Vienna Airport in the hotel in Brno and back by busses. The organizer will pay the above bus transportation directly to the bus carrier.
- the transportation of the smaller groups from Vienna Airport in the hotel in Brno and back as follows:

8 pax – NOV 19 – Vienna – Brno
3 pax – NOV 21 – Vienna – Brno
4 pax – NOV 22 – Vienna – Brno
12 pax – NOV 27 – Brno - Vienna

Method of payment

- e) The amount under § 2, point 1. of this contract will be paid as follows:

1st instalment amounting to 35.000,- Euro gross, ie 29.750,- Euro net after signing the contract by both parties on the basis of the invoice issued by OV due within 14 days of its delivery to the organizer

2nd instalment amounting to 30.000,- Euro gross, ie 25.500,- Euro net on November 1st 2018 on the basis of the invoice issued by OV due within 14 days of its delivery to the organizer

Remaining amount due of 65.834,11 Euro gross, ie 55.959,- Euro net, will be paid after the performance on the basis of the invoice issued by OV due within 14 days of its delivery to the organizer.

- b) The amounts covering the costs referred to in points 2 to 5 above will be paid after the performance given in § 1 of this contract based on the invoices issued by OV due within 14 days of its delivery to the organiser, accompanied by copies of supplier invoices documenting the actual costs incurred.

Only the incurred costs will be covered by the Organizer..

- c) The amount covering the cost of the flight tickets according to item 5 above shall be paid by the Organizer in favour of the VO account in advance in the amount and in the time according to the conditions the chosen airline on the basis of the VO invoice accompanied by a copy of the airline's invoice

Only an amount covering the costs of a maximum of 106 flights for the member of the VO involved in the hosting according § 1 of the contract in economy class will be paid in accordance with the schedule set out in Annex 5 to the contract.

The organizer will not pay any fees resulting from an increase in the number of flight tickets, their changes or cancellations made after the deadlines set by the airline.

The organizer is able to collaborate when booking tickets.

- d) All payments will be made on the basis of invoices issued by OV, by wire transfer to the OV account.
- e) The contracting parties agree upon SHA (shared) of the banking charges for all payments based on this contract.
- f) The organizer undertakes to pay possible VAT at the rate applicable on the date of the taxable transaction in addition to all amounts paid to OV under this contract.

The VO will provide the Organizer with an official document that it was not established for business purposes when signing this contract.

g) In addition the Organizer undertakes to provide at his own expense:

- makes available Janáček Theatre building for the preparation, rehearsal and performance, including the standard services associated with such performance namely the needed stage-, lighting- and sound equipment, technical and service staff according to the agreement the attachment No 4 and in the technical rider
- shall send the drafts for the license agreements to Kornel Mundruczó, stage director, Monika Pormale, set and costumes designer and Felice Ross, light designer no later than 2 months after the signature of the contract between OV and the Organizer and pay the agreed license fees.
- provide 6 local extras for the rehearsal and performance in Brno.
- pay the rent of scores including all applicable performance rights to the Czech publisher Dilia Prague. On request the Organizer will provide a copy of the contract with Dilia Prague.

h) The income of ticket selling for the performance in § 1 contract belongs to the Organizer.

§ 3 The taxation

The taxation of the amounts above will be provided in the Czech Republic in accordance with the relevant laws of the Czech Republic resp. according to the Agreement on the Avoidance of Dual taxation between the Czech Republic and Belgium.

§ 4 Duties of OV

The OV shall provide for the guest performance in question the soloists, conductor, orchestra, technical and support staff required to carry out the performance, as well as a complete stage set, costumes and musical instruments. The Organizer will complement OV's technical staff in accordance with the attachment No 4 to this contract.

The OV undertakes to ensure and pay

- all costs associated with the rehearsals for the production in question, realized in Belgium and with the rehearsals and performance in Brno referred to in § 1
- air tickets for the whole company Brussels-Vienna-Brussels
- the bus transport of the whole company from Antwerp/Ghent to Brussels and back
- transport of the music instruments from Antwerp/Ghent to Brno and back including insurance the instruments against all risks

The OV will submit the cast of the soloists to the Organizer upon signing the contract as the Annex No 3 to this contract.

The changes of the cast for serious reasons are subject to the organizer's prior consent.

On request, the OV shall submit to the Organizer the promotional material, photographs and CVs to be used for promotional purposes and for publication in the festival catalogue, free of charge and free of third party rights.

The OV will submit its tech.rider to the Organizer till September 15, 2018 as Annex No 4..

OV shall pass on to the Organizer a copy of all invoices for the amounts referred to in § 2, points 2-5 of the contract, for the purpose of billing and taxation no later than December 17, 2018.

The OV undertakes to submit to the Organizer an official confirmation that OV was not established for business purposes, no later than by the signing of the contract,

The OV will arrive at the location on time, to be able to start its performance at the agreed time.

The OV is obliged to ensure the safety of goods and other equipment which will be brought to the Organizer's theatre premises in connection with the performance, and is aware that the Organizer does not bear any responsibility for any damage to these goods, unless this is caused by the Organizer or its transport company.

The visiting artist ensemble – OV - furthermore undertakes to comply **the fire and safety regulations, given in the Attachment No. 6 to this contract, applicable to the visiting artist ensembles at the National Theatre in Brno, contributory organisation, Dvořákova 11,602 00 Brno**“ which becomes an integral part of this contract.

§ 5 Duties of the Organizer

The Organizer undertakes to:

- Pay the price of the performance and fulfil its obligations as set out in in this contract.
- Ensure adequate promotion of the performance and the sale of tickets.
- Ensure technical requirements and provide technical staff as agreed by both parties.

§ 6 Compensation for damage

In the case of force Majeure each party shall bear its own costs.

In the case of force Majeure, both parties shall be relieved from their duty related to partial or complete fulfilment of the contract obligations. Case of force Majeure are unforeseen events of extraordinary nature that could not be affected.

If the performance set out under § 1 hereto does not take place for a reason attributable to the Organizer, OV shall be entitled to reimbursement of proven costs already incurred in relation to this guest performance.

If the Organizer withdraws from this agreement and communicates it to OV later than 6 (six) months before the date of the performances stated in § 1, the Organizer shall replace the real damage incurred and lost profits. The proven amounts of damages and lost profits will be credited to the advances already paid in favour for OV by the Organizer. The difference between the amount of the advance payments and the amount of the real damage and loss of profit shall OV transfer to the above-mentioned organizer's account no later than on December 15, 2018.

If the performance referred to in § 1 of the contract does not take place for a reason attributable to OV, OV shall not be entitled to any financial performance under this contract. Besides that OV is obliged to return the advance payments made before and to compensate the Organizer for a damage incurred and loss of profit, no later than on December 15, 2018.

§ 7 Various

The Organizer will endeavour in all advertising and publicity to present OV as follows:

Opera Vlaanderen

The OV shall receive 4 (four) complimentary tickets in the good category for the performance stated in § 1 of this contract.

The OV grants to the Organizer the right to film fragments of the rehearsal or performance no longer than 3 minutes for use in advertising, informative or archive purposes without additional charges.

The OV agrees audio and DVD recording of the whole performance only by Organizer for his internal archive purpose.

The Organiser is free to use OV's logo to advertise this performance. The Organizer will placed logo of OV in the festival materials.

Statutory press licence:

Both sides take cognisance of the fact that Paragraph 89 of the Civil code and § 34, Article b) of the Law of Copyright applies to this contract, namely that whoever makes reasonable use of the work in current reporting does not infringe the Law of Copyright.

§ 8 Final provisions

1. Any changes or integrations to this contract are possible only upon mutual written agreement of the Parties.
2. This contract is governed by the legal code of the Czech Republic.
3. The Parties will endeavour to resolve all problems by an amicable agreement. If they fail to reach an agreement, the competent court in Brno will decide.
4. Both Contracting Parties agree to the publication of this Agreement in its entirety in the Register of Treaties pursuant to Act No. 340/2015 Coll. (Law on the Register of Treaties) and on the profile of the publisher „The National Theatre Brno, p.o.” pursuant to Act No. 134/2016 Coll., on Public Procurement.
5. This contract is made in two equal copies, of which, after the signature thereof, the Organizer will obtain one copy and OV one copy.
6. The Agreement shall enter into force on the date of signature of both Contracting Parties and into effect on the date of its publication in the Register of Treaties.

Attachment No.1: production schedule – will be add on September 15,2018 at the latest

Attachment No 2: rooming list

Attachment No 3: cast list

Attachment No 4: technical rider - will be add on September 15,2018 at the latest

Attachment No 5: schedule of the flights incl. numer of the traveling peoples

Attachment No 6: the fire and safety regulations in the National Theatre Brno applicable to the visiting ensembles

Attachment No 7: schedule of the transportation of the equipment, details concerning the trucks and specification of the transported equipment for the insurance purposes and possible inspection by customs


Attachment No 8: Official confirmation that OV was not established for business purposes

In Brno, on 17 -07- 2018

Národní divadlo Brno, p.o. Kunsthuis Opera Vlaanderen Ballet Vlaandere v.z.w.


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MgA Martin Glaser, ředitel

NdNB Národní
divadlo
Brno
příspěvková organizace
Dvořákova 11, 657 70 Brno
IČ: 00094820 • DIČ: CZ00094820


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Ayiel Cahn, Intendant

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Bart Van der Roost, general director



Attachment No.6
Fire protection and occupational safety training for visiting artist ensembles
at the National Theatre in Brno, contributory organisation, Dvořákova 11, 602
00 Brno

A. In the interest of fire protection at the NDB, all visiting artists shall:

1. In doing any work or exercising any activity, behave in a way preventing from the occurrence of a fire, follow fire protection instructions and issued precautions, bans and instructions related to fire protection. They shall become familiar with the workplace fire regulations, fire alarm instructions of the NDB and the evacuation plan.
2. Any observed fire event shall be promptly extinguished using available fire extinguishers and if not possible, a fire alarm shall be promptly raised and assistance shall be called up as per the fire alarm regulations. Fire in the NDB buildings shall be reported to the reception, fire reporting office. In containing and extinguishing a fire or and any other natural disasters or incidents, everyone shall provide personal and material assistance (see Act No. 67/2001 Sb. § 18 and 19) as requested by the incident commander.
3. Each person shall report the occurrence of a fire at a workplace to his/her supervisor or to the fire reporting office.
4. It shall be ensured that after finishing any work at the workplace, the workplace shall be left in a safe condition and any defects that could cause a fire event shall be promptly reported to the supervisor.

It is strictly forbidden to smoke in the NDB buildings. The only exemption is the smoking room in the Mahen Theatre. The buildings are visibly marked with a safety sign „No smoking“. Cookers and any other appliances that are not in the possession of the NDB may not be used in the NDB buildings.

B. All artists visiting the NDB shall ensure the following in the interest of H&S:

1. Follow legal regulations concerning H&S that they have been duly familiarised with.
2. Behave in a way not putting their health and the health of their colleagues at risk.
3. Duly treat any injury (first aid kits are located in the theatre) and report them promptly to the direct supervisor (stage manager) who will make a record in the „Performance report“.
4. Not consume alcohol or any narcotics at the NDB, not come to work under their influence and follow the no-smoking ban.
5. Not perform any work on el. installations unless the person holds the required qualification (Reg. No. 50/1978 Sb.), strictly restrict the work to the operation of machines, instruments and equipment that the person is authorised or instructed to operate. Not to remove covers and intervene in live parts, in the event of a defect the machine shall be promptly disconnected and the defect reported to the supervisor.

Only qualified persons may work on electric circuit parts.

6. Report to the direct supervisor all shortcomings and defects that might endanger H&S and take part in their remedying as reasonably possible.
7. Undergo an examination carried out by the NDB senior staff, safety technician or a public authority to identify whether the staff are not under the influence of alcohol or any other narcotics. Training is the responsibility of the appointed member of the visiting ensemble:

