

CONTRACT

BETWEEN

ART FRACTION FOUNDATION, hereinafter referred to as the **FOUNDATION**

Art Fraction Foundation, ul. Garbary 14/6, 61-867 Poznań, Poland

VAT number: PL 972 122 40 94

Chamber of commerce: 301642790

Represented by: Barbara Małeckai (member of the board) & Mateusz Okonek (member of the board) hereinafter referred to as the **ORGANISER**,

and

Divadlo Jána Palárika v Trnave /Ján Palárik Theatre in Trnava

Address: Trojičné námestie 2, 917 01 Trnava Representative:

TAX ID: 2021133609

Chamber of commerce: 00228681

Represented by: Mgr. art. Zuzana Hekel (theatre director)
hereinafter referred to as the **COMPANY**,

1. TERMS OF THE CONTRACT:

1.1.1. In the framework of the project "FESTIWAL NAJMŁODSZYCH 2024", the Company gives 3 performances of "Pùpätko" hereinafter referred to as the performance.

1.1.2. Venue: Duża Scena / Teatr Animacji, Święty Marcin Street no 80/82 61-809 Poznań, POLAND

1.1.3. Schedule of the visit:

3.07.2024 arrival of the team

14.00-20.00 set up with rehearsal

4.07.2024 10:00 1st performance

12:00 2nd performance

16:00 3rd performance

17:00-18:00 dismantle

departure of the team

1. The COMPANY undertakes:

1.1.1. To respect and not to change the stated dates of the guest performances and the schedule of the set up and dismantling stated above.

1.1.2. To provide ORGANISER with the possible and necessary publicity materials in proper time (advertising materials, video of the performance, photographs).

1.1.3. To provide ORGANISER with technical rider of the show (alicja.rubczak@gmail.com) for a proper staging of the performances.

- 1.1.4. To deliver the stage set (including stage settings, props, costumes) on time stated above and to coordinate the technical set up with the ORGANISER. COMPANY undertakes the total responsibility of delivering a stage set on time.
- 1.1.5. To guarantee the fire resistance of the performance arrangement.
- 1.1.6. COMPANY affirms to possess all necessary copyrights for the show.
- 1.1.7. To cover the costs of the travel and presentation.

2. The ORGANISER undertakes:

- 2.1.1. To respect and not to change the stated dates of the guest performances and the schedule of the set up and dismantling stated above.
- 2.1.2. To make the agreement with the venue about organisation of the guest performances.
- 2.1.3. ORGANISER affirms that the venue possesses all necessary insurances.
- 2.1.4. To make the set up plan in advance and provide COMPANY with all the technical help – according to COMPANIEs needs to be stated in the technical rider. To provide two technicians to help during the setup.
- 2.1.5. To provide accommodation of the company in APARTAMENTY POMARANCZARNIA (address: Rybaki 12/1, 61-883 Poznań), according to the attached hotel list provided by the COMPANY.
- 2.1.6. Telephone and other privately used services (pay video, laundry etc.) in the hotel will be at the expense of the individual artists and any remaining debts will be the responsibility of the COMPANY.
- 2.1.7. To set up the policy of ticket prices according to the festival budget and to receive all box-office income.
- 2.1.8. To assure that pictures and videos taken during the show will be made only by ORGANISERs accredited photographer and that it will be confirmed with the COMPANY before each show.

3. Financial conditions:

The COMPANY's total remuneration amount is **4 700 EURO** gross (four thousand seven hundred EURO gross). In accordance with the tax regulations in force the withholding tax in the amount of **893 EURO** (eight hundred ninety three euro) will be deducted from the remuneration. The net remuneration for the performance will be **3 807 EURO** (three thousand eight hundred seven).

The remuneration shall be transferred to the COMPANY's account no later than 21 days after the date of performance of the task listed in item I. of the agreement, on the basis of a correctly issued invoice.

The bank account of the COMPANY is the following:

Name of the bank: Štátna pokladnica

N° Bank Account: SK 72 8180 0000 0070 0049 7418

N° code IBAN: SK 72 8180 0000 0070 0049 7418

N° code BIC: SPSRSKBA

- 3.1.1. Any additional expenses according to Travel and extra accommodation during the travel days - will be covered by COMPANY's budget
- 3.1.2. If after the signing of this agreement, the COMPANY does not secure the presentations of the performances in the settled dates and Times, COMPANY has to compensate the payments made by the ORGANISER that far (according to the financial documentation) via bank transfer not later than 14 days after the settled dates of the presentations stated in paragraph 1.
- 3.1.3. Parties undertake to solve the possible cancellation of the Agreement or other arguments in the way of mutual negotiations. If there is no result after the negotiations, the argument has to be solved in court according to Polish law.

4. Force Majeure:

In the event of unforeseen circumstances beyond the control of either party (natural calamities, infectious diseases, war, riots, strikes etc.), including in particular: legal prevention of the organization of an event related to the COVID-19 pandemic (e.g. closure of institutions, ban on the organization of events for the public) leading to the cancellation of the tour, both parties will be released from the conditions of the contract.

5. Other conditions:

This contract is made up in English, with one copy to each Part; both texts being authentic and on equal legal rights.

Any disputes shall be settled by the courts in the region where ORGANISER has a registered office (Poland).

ART REACTION FOUNDATION

ATTACHMENTS:

1. Hotel list.
2. Technical rider.