

## Contract to perform a theatrical performance number 13/2024

### Parties

Contractual party 1: Divadlo Jána Palárika v Trnave /Ján Palárik Theater in Trnava/  
Headquarters: Trojičné námestie 2, 917 01 Trnava  
Representative: Mgr. art. Zuzana Hekel – director  
Company registration number: 00228681  
VAT number: 2021133609  
ID VAT number: SK2021133609 – person registered for tax according to §7 of the VAT Act  
Bank connection: National Treasury  
Account number: SK 72 8180 0000 0070 0049 7418  
E-mail: [djp@djp.sk](mailto:djp@djp.sk)  
(hereinafter referred to as "DJP")

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Contracting Party 2: Instytut Kultury Miejskiej  
Headquarters: Targ Rakowy 11, 80-806 Gdańsk  
Representative: Barbara Sroka – acting director  
Company registration number: 12/11 RIK  
ID VAT number: 5833123864  
Bank connection: PKO SA  
IBAN: PL22 1240 5400 1978 0010 4257 3783  
E-mail: [sekretariat@ikm.gda.pl](mailto:sekretariat@ikm.gda.pl)

(hereinafter referred to as "visiting theatre")

### Article I. Subject of the contract

1. The subject of this contract is the cooperation of the contracting parties in organizing one (1) theatrical performance of the production **Święta. Rodzina**, director: Michał Buszewicz, author: Michał Buszewicz, within the Teen Theater Fest 2024, organized by DJP in Trnava from 22nd to 26th June 2024.
2. The visiting theater undertakes to stage a theatrical performance on **25<sup>th</sup> June 2024 at 10:00** (10 am) at **Main hall of Ján Palárik Theatre**.

## Article II. Financial conditions

1. For the performed performances, DJP undertakes to pay the visiting theater the agreed remuneration in the amount of **850 EUR**. A withholding tax of 19% will be deducted from the remuneration by DJP in accordance with the applicable tax legislation in the Slovak Republic.

1049.38 EUR = gross income

199.38 EUR = tax 19%

850 EUR = net income for payment

This amount is final and includes all costs incurred by the visiting theater in order to be able to fulfill the subject of the contract. DJP will pay the remuneration after deducting the withholding tax from the fee on the basis of an invoice issued by the visiting theater, due within 30 calendar days from the date of its delivery.

2. All copyrights in connection with the performance are fully the responsibility of the hosting theater.
3. The VAT liability will be settled by DJP in accordance with the transfer of tax liability mechanism and the legislation in the Slovak Republic. The visiting theatre should include the following text on the invoice: "transfer of tax liability to the recipient". All income from admission to the theater performance belongs to DJP.

## Article III. Obligations of the contracting parties

1. The visiting theater undertakes:
  - a) ensure at own expense health and travel insurance for all members of the artistic and technical ensemble and inform the DJP about it;
  - b) to provide DJP with promotional materials for the theatrical performance to the required extent (photos, annotations, reviews, etc.);
  - c) provide DJP with the original text of the staged play and English subtitles of the play by 7<sup>th</sup> June 2024 at the latest;
  - d) inform the DJP of any media output to which the visiting theater will be approached in connection with its performance at the festival;
  - e) provide the organizer with requirements for the technical equipment of the playing area and requirements for the services of the technical staff (technical rider), which is an integral annex to this contract;
  - f) to carry out the technical preparation of the performance, lighting and sound test before the theater performance, while the guest theater will provide sound and lighting with its

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own equipment and at the same time will also use the lighting and sound equipment available to DJP.

- g) comply with all safety and fire protection regulations applicable to the premises in which hosting will take place;
- h) ensure the artistic quality of the performance in accordance with the standards of the festival;
- i) to provide a person who will cooperate in subtitling the performance.

2. DJP undertakes:

- a) provide the visiting theater with accommodation for 16 people for 2 nights in an accommodation facility in a pre-agreed standard as follows:
  - accommodation of technical staff: (23.6.-25.6.2024)
  - accommodation of artists: (23.6.-25.6.2024)
  - accommodation of production workers: (23.6.-25.6.2024)All costs arising from non-compliance with this schedule are covered by the visiting theater.
- b) ensure the organization of the show, promotion and sale of tickets;
- c) prepare Slovak subtitles for the performance based on the sent text of the play;
- d) ensure the technical conditions for the performance of the show according to the sent technical rider as follows:
  - enable scene construction from 14:00 (2 pm) on 24<sup>th</sup> June 2024
  - prepare a dry and clean stage for the space rehearsal
  - ensure the service of technical staff from 14:00 (2 pm)
  - provide dressing rooms for performers
  - provide a dressing room for technical staff from
- e) ensure compliance with the ban on recording the theater performance in any form of image and sound recording (video recording, photography, etc.) without the consent of the visiting theater.

#### **Article IV. General conditions**

- 4. If the visiting theater cancels the agreed performance due to a serious illness of one of the protagonists, who cannot be fully replaced without losing the artistic quality of the performance, all costs incurred up to the moment of cancellation of the performance will be divided equally between both parties to the contract.
- 5. If the visiting theater cancels the agreed performance for other reasons, all costs incurred, including the cost of a replacement performance, are covered by the visiting theater.
- 6. DJP can cancel the agreed performance in case the visiting theater does not comply with the contractual terms and/or threatens the good name of the festival for other reasons.
- 7. DJP will not provide additional technical requirements that were not included in the technical rider or in the official correspondence of the contracting parties.

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8. DJP assumes no responsibility and does not take custody of any items owned by the visiting theater.
9. All exceptional situations that occur during the organization of the show, the contractual parties will try to resolve by agreement, so as not to jeopardize the festival's program, its level and reputation.
10. All rights and obligations not regulated by this contract are governed by the laws of the Slovak Republic.

#### **Article V. Final provisions**

11. Comments and amendments to the contract can only be made in writing and after the agreement of both contracting parties.
12. The contracting parties declare that the contract was not concluded under pressure and by their signature declare that they agree with its content and that they will voluntarily fulfill the contractual conditions based on their serious interest and free will.
13. This contract becomes valid on the day it is signed by both contracting parties and becomes effective the day after the day of publication according to special legal regulations. The contracting parties acknowledge that this contract is in accordance with Act No. 546/2010 Coll., which amends Act No. 40/1964 Coll. The Civil Code, as amended and which amends some laws, by a mandatory published contract.
14. This contract is drawn up in four copies, of which two copies will be received by the DJP and two copies by the guest theater after both parties have signed them.

In Trnava on 18.6.2024

In Gdańsk on 18.06.2024

  
Master of Art. Zuzana Hekel  
DJP director

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