Bábkarská Bystrica 2012 Double impulse

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



Bábkarská Bystrica 2012 Dvojitý impulz

XVIII. ročník medzinárodného festivstu súčasného bábkového divadla pre dospolých a pre deti.

CONTRACT OF PERFORMANCE OF THE THEATRE SHOW

The Contract made between the Theatre Ensemble: Poznańska Fundacja Artystyczna. The ATOFRI Theatre Address: Ul. Rybaki 22/22, Poznan, 61-883, Poland
Represented by: Bogdan Żyłkowski
Company registration number (IČO): (REGON) 632507557

Tax identification number (DIČ): (NIP) 7821469411

Bank account number: BZ WBK PL 66 1090 1346 0000 0000 3400 0329

SWIFT: WBKPPLPPXXX

(hereinafter referred to as the "Theatre Ensemble")

and

the Organizer:

BÁBKARSKÁ BYSTRICA 2012 - Puppet Festival

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

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

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')

Subject of the Contract

The subject of the Contract is the performance of the theatre show Mr. Satie – Made in Paper, director Beata Bablinska, Monika Kabacińska at the International Festival Babkarská Bystrica 2012, Dvojitý impulz (Puppet Bystrica 2012, Double Impulse) held from 28th of the September to 3th of the October 2012 in Banská Bystrica (hereinafter referred to as the "Festival").

11

Rights and Obligations of the Contract Parties

The Theatre Ensemble undertakes to:

a) perform the theatre show:

The author: Beata Bąblińska, Monika Kabacińska Adaptation: Beata Bąblińska, Monika Kabacińska The title of the play: Mr. Satie – Made in Paper Venue: Theatre hall. PTAC, Banská Bystrica Date: 29th of SEPTEMBER (one performance)

The beginning of the performance: 9:00 am

The beginning of the stage construction: 6:00 – 9:00 pm (28th of September) and 7:00 – 9:00 am (with technicians, 29th of September)

Performance space rehearsal: Theatre hall, PTAC, Banská Bystrica

Dismantlement of the stage, venue vacating: till 10:30 am

b) perform the show on the top artistic level;

c) provide the Organizer with promotion materials for the show;

 send the certificate to the Festival regarding the settlement of copyrights and pertaining author honorariums for presentation of the show at the Festival;

- 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);
- f) allow recording of the show for the Organizer's documentary purposes;

g) allow photography of the show for the Organizer's documentary purposes;

- h) 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:
- allow TV and broadcasting staff the recording for newscast, information and promotion purposes free of charge:

provide the Festival with information on technical and organizational requirements;

- in the event the Organizer is no able to arrange all technical and special requirements mentioned in the list of technical requirements of the theatre, to ensure own technical equipment and special technical equipment, as agreed;
- adjust time of construction and dismantling of the stage according to time conditions of the Festival;
- in cooperation with technical staff of the Festival to ensure due test of interpreting equipment or subfitting equipment:
- n) ensure necessary stage properties that are inevitable for the show performance, as agreed;
- inform the Organizer on type of insurance policies of all members of the ensemble and technical staff. The Theatre Ensemble is fully responsible for complete insurance of all persons and property of the theatre during its stay at the Festival.

The Organizer undertakes to:

- a) provide the Theatre Ensemble with required technical conditions and theatre show conditions;
- ensure that the stage will be ready on the day of the performance from 6:00 9:00 pm, 28th of September from 7:00 to 10:30 am. 29th of September
- 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;
- q) ensure the agreed beginning of the show;

b) provide and bear costs of accommodation for the ensemble members – in total of <u>4 persons</u> (2x men and 2x women) from <u>28th of SEPTEMBER to 1st of OCTOBER</u> i.e. <u>3</u> 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 <u>920</u> EUR *I* in words: <u>nine hundred and twenty</u> EUR.

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 - The ATOFRI Theatre within 14 days maturity period of receiving the invoice via bank transfer to the bank account of the Theatre Ensemble kept in BZ WBK Bank, account No.; PL 66 1090 1346 0000 0000 3400 0329 SWIFT: WBKPPLPPXXX.

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:

1. Document of fire adaptation of the scene and stage properties

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) 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 costs arising during the preparation of the show and the costs that are necessary for replacement of the show, if the sum of these expenses is higher than contractually agreed honorarium mentioned in Article II herein. In such event the Theatre Ensemble is obliged to pay to the Organizer the difference between the costs pertaining to alternative programme and the agreed amount of honorariums as per this Contract. Such agreed compensation shall be due upon the invoice issued by the Organizer after the performance of the other than the agreed show.

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 3.4.444.

In PO>NAN this day on 15,09, 2012

POZNAKSKA PUNIMCJA ARTYSTYCZNA 61-834 Poznań, ul. Rydaki 22/22 tel flex (0 prefix 61) 853-37-34 Regon 632507557, NIP 782-14-69-411

For the Theatre Ensemble

T 9/5 90 BANSKA BYSTRICA
For the Organizer of the Festival

PÁSKOVÉ DIVÁDLO NA BÁZCESTÍ ni. Skuteckého č. 14

Mgr. art. lveta Škripková