

Bábkarská Bystrica 2012
Double impulse

XVIIIth annual volume of the international
festival contemporary puppetry theatre
for adults and children.



Bábkarská Bystrica 2012
Dvojité impulz

XVIII. ročník mezinárodního festivalu
súčasného bábkového divadla
pre dospelých a pre deti.

CONTRACT OF PERFORMANCE OF THE THEATRE SHOW

The Contract made between
the Theatre Ensemble: Fundacja Działań Kreatywnych Coincidentia
Address: ul. Krucza 24/22, 16-010 Wasilków
Represented by: Paweł Chomczyk
Company registration number (IČO): REGON 200021409
Tax identification number (DIČ): NIP 966 179 04 00
Bankers: PKO BP S.A.
Bank account number: PL 83 1020 1332 0000 1502 0253 3842
Code bic: BPKOPLPW

(hereinafter referred to as the "Theatre Ensemble")

and

the Organizer:

BÁBKARSKÁ BYSTRICA 2012 – Puppetry Festival

Bábkové divadlo na Rázcestí, Skuteckého 14, 974 01 Banská Bystrica

Represented by: Mgr. art. Iveta Škripková, Director of Bábkové divadlo na Rázcestí

Company registration number (IČO): 359 85 381

Tax identification number (DIČ): 20 21 49 66 09

Bankers: Štátna pokladňa

Bank account number: 7000 395 737 / 8180

IBAN: SK 68 8180 0000 0070 0039 5737

(hereinafter referred to as the "Organizer")

I.

Subject of the Contract

The subject of the Contract is the performance of the theatre show Turandot
director Paweł Passini at the International Festival Bábkarská Bystrica 2012. Dvojité impulz
(Puppetry Bystrica 2012. Double Impulse) held from 28 September to 3 October 2012 in Banská
Bystrica (hereinafter referred to as the "Festival").

II.

Rights and Obligations of the Contract Parties

The Theatre Ensemble undertakes to:

- a) perform the theatre show: Turandot

The author: Paweł Passini

Adaptation: Paweł Passini

The title of the play: Turandot

Venue: Theatre tent, Park under The SNU Monument, Banská Bystrica

Date: 3th OCTOBER

The beginning of the performance: 16:00

The beginning of the stage construction: 6:30

Performance space rehearsal: Theatre tent, Park under The SNU Monument

Dismantlement of the stage: 17:10 , venue vacating: 19:10

perform the show on the top artistic level;

- b) provide the Organizer with promotion materials for the show;
- c) send the certificate to the Festival regarding the settlement of copyrights and pertaining author honorariums for presentation of the show at the Festival;
- d) inform on presentation of the theatre show at the Festival via web-page and theatre programme poster and to ensure promotion of the Festival (promotion banner, mention in a relevant section of web-page, active link at www.bdnr.sk, indication of date and logo of the Festival on a monthly programme poster, etc. – as agreed);
- e) allow recording of the show for the Organizer's documentary purposes;
- f) allow photography of the show for the Organizer's documentary purposes;
- g) inform the press centre and PR manager of the Festival (name, E-mail, telephone) on interviews provided to media during the Festival. While providing the interviews the Theatre Ensemble shall ensure that the media will inform on participation of the Theatre Ensemble or an artist at the Festival;
- h) allow TV and broadcasting staff the recording for newscast, information and promotion purposes free of charge;
- i) provide the Festival with information on technical and organizational requirements;
- j) adjust time of construction and dismantling of the stage according to time conditions of the Festival;
- k) in cooperation with technical staff of the Festival to ensure due test of interpreting equipment or subtitling equipment;
- l) ensure necessary stage properties that are inevitable for the show performance, as agreed;
- m) the Organizer is not responsible for insurance of the persons working for the Theatre Ensemble

The Organizer undertakes to:

- a) provide the Theatre Ensemble with required technical conditions and theatre show conditions;
- b) ensure that the stage will be ready on the day of the performance 3th OCTOBER from 6:30 to 19:10;
- c) ensure necessary services on the day of the performance (fireman, cloakroom, usherette);
- d) ensure the promotion-advertising of the show in all Festival materials;
- e) provide necessary technical staff as the service for the show (lighting technician, sound engineer, stage technician);
- f) ensure advance sale and regular sale of tickets for the show;
- g) ensure the agreed beginning of the show;
- h) provide and bear costs of accommodation for the ensemble members – in total of 16 persons (8x men and 8x women) from 2th OCTOBER to 4th OCTOBER i.e. 2 nights;

III.

Financial Settlement

1. The Organizer undertakes to make payment of the honorarium for the presented show to the Theatre Ensemble in the amount of 1468 EUR / in words: one thousand four hundred sixty-eight EUR.
2. Costs of performance realization in the amount: 2 000 EUR (transport charges) / in words: two thousand.

The sum of the agreed honorarium mentioned above relates to ONE presented theatre shows.

The Organizer is obliged to make payment of the honorarium agreed in this Contract for the theatre show performed properly and in time upon presentation of the invoice issued by the Theatre Ensemble – within 14 days maturity period of receiving the invoice via bank transfer to the bank account of the Theatre Ensemble kept in PKO BP S.A. Bank, account No.: PL 83 1020 1332 0000 1502 0253 3842

IV.

Annexes

The Theatre Ensemble shall provide the Organizer with information on all technical and organizational requirements. The following documents and materials signed by both Contract Parties are the Annexes to this Contract.

V.

Final Provisions

- a) The Organizer may cancel the contractually agreed theatre show (or participation of the Theatre Ensemble at the Festival) no later than 30 days in advance of the performance date and without any claim of the Theatre Ensemble to payment of contractual fine.
- b) The Theatre Ensemble has the right to cancel the show only in the event of serious illness of some of the main protagonists, if there is no possibility to ensure proper replacement so that the show retains the required standard.
- c) The Theatre Ensemble is allowed to cancel the show only in the event of serious illness of one of the main representatives, in the case when there is no possibility of adequate replacement of the representative at the required level. In the event the Theatre Ensemble cancels the show for the reasons mentioned in par. b) Article V. herein or for any other reasons, it is obliged to compensate to the Organizer the penalty in the sum of 50% of the agreed honorarium mentioned in the Article II herein. Such agreed compensation shall be due upon the invoice issued by the Organizer 14 days after its delivery.

VI.

- a) Any changes or amendments to this Contract have to be in writing and approved upon signing by both Contract Parties.
- b) The Contract is made in three originals, two originals shall be for the Organizer and one original for the Theatre Ensemble.
- c) The Contract Parties declare hereby that their legal capacity is not limited and they have read the Contract and have understood its content, and the Contract is an expression of their free and serious will. In witness thereof they attached their own signatures thereto.
- d) This Contract shall become effective upon signing by both Contract Parties.
- e) Both Contract Parties undertake to fulfil consistently the conditions of the Contract and thus to ensure the success of the Festival.

In Banská Bystrica, this day on 20.8.2012

In Osiek, this day on 23.08.2012

BANSKÉ DIVADLO NA RÁZCESTI
ul. Skuteckého č. 14
975 90 BANSKÁ BYSTRICA

For the Organizer of the Festival
Mgr. art. Iveta Škrpová

PREZES ZARZADU
For the Theatre Ensemble
Pawel Chmielewski

FUNDACJA DZIAŁAŃ KREATYWNYCH
COINCIDENTIA
16-010 Wasilków, ul. Krucza 24/22
tel. +48 601 179 070
NIP 966 179 04 00 REGON 200021409