

Theatre Performance Agreement

Agreement No.: / 2026

Concluded and entered into by and between:

THE ORGANIZER:

Bratislavské bábkové divadlo [Bratislava Puppet Theatre]

Address: Dunajská 36. 811 08 Bratislava

Organization ID No.: 00164 879

Tax ID No.: 2020830009

Bank details: Štátna pokladnica

Account No.: 7000470581 / 8180

IBAN: SK81 81800000007000470581

Represented by: Ing. Ján Brtiš, Director
(hereinafter referred to also as the "Organizer")

and

TEATRO MATITA

Address:

Prijateljjeva ulica 17

1000 Ljubljana, Slovenia

Registration number (MŠ): 9483241000

Tax number (DŠ): SI 34574409

VAT status: Not VAT liable

Director

Matija Solce

Bank details:

IBAN: SI56 6100 0002 8478 965

Bank: DH d.d.

1.

Subject of Agreement

1.1. The purpose of this Agreement is to set out the terms of cooperation between the Parties in connection with the performance of the Guest Theatre Company's production at the International festival PRIENIKY, organized by the Organizer from 17 September to 20 September 2026 in Bratislava (hereinafter also referred to as the "Festival").

1.2. As part of the Festival, the Guest Theatre Company undertakes to perform the concert You!Who?Who! on 18 September 2026 at 10.00 PM in Bohéma and theatre performance on 19 September 2026 at 6.00 PM at Bratislava Puppet Theatre.

2.

Rights and Obligations of the Parties

2.1. The Organizer undertakes to ensure technical conditions that will be in accordance with the technical requirements that form Annex No. 1 to this Agreement.

2.2. The Organizer undertakes to provide the Guest Theatre Company with the following on the basis of the technical requirements set out in Annex No. 1 to this Agreement on **18 September and 19 September 2026**:

18 and 19 September from 1 PM, cleaned and prepared stage, including possible seating for the audience, according to the requirements of the Guest Theatre Company

- 18 and 19 September from 1 PM service of 1-2 stage technicians, according to the requirements of the Guest Theatre Company
- 18 and 19 September from 2 PM service of 1 lighting technician
- 18 and 19 September from 1 PM service of 1 sound technician
- 18 and 19 September from 1 PM dressing rooms for performers

2.3. The Organizer undertakes to provide accommodation at its own expense for 3 nights, from 18 September (arrival) to 21 September 2026 (departure) for 6 people and 1 dog.

2.4. The Organizer undertakes to allow the Guest Theatre Company to park in front of the theatre building for a maximum of 1 hour during the unloading and loading of the set. The Guest Theatre Company undertakes to vacate the space and repark the car after unloading the set.

2.5. The Organizer undertakes to ensure the promotion of the performance based on promotional materials supplied by the Guest Theatre Company.

2.6. The Organizer undertakes to provide the services of a fire assistance patrol, ushers and cloakroom attendants.

2.7. The Organizer will arrange for the sale of tickets for the performance. The income from the sale of tickets belongs to the Organizer.

2.8. The Organizer is not liable to the Guest Theatre Company for any damages incurred during its stay at the Festival.

2.9. The Guest Theatre Company undertakes to arrive at the Bratislava Puppet Theatre according to the dates and times agreed in section 2.2 of this Agreement.

2.10. The Guest Theatre Company undertakes to consult the specific technical requirements with the Organizer's technical manager Ľuboš Hodás, technika@babkovedivadlo.sk

2.11. The Guest Theatre Company undertakes to provide the Organizer with the information necessary for arranging its stay and the stay of its team members at the Festival:

- list of names of all visitors – hotel list

2.12. The Guest Theatre Company declares that all elements of the stage set used in the performance do not pose a danger to actors, technicians and spectators and that they are secured in terms of fire safety requirements. The Guest Theatre Company is responsible for safety during the use of the aforementioned elements of the stage set and is obliged to comply with fire safety rules, in particular to obtain the consent of the Organizer for the use of open fire (e.g. candles, torches), pyrotechnic materials, etc. during the performance. The method of use of the above must be discussed with and approved by an authorised employee of the Organizer.

2.13. The Guest Theatre Company undertakes to participate free of charge in meetings, photo shoots, media interviews organized by the Organizer and related to the staged performance and the Festival and agrees that the Organizer will make a recording of part of the performance, which the Organizer is entitled to use in connection with point 3.4 of this Agreement for documentary and promotional purposes.

2.14. The Guest Theatre Company undertakes to provide the Organizer and the media with the required promotional materials relating to the staged performance, i.e. photographs, posters, programmes, etc., within XXX days of the date of signing this Agreement. The Guest Theatre Company declares that the promotional materials provided and their use by the Organizer will not infringe the rights of third parties, in particular property and personal copyrights.

2.15. The Guest Theatre Company agrees to the free use of the material specified under 2.14., with point 3.4. of this Agreement applying to such use.

2.16. The Guest Theatre Company undertakes to pay for any damages incurred by the Organizer in the premises in question due to the activities of the Guest Theatre Company, as well as all related claims of third parties.

3.

Price of the Performance and Costs Associated with the Performance

3.1. The Organizer undertakes to pay the Guest Theatre Company for the realized and fully performed performance and concert referred to in Article 1 (1.2.) a fee of EUR 2 000 €, in words two thousand EUR.

3.2. The Organizer will pay the fee after the performance by bank transfer, based on the invoice delivered to the Organizer no later than 31 October 2026. The Guest Theatre Company is not a VAT payer.

3.3. The Guest Theatre Company undertakes to obtain a license for use and to settle the right to appropriate remuneration in relation to all holders of rights to works and other objects of protection within the meaning of Act No. 185/2015 Coll. (hereinafter referred to as the "Copyright Act"), which constitute the content of the performance, with the right to grant sublicensees to third parties, to the extent necessary to fulfil the purpose of this Agreement, but in particular for:

- a) public performance in the form of a live performance, at the time specified under 1.2. hereof,
- b) promotion of the public performance of the work pursuant to point a) of this paragraph, namely by making copies, combining with other objects of protection, inclusion in a database, public distribution of copies in any way and public transmission, namely in the form of any promotional materials for public performance, without material and territorial restrictions,
- c) documentation and promotion of the activities of the Organizer, the Guest Theatre Company and the Festival, namely by making copies (including audiovisual recordings, sound recordings and photographs of public performances pursuant to letter a) of this paragraph), combining with other objects of protection, inclusion in a database, public distribution of copies in any way and public transmission, for the purpose of such promotion and documentation, without material, territorial and temporal restrictions.

3.4. The Guest Theatre Company also grants the Organizer a sublicense free of charge in the full extent pursuant to point 3.3 hereof, while within the scope of point 3.3. letters b) and c) the Organizer is entitled to grant a sublicense to third parties.

3.5. The Guest Theatre Company undertakes to pay all rights holders, at its own expense, the relevant licensing fee and an appropriate fee for the settlement of rights pursuant to 3.3. of this Agreement. / The Organizer undertakes to pay the licensing fee for obtaining the license pursuant to 3.3. of this Agreement, which the Guest Theatre Company has acquired from the relevant collective rights management organisation. The Guest Theatre Company undertakes to notify the Organizer of the amount of the agreed licensing fee and all facts necessary for its proper payment by the Organizer.

3.6. The Organizer and the Guest Theatre Company have agreed that if, pursuant to 3.5 of this Agreement, the Organizer is obliged to pay a license fee to the benefit of the rights holders, it shall also apply that:

- a/ In the event that part of the fee of the Guest Theatre Company is a fee for a domestic author, artist (within the meaning of the Copyright Act) or a fee for the creation of a work (Section 43, paragraph 3, letter h) of Act No. 595/2003 Coll.), it shall be deemed that this Agreement also includes a written agreement pursuant to Section 43, paragraph 14 of Act No. 585/2003 Coll. and the Organizer shall not collect withholding tax.
- b/ In the event that the fee of the Guest Theatre Company includes a fee of a foreign author, artist (within the meaning of the Copyright Act) or a fee for the production of a work, the tax withholding shall be carried out in accordance with the relevant Double Taxation Agreement and the relevant provisions of Act No. 595/2003 Coll.,

c/ The Guest Theatre Company is also obliged to report to the organiser data of the taxpayer in the following scope: name, surname, date of birth, address. Together with this information, it shall submit a confirmation of the taxpayer's tax domicile.

3.7. The Guest Theatre Company declares that all other fees - taxes, insurance, parking fees, etc., except those specified in Article 3 (3.1.), shall be paid by the Guest Theatre Company.

3.8. The Guest Theatre Company will provide the Organizer with a confirmation of tax domicile upon signing the Agreement.

4.

Other Provisions

4.1. The Organizer may withdraw from the Agreement in writing only in justified cases beyond its control. The reasons for withdrawal are to be notified to the Guest Theatre Company no later than 14 days before the performance. In case of failure to comply with these conditions, the Organizer is obliged to pay the Guest Theatre Company the agreed amount according to point 3.1.

4.2. The Guest Theatre Company may withdraw from the Agreement in writing only in justified cases beyond its control. The reasons for withdrawal are to be notified to the Organizer no later than 14 days before the performance. In case of failure to comply with these conditions, the Guest Theatre Company is obliged to pay the Organizer the agreed amount according to point 3.1.

4.3. The Organizer is entitled to withdraw from this Agreement in writing if the Guest Theatre Company breaches this Agreement in a material way. A material breach of the Agreement is considered to be in particular:

- a) breach of the Guest Theatre Company's obligation under 2.9., 2.12., 2.13. and 2.14 hereof,
- b) breach of the Guest Theatre Company's obligation to settle the rights to the protected subject matter under 3.3. and to grant a sublicense under 3.4. hereof.

4.4. Withdrawal from the Agreement pursuant to 4.3. above shall be without prejudice to the right to compensation for damages.

4.5. If the performance is cancelled for reasons for which neither Party is responsible (illness, epidemic, natural disaster, etc.), the Parties shall not provide any compensation.

5.

Final Provisions

5.1. Both Parties undertake to strictly comply with the terms and conditions of this Agreement.

5.2. The Agreement is drawn up in two copies, one for each Party.

5.3. The Agreement shall enter into force on the date of signing by both Parties and into effect on the day following the date of its publication in accordance with special legal regulations.

5.4. The relations of the Parties that are not expressly regulated by this Agreement are governed by the relevant provisions of the legal order of the Slovak Republic, in particular the provisions of the Copyright Act and the Civil Code (Act No. 40/1964 Coll.).

5.5. The courts of the Slovak Republic have exclusive jurisdiction to resolve disputes arising from or in connection with this Agreement.

In Bratis

Bratislava Pupp

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