

CONTRACT DE PRESTĂRI SERVICII ARTISTICE/CONTRACT FOR ARTISTIC SERVICES

No / Nr.492/04.05.2023

I. PĂRȚILE CONTRACTULUI/I. PARTIES OF THE CONTRACT

1.

Denumire prestator	Provider's name	Associação Musicálareira
Reprezentant legal prestator	The legal representative of the provider	Ívano Christian Marreiros
Adresa sediului prestatorului	Registered head office of the provider	Rua Noé Luís 26, 2560-278 Torres Vedras, Portugal
Tara de rezidență a prestatorului	Provider's country of residence	Portugal
Număr telefon prestator	Provider's telephone number	*351914912683
Adresa de email a prestatorului	Provider's e-mail address	musicalareira@gmail.com / christian@westwavepro.pt
TV A intracomunitar	Intra-Community VAT code	PT510096140
Cod de identificare fiscală	Tax identification number	510096140
Detalii bancare prestator	Provider's bank details	1. [REDACTED] 2. [REDACTED] 3. [REDACTED] 4. [REDACTED] 5. [REDACTED] 6. [REDACTED] 7. [REDACTED]

Compania care va prezenta spectacolul	Company presenting the event	Paco Díez & Raul Olivar
numit în continuare PRESTATOR/herinafter referred to as PROVIDER		
And Și		
2. TEATRU Bd. Cornelii Coposu nr. 2, Sibiu, 0040. 269. 210. 092, fax: cont:RO35RNCB0227036041740002, opened with BCR Sibiu, Constantin Chiriac- General Director, reprezentat prin ORGANIZ		
II. OBIECT	E OBJECT OF THE CONTRACT	
1.PRESTATORUL este obligat să organizeze spectacolele în cadrul Festivalului Internațional de Teatru din Sibiu (FITS 2023), ediția a 30-a, conform tuturor termenelor și condițiilor exprimate în prezentul contract, după următoarele date:	1. THE PROVIDER shall ensure the following performances within the framework of the Sibiu International Theatre Festival (FITS 2023), the 30th edition, in accordance with all the data and conditions expressed in this contract, according to the following schedule:	
Compania care prezintă evenimentul	Company presenting the event	Paco Díez & Raul Olivar
Denumire spectacol	Name of the performance	Esencias de Sefarad
Data reprezentării	Performance date	1 - 2 of July 2023
Numărul de reprezentării	Number of performances	2
Spațiul de joc	Venue of the performance	St. Francis Church and St. John Evangelical Church

Durata reprezentării	Duration of the performance	60
Pauza	Intermission	No
Număr de persoane în turneu	Number of people on tour	2

II. VALOAREA TOTALĂ A CONTRACTULUI/III. TOTAL VALUE OF THE CONTRACT

- 1.1 ORGANIZATORUL va achita PRESTATORULUI pentru rezultatul prestației sale artistice conform art. 1.1, un onorariu artistic de 3.750 Euro prin transfer bancar, respectiv 18.750 Ron, la un curs estimat de 1 euro = 5 Ron. PRESTATORUL se obligă să emită și să transmită factura pentru onorariul artistic în termen de 10 zile de la spectacol/spectacole la adresele de email: contabilitate@sibfest.ro, vicentiu.rabau@sibfest.ro
- 1.2 Organizatorul se obligă să achite catre bugetul de stat impozitul (16% = 3.570 RON, respectiv 714 euro) care se aplică la suma brută a onorariului artistic de 22.320 RON, respectiv 4.464 Euro.
- 1.3 Asadar valoarea totală a contractului este de 4.464 EURO (valoarea bruta a onorariului artistic) + TVA(713 EURO), respectiv 5.177 euro cu TVA(25.885 RON)
- 2.1 Comisioanele bancare aferente vor fi plătite de fiecare din părțile contractante în țara de origine. Orice eroare, întârziere la plata, generată de date bancare eronate comunicate de Preștator va fi suportată de către Preștator prin plata de către acesta a comisioanelor bancare aferente realizării reluării plății. Aceste comisioane vor fi deduse din onorariul Preștatorului, fără notificare și fără intervenția instanțelor de judecată.
- 2.2 Plata se realizează conform programării contabile în termen de 30 de zile de la emiterea facturii.

II. OBLIGAȚIILE PARTILOR a) PRESTATORUL se obligă să:/ IV. THE OBLIGATIONS OF THE PARTIES a) The PROVIDER commits himself to:

1.1 The ORGANIZER shall pay to the PROVIDER for the result of his artistic performance according to art. 1.1, an artistic fee of 3.750 Euro by bank transfer, respectively 18.750 Ron, at an estimated exchange rate of 1 euro = 5 Ron. The PROVIDER undertakes to issue and send the invoice for the artistic fee within 10 days after the performance(s) to the following email addresses: contabilitate@sibfest.ro, vicentiu.rabau@sibfest.ro.

1.2. The Organizer has the obligation to pay to the state budget the tax (16% = 3.570 RON, respectively 714 euro) which is applied to the gross amount of the artistic fee of 22.320 RON, respectively 4.464 Euro.

1.3. Therefore the total value of the contract is 4.464 EURO (gross artistic fee) + VAT(713 EURO), respectively 5.177 euro with VAT.(25.885 RON)

2.1 The related bank charges will be paid by each of the contracting parties in the country of origin. Any error, delay in payment, generated by erroneous bank data communicated by the Provider, will be borne by the Provider by payment of the bank fees associated with the resumption of the payment. These commissions will be deducted from the Provider's fees, without notice and without the intervention of the courts.

2.2 The payment is made in accordance with the accounting schedule within 30 days from the invoice's issuance.

- Să respecte termenele și condițiile stabilite la punctul II (Objectul Contractului). În cazul în care spectacolul nu va fi jucat din culpa PRESTATORULUI, respectiv din culpa echipei Prestatorului, PRESTATORUL urmează să achite contravaloarea costurilor pe care ORGANIZATORUL le-a făcut cu ocazia pregătirii spectacolului conform documentelor justificative privind:
 - Remunerarea personalului tehnic pentru montarea și demontarea decorului
 - Transportul decorului la spațiul de joc
 - Contravaloarea chiriei pentru locația stabilită dacă ORGANIZATORUL are un contract legal din care să rezulte că a închiriat respectivul spațiu de joc.
 - Cazarea pentru care s-a facut rezervare.
 - Contravaloarea biletelor de avion dacă acestea au fost achiziționate de către ORGANIZATOR.
- In cazul in care PRESTATORUL anulează participarea la Festivalul Internațional de Teatru de la Sibiu 2023 , acesta va fi obligat la plata imediată a contravlorii biletelor de avion achiziționate de ORGANIZATOR pentru participarea sa in cadrul FITS 2023, fără îndeplinirea niciunei formalități de notificare prealabilă și fără intervenția instanței de judecată, fiind de drept pus în întârziere.
2. PRESTATORUL are obligația de a asigura prezența la timp a artiștilor conform datelor și orelor convenite între părți, respectiv conform programului evenimentului, și a prezentului contract.
3. Să semnaleze din timp cauzele care ar putea duce la nerespectarea termenelor sau neconformitatea cu solicitările prealabile.
4. Să furnizeze Organizatorului lista de participanți, listă care va cuprinde, numărul participanților, numele participanților, data de sosire și data de plecare, numărul de camere și tipul acestora, copii după pasapoartele participanților. Lista participanților agrătă și semnată de către reprezentanții Părților, constituie anexa 1 la prezentul contract.
5. Să furnizeze Organizatorului detalii complete despre scenă, iluminat, sunet și toate cerințele tehnice referitoare la producție. Fișa tehnică agrătă și semnată de către reprezentanții tehnici ai Părților precum și clarificările din corespondența electronică dintre părți va constitui anexa 2 la prezentul contract.

1. To comply with the terms and conditions set out in Section II (Object of the Contract). In the event the performance is not realized because of the PROVIDER or because of the Provider's staff, the PROVIDER shall pay the equivalent value of the costs incurred by the ORGANIZER during the preparation of the show in accordance with the supporting documents concerning:
 - Transportation of technical staff for setting up and dismantling the set.
 - The equivalent value of the rent for the established venue if the ORGANIZER has a legal contract to demonstrate that he has leased that space.
 - The accommodation for which booking was made.
- In the event in which the PROVIDER cancels the participation at Sibiu International Theatre Festival 2023, he will be obliged to immediately pay the equivalent value of the flight tickets purchased by the ORGANIZER for his participation in FITS 2023, without any formalities of prior notification and without the intervention of the court, being legally put in default.
2. The PROVIDER has the obligation to ensure the timely presence of the artists according to the dates and times agreed between the parties, respectively according to the program of the event and to this contract.
3. To report in advance the causes that could lead to non-observance of deadlines or non-compliance with prior requests
4. To provide to the Organizer the list of participants, list that shall comprise the number of participants, their name, the arrival and departure date, the number of rooms and their type, copies of the passports of the participants. The list of participants agreed and signed by the representatives of the Parties constitutes Annex 1 to this contract.
5. To provide the Organizer with complete details about the stage, lighting, sound, and all technical requirements related to production. The technical rider approved and signed by the technical representatives of the Parties as well as clarifications in the email correspondence between the parties will be Annex 2 to this contract.

6. To complete and sign the music file and/or the music statement, if applicable, these being annexes 3 and 4 to this contract.

7. The provider shall notify at least 30 days in advance, any changes to the technical staff, changes to the technical annexes, the music file. If changes are performed after the deadline, the PROVIDER will pay the equivalent value of the costs than the ORGANIZER incurred by deducting them from the amount of the fee, on the basis of the supporting documents, without notice or summons and without the intervention of the courts.

8. The Provider declares and guarantees that he is informed of the copyright laws applicable to carrying out the performance and that he will not present any other copyright work during the performance without fully complying with the applicable copyright laws. If the Provider breaches this contractual clause, the provider agrees to guarantee the performance made by the Provider, the payment of royalties for the performance made by the Provider, the payment of expenses (including attorney fees) resulting from such an infringement.

9. If the Organizer is summoned by any authority for the copyright management to pay any amount of royalties to pay this amount to the copyright management company to pay my employees, the guests and agents against any liability, loss, damages, claims and expenses (including attorney fees) resulting from such an infringement.

10. In accordance with the provisions of Law 8/1996 on copyright and related rights, the PROVIDER will agree to the video and/or audio recording of the rehearsal, based on the 15 minutes of the rehearsal with costumes or of the preparation of the distribution, from the 15-minute schedule, without exceeding any extra charge. From the 15-minute schedule, without exceeding the rehearsal, the PROVIDER is strictly for the promotion of the event and/or of the material distributed for educational purposes and/or for its own archive.

11. The PROVIDER will be available, according to the preliminary schedule, for interviews for conferences, press, online, TV, radio, etc.

12. Prior to and during FITS, the PROVIDER is forbidden to present the show brought to FITS in another venue in Romania without the express written consent of the ORGANIZER.

3. For performances containing text, the PROVIDER will provide the English-language script, PPT (Power Point) format, at the deadline requested by the ORGANIZER to be able to translate it into Romanian.

4. Ensuring the PROVIDER's staff, the set and its props, as well as any other goods used for the FITS performances during their stay in Romania, is the responsibility of the PROVIDER.

5. It is also the responsibility of the PROVIDER to instruct and advise his own technical, artistic or logistic personnel, as shown in the list of contractors, artists or logistic personnel attached to this contract.

6. The PROVIDER to instruct and advise his own technical, artistic or logistic personnel, as shown in the list of contractors, artists or logistic personnel attached to this contract.

7. To organize and pay visa, transport, travel insurance and per diems for company members for their stay in Sibiu.

8. The Provider undertakes to package the goods making up the set in a suitable packaging in such a way that they are stored without causing damage to the Organizer.

9. The Provider undertakes to hand over to the Organizer the goods constituting the setup within the deadlines set out in the Technical Rider, nor

8. To communicate the name of the PROVIDER in informative or advertising material related to the show.

9. To be responsible for the costs incurred by the PROVIDER for the performance of the contract if the show is canceled because of the PROVIDER, except for force majeure that constitutes a cause for the cancellation of the contract if the distance between the hotel and the performance location (during assembly, rehearsal and performances) is more than 15 minutes walking.

10. The ORGANIZER will ensure the transfer to the airport, as well as documents.

11. The ORGANIZER will provide drinking water for the PROVIDER during the setup, dismantling, rehearsals and presentation of the show.

12. The ORGANIZER will provide free parking space in Sibiu, in specially arranged spaces made available to the Provider for the trucks designed for the transport of the set and for the cars for the transport of the providers' staff during the period related to the show.

13. THE ORGANIZER will purchase the tickets for the persons on the list of participants communicated by the PROVIDER. Any expenses related to the modification of the tickets after their issue will be borne by the PROVIDER as follows:

(a) The ORGANIZER has to change the air tickets after the issuance and due to these changes the PROVIDER will have to buy other air tickets.

(b) The ORGANIZER has to change the air tickets due to the modification of law, being automatically put in default.

Without any prior notification from the PROVIDER by deduction of such expenses related to the modification of the air tickets and the purchase of other air tickets will be borne by the PROVIDER by deduction of such expenses related to the modification of the air tickets and the purchase of other air tickets by the ORGANIZER from the PROVIDER's fee, without any responsibility by the PROVIDER.

Any expenses related to the modification of the air tickets and the purchase of other air tickets will be borne by the PROVIDER by deduction of such expenses related to the modification of the air tickets and the purchase of other air tickets by the ORGANIZER from the PROVIDER's fee, without any responsibility by the PROVIDER.

V.FORJA MAJORAV. FOURCE MAJURO

Vă lărgirea băncilor modelului de către ORGANIZATOR depășește valoarea imediată și îl face înțervenția instanței de judecata, fiind deosebit de prealabilă.

Provider in investigating any such incidents and shall take all necessary steps to mitigate any harm caused.

8. Upon termination of this Agreement, the Provider shall promptly return all personal data processed under this Agreement, unless retention is required by law.

9. This clause shall survive termination or expiration of this Agreement to the extent necessary to give effect to its provisions.

cooperarea cu Festivalul în invigilarea oricărui astfel de incidente și a totalei măsurilor necesare pentru a acorda orice prejudecăti căzuți.

7. Festivalul notifică prestatorul său în cadrul neguțelor de lucru în ceea ce privește securitatea și siguranța locurilor de lucru. Festivalul își rezerva dreptul să interzică neguțele care afectează datele cu caracter personal prelucrate în cadrul prezentului contract. Festivalul își rezerva dreptul să interzică neguțele care afectează datele cu caracter profesional prelucrate în cadrul prezentului contract. Festivalul își rezerva dreptul să interzică neguțele care afectează datele cu masă și care pot fi considerate ca fiind deosebit de sensibile sau deosebit de sensibili.

8. La încercarea prezentului contract, prestatorul trebuie să nu distinge cu prompitudine toate datele cu caracter profesional prelucrate în cadrul prezentului contract, cu excepția cazului în care este impusă de lege.

9. Această clauză supraviețuiește reziliierii sau expirării prezentului acord în măsura în care este necesară pentru a da efect dispozitivilor sale.

VII. ALTE CLAUSE/VII. OTHER CLAUSES	
ORGANIZATOR/ORGANIZER	Temeu Național „Radu Stanca S. Mănescu
DR/PROVIDER	Musicalareta
3. Litigiiile de orice natură decurgen din drepturile prezente în contract vor fi amânădei doar prin acte administrative la prezenta coveniente.	3. Dispușile de orice natură decurgen din drepturile prezente în contract vor fi amânădei doar prin acte administrative la prezenta coveniente.
2. Amendamentele la acest contract vor fi efectuate după acordul scris și expres consensul de către ambele părți și după prezentarea contractului în instanță.	2. Amendamentele la acest contract vor fi efectuate după acordul scris și expres consensul de către ambele părți și după prezentarea contractului în instanță.
1. To the extent that any of the provisions of this contract become unlawful or unenforceable due to new law and the remaining provisions of this contract will still be enforceable insofar as they have.	1. In measure in care oricare dintr-o dispoziție prezentului contract devin ilegale sau inaplicabile datorită unor noi reglementări, respectivă dispoziție va fi formalizată în nou spirit al legii, iar restul prevederilor prezente în contract va avea valoare de reguli.
ALTE CLAUSES/VII. OTHER CLAUSES	Director general/Général Director
Director economic/Economic Director	Negociator contract/Contract negotiator
Consilier juridic/Legal advisor Adriana H.	

VII. ALTE CLAUSES VIII. OTHER CLAUSES

Name/Surname	Nationality	Address/Adre	Number and validity date of the passport	Position/Function	Job	Room type/Tip	Camere	Virtual	Date/Date sorte	Departure date/Date	Place/
Díez Esteban/Francisco	Spanish	Valladolid,	23/2/2028	Artist	1 single	30 June 2023	3 July 2023				
Díez Jesus (Paco Díez)	Spanish	Valladolid,	09267844V	Artist	1 single	30 June 2023	3 July 2023				
Perez Oliver/Raul	Spanish	Valladolid,	16/8/2026	Artist	1 single	30 June 2023	3 July 2023				

PROVIDER'S Participants list/Lista de participantes - PRESTATORUL
Annex 1 to the contract no./Anexa 1 la Contractul nr. 492/04.05.2023

ASSOCIATION Music
ORGANIZER/Organizator,
Teatrul Național "Radu Stanca"
Manager Logistică
Administrator
Ivanu Christian N.

RIDER ESENCIAS DE SEFARAD

RIDER ESENCIAS DE SEFARAD

Annex 2 to the contract no./Anexa 2 la Contratual nr.: 492/04.05.2023. Technical Rider

CHANNEL LIST "ESENCIAS DE SEFARAD"			
CHANNEL	INSTRUMENT	MICROPHONE	DRUMS
1	PACO & VOICE	SURVE BREA BREA	
2	MANDOLA	D1 BBS / BOSS	COMPRESSOR
3	TAMBORINE	XLR 10W MICI	COMPRESSOR
4	BODHRAN	XLR 10W MICI	COMPRESSOR
5	OUTRAS	XLR 10W MICI	COMPRESSOR
6	REVERB HALL		

TECHNICAL REQUIREMENTS			
PA SYSTEM	The PA system it must be able to cover the entire room obtaining a sound pressure of 110 dB from the control, processed and adjusted.		
NEXO, Meyer Sound, EAW, or similar.			
MIXING CONSOLES	Yamaha QL, MC1X, Mads, Allen & Heath		
MONITORS	Two small 15", 12" bi-amplified monitors will be necessary, divided into 2 midrange drivers each, according to the size of the stage.		
MICROPHONES	According to the selected channel list, if it is not equivalent, consult.		
STAGE	Some mics are provided by the group.		
LIGHTING	Chambers per musician are detailed on the stage plan.		
	A minimum of 6m x 4m of free stage is required for the performance.		
	A fixed point of light is needed for each musician, according to the stage plan.		
	A general ambient lighting with color.		
	Daniel Gheorghieff		
	Technical Manager		
	Teatru National "Radu Stanca"		
	ORGANIZER/Organizer,		
	Ivanu Christian Martires		
	Associação Musicalreira		
			PROVIDER/PRESTATOR,