Bvd. Corneliu Coposu, nr.2, 550245 Sibiu, România

Tel.: +4 0269 210 092 Fax: +4 0269 210 532

NR CTR TNRS: 506/16.06 CIF 4556190

CONTRACT DE PRESTĂRI SERVICII ARTISTICE/CONTRACT FOR ARTISTIC SERVICES No/Nr. 25 2022 TR 5

# I. PĂRȚILE CONTRACTULUI/ I. PARTIES OF THE CONTRACT

1.		
Denumire agenție	Company's name/Agency's name (not the stage name)	TR Warszawa (Teatr Rozmaitości)
Reprezentant legal agenție	First name and Last name of the legal representative of the company/agency	Natalia Dzieduszycka, Director, Barbara Ogiełło, Head Accountant,
Adresa sediului agenției /Țara	Registered head office of the company/agency /Country	Marszałkowska 8 00590 Warszawa Poland
Număr telefon sediu agenție	Head Office telephone number of the company/agency	
Adresa email agenție	Head office e-mail address of the company/agency	
Număr mobil sediu agenție	Head Office mobile telephone number of the company/agency	

TVA	VAT Number	
Cod de identificare fiscală	Tax identification number (even i it coincides with VAT number)	
IBAN	IBAN number	
SWIFT sau BIC	SWIFT (or BIC)	DIG BY ADDY DW
Denumire bancă si adresa bancă	Name and Adress of the bank	UU-844 warszawa.
		TR Wars  va, Poland,  represented by:
Denumirea companiei care joacă	Name of the company that performs (stage name)	And countersigned by Head Accountant – Barbara Ogiełło (Hereinafter referred to as Producer)
		And

Narodowy Stary Teatr im. Heleny Modrzejewskiej w Krakowie ul. Jagiellońska 5, 31-010 Kraków NIP: 675-02-00-060 REGON: 000278764
represented by:
Director – Waldemar Raźniak
(Hereinafter referred to as Coproducer)
(Hereinafter both Producer and Coproducer, under coproduction agreement 0, referred to as the "PROVIDER")

numit în continuare PRESTATOR/hereinafter referred to as PROVIDER
And

Şi

2. TEATRUL NAȚIONAL "RADU STANCA" SIBIU, cu adresa:

Bd. Corneliu Coposu, nr. 2, 550245, Sibiu, telefon: 0040. 269. 210. 092, fax: 0040. 269. 210. 532, cod TVA: RO36046955, cont:

la BCR Sibiu, reprezentat prin Constantin Chiriac – Director General, numit în continuare ORGANIZATOR.

2. "RADU STANCA" NATIONAL THEATRE FROM SIBIU,

with the address: 2 Corneliu Coposu Boulevard, 550245, Sibiu, phone: 0040. 269. 210. 092, fax: 0040. 269. 210. 532, VAT code: RO36046955, action and with BCR Sibiu, represented by Constantin Chinac-General Director, hereinafter referred to as **ORGANIZER**.

## II. OBIECTUL CONTRACTULUI/II. THE OBJECT OF THE CONTRACT

cadrul Festivalului Intern	gura susținerea următoarelor spectacole în național de Teatru de la Sibiu (FITS 2022), turor informațiilor și condițiilor exprimate pă următorul program:	THE PROVIDER shall ensure the following performances within the Sibiu International Theatre Festival (FITS 2022), the 29th edition, in accordance with all the data and conditions expressed in this contract, according to the following schedule:
COMPANIA	COMPANY	TR Warszawa, The Helena Modrzejewska National Stary Theatre in Krakow
SPECTACOLUL	PERFORMANCE	3STRS
DATA REPREZENTAȚIEI	PERFORMANCE DATE	24 June 2022 at 6PM, 25 June 2022 at 6PM// 24 iunie 2022, 25 iunie 2022
SPAŢIUL DE JOC	VENUE OF THE PERFORMANCE	Liceul Octavian Goga  Number of seats: 312  Tickets prices: 150 lei / 60 lei
	DURATION OF THE	2h10min
DURATA	PERFORMANCE	
SPECTACOLULUI		
PAUZA	INTERMISSION	none

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

ORGANIZATORUL va achita PRESTATORULUI pentru rezultatul prestației sale conform art. 1.1, un onorariu total de 29.400 Euro net (douazecisinouademiipatrusute euro) prin transfer bancar, respectiv 161.700 Ron, la un curs estimat de 1 euro = 5.5 Ron, Prin transfer bancar in baza facturilor transmise de Prestator in conformitate cu conditiile stabilite la art. 2.1

- 1.2 Organizatorul va achita costurile transportului decorului. direct la firma de transport indicata de Prestator, in baza acordului corespunzator dintre Organizator si firma de transport <u>Pieter Smit</u>. Suma maximă pentru transport este de 6.355 euro net, respectiv 34.953 lei.
- 1.3 Prestatorul va emite facturi cu valoarea totala menționată la art. 1.1
- 1.4. Organizatorul se obliga sa achite către bugetul de stat impozitul (16% = 30.800 lei, respectiv 5.600 euro) din onorariului brut, respective 192.500 lei/ 35.000 euro.
- 1.5. Organizatorul se obliga sa achite TVA (19%) pentru onorariul facturat de către Prestator, respectiv suma de 5.586 Euro/30.723 lei
- 1.6. Așadar valoarea totala a contractului este de 40.586 euro, respectiv 223.223 lei.

- 1.1 The ORGANIZER shall pay to the PROVIDER for the result of his performance the total fee of 29 400 Euro net (in words, twenty-nine thousand four hundred), respectively 161 700 Ron, at an estimated echange rate of 1 euro=5.5 ron, by bank transfer upon presentation of invoices by the Provider, according to the conditions set out in 2.1, with the annotation reverse charge
- 1.2 The Organiser will pay the costs of set transportation directly to the transportation company indicated by the Producer, based on the corresponding agreement between Organiser and Pieter Smit transportation company. The maximum sum for the transportation is 6.355 euro net, respectively 34 953 Ron.
- 1.3 The Provider will send invoices with the total value mentioned in art. 1.1.
- 1.4. The Organiser undertakes to pay to the state budget the income tax (16% = 5.600 euro, respectively 30.800 Ron) from the gross fee, respectively 192.500 lei/35.000 euro
- 1.5 The Organiser undertakes to pay VAT (19%) for the fee the amount of 5.586 euro, respectively 30.723 Ron.
- 1.6. Therefore, the total value of this contract is 40.586 euro, respectively 223.223 Ron.

1.7 .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 Prestator va fi suportată de către Prestator prin plata de către acesta a comisioanelor bancare aferente realizării reluării plății. Aceste comisioane vor fi deduse din onorariul Prestatorului, fără notificare și fără intervenția instanțelor de judecată.	1.7. 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.
1.8 Producătorul este responsabil pentru facturare acestui Acord din partea Prestatorului.	1.8. The Producer is responsible for the financial settlement of this Agreement on the part of the Provider.
2.1 Plata se face conform graficului contabil în termen de 14 zile de la emiterea facturii, plătibilă Producătorului/Prestatorului în două rate pe baza facturilor:	2.1 The payment is made in accordance with the accounting schedule within 14 days from the invoice's issuance, payable to the Producer in two instalments based on the invoices:
1) prima tranșă de 4.360 (patrumiitreisutesaizeci) euro net plătibilă până la 15 iunie 2022, in baza facturii emisa la semnarea contractului	1) first instalment of 4.360 (four thousand three hundred sisty) euro net payable no later than June 15 <sup>th</sup> 2022, based on the invoice issued upon signing a contract,
2) a doua tranșă de 25.040 (douzecisicincimiipatruzeci) euro net plătibilă până la data de 11 iulie 2022, in baza facturii emisa in data de 27 Iunie 2022	2) second instalment of 25.040,00 (twenty five thousand forty) euro net payable no later than July 11th 2022, based on the invoice issued June 27 <sup>th</sup> 2022
3.1 PRESTATORUL are obligația de a emite factura pentru întregul onorariu in termen de 10 zile dupa reprezentatie.	3.1 The Producer has the obligation to issue the last invoice no later than 10 days after the performance.
3.2 PRESTATORUL se obligă să emită factura in fisier PDF la adresele de email: contabilitate@sibfest.ro	3.2 The Producer undertakes to send invoices in PDF files to the email addresses: contabilitate@sibfest.ro

- 4. PRESTATORUL va furniza ORGANIZATORULUI un certificat de rezidență fiscală în original valabil în anul 2022, la semnarea contractului. În caz contrar, Organizatorul va fi îndrituit, fără vreo notificare prealabilă și fără intervenția instanței de judecată să rețină un procent de 16% din valoarea onorariului prevăzut în contract.
- 4. THE Producer shall provide to the ORGANIZER an original certificate of tax residence, valid in 2022, upon sending first invoice, otherwise the Organizer will be entitled, without prior notice and without the intervention of the court, to retain 16% of the amount of the fee provided in the contract.

Părțile declară că cuantumul onorariului include o taxa artistica in valoare de 5700 euro. Pe lângă sumele prevăzute în Clauza 1 de mai sus, Organizatorul va acoperi costul redevențelor în valoare de 15 % din venitul net de box office. Organizatorul va trimite raportul de box office la adresa lawinia.klechowska@trwarszawa.pl în termen de 3 zile de la prezentarea ultimei spectacole. Plata se va face la prezentarea unei facturi emise de Producator. Producătorul este responsabil pentru toate redevențele/retribuțiile plătibile pe baza taxei artistice, societăților colective de colectare a drepturilor de autor în legătură cu spectacolul.

5. The parties declare that the amount of the fee includes an artistic fee in amount of 5700 euro. In addition to the amounts as set forth in Clause 1 above, the Organizer will cover the cost of the royalties in the amount of 15 % of the net box office income. The Organizer shall send the box office report to the addrage within 3 days after the presentation of the last performance. The payment shall be made upon presentation of an invoice issued by the Producer. The Producer is responsible for all royalties/remuneration payable based on the artistic fee to collective copyright collection societies in connection with the performance.

# IV. OBLIGAȚIILE PĂRȚILOR:/ IV. THE OBLIGATIONS OF THE PARTIES,

### a) PRESTATORUL se obligă să

1. Să respecte termenele și condițiile stabilite la punctul II (Obiectul 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 (chitante si document care confirma plata) privind:

#### A) The PROVIDER commits himself:

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 (receipts and payment confirmations) concerning:

- Remunerarea personalului tehnic pentru montarea şi demontarea decorului
- Transportul decorului la spaţiul de joc.
- Costurile pentru cazarea pentru care s-a facut rezervare si nu s-a putut anula
- Contravaloarea biletelor de avion care au fost achiziționate de către ORGANIZATOR si nu au putut fi returnate
- În cazul în care PRESTATORUL anulează participarea la Festivalul Internațional de Teatru de la Sibiu (eveniment programat la data de 24 June 03 July 2022), acesta va fi obligat la plata imediată a contravalorii biletelor de avion achiziționate de ORGANIZATOR pentru participarea sa in cadrul FITS 2022, fără îndeplinirea niciunei formalități de notificare prealabilă și fără intervenția instanței de judecată, fiind de drept pus în întârziere. Plata se va face in momentul in care Organizatorul va emite o facture si va atasa copiile documentelor originale care atesta plata biletelor de zbor.

- Remuneration of technical staff for setting up and dismantling the set.
- Transportation of the set to the performance venue.
- The cost of accommodation that could not be cancelled.
- The cost of flight tickets purchased by the ORGANIZER which could not be returned.
- In the event in which the PROVIDER cancels the participation at Sibiu International Theatre Festival (event scheduled on24 June 03 July 2022), he will be obliged to immediately pay the equivalent value of the flight tickets purchased by the ORGANIZER for his participation in FITS 2022, without any formalities of prior notification and without the intervention of the court. The payment shall be made upon presentation of an invoice issued by the Organizer with the attached copy or copies of the original flight tickets payment documents.

- 2. PRESTATORUL are obligația de a asigura prezența la timp a artiștilor conform datelor și orelor convenite între parți, respectiv conform programului evenimentului, si a prezentului contract.
- 2. The provider will 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. Să semnaleze din timp cauzele care ar putea duce la nerespectarea termenelor sau neconformitatea cu solicitările prealabile.	3. To report in advance the causes that could lead to non-observance of deadlines or non-compliance with prior requests.
4. Să trimită documentul R.I.B. sau orice document emis de bancă care sa contina datele contului Prestatorului, în termen de maximum 5 zile dupa semnarea contractului.	4. To send the R.I.B. or any document issued by the bank with the account information of the Provider, in maximum 5 days upon signing the agreement.
4. Să plătească toate taxele legate de onorariul pe care îl va primi, în țara de origine a PRESTATORULUI.	5. To pay all the taxes related to the fee that he will receive, in the country of origin of the PROVIDER.
5. 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 pașapoartele participanților. Lista participanților agreată și semnată de către reprezentanții Părților, constituie anexa 1 la prezentul contract.	6. 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. The list of participants agreed and signed by the representatives of the Parties constitutes <b>Annex 1</b> to this contract.
6. Să furnizeze Organizatorului detalii complete despre scenă, iluminat, sunet și toate cerințele tehnice referitoare la producție. Fișa tehnică agreată și semnată de către reprezentanții tehnici ai Părților care se va constitui anexa 2 la prezentul contract.	7.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 that will be constituted <b>Annex 2</b> to this contract.
7. Să completeze și să semneze fișa muzicală și/sau declarația muzicală, dacă este cazul, acestea constituind anexele 3 și 4, la prezentul contract.	8 To complete and sign the music file and/or the music statement, if applicable, these being <b>annexes 3 and 4</b> to this contract.

- 8. Va anunța cu cel puțin 21 zile înainte, orice modificare legată de lista de participanți, data sosirii și plecării personalului artistic și tehnic, modificări ale anexei tehnice, fișa muzicală. În cazul în care sunt modificări după termenul limită, PRESTATORUL va achita contravaloarea costurilor pe care ORGANIZATORUL le-a contractat prin deducerea acestora din valoarea onorariului, în baza documentelor justificative, fără notificare sau somație și fără intervenția instanțelor de judecată. Plata va fi facuta atunci cand Organizatorul va prezenta o factura unde va atasa copii ale documentelor originale care atesta plata.
- 9. The provider shall notify at least 21 days in advance, of any changes to the list of participants, the date of arrival and departure of the artistic and technical staff, changes to the technical annex, the music file. If changes are performed after the deadline, the PROVIDER will pay the equivalent value of the costs that the ORGANIZER contracted 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. The payment shall be made upon presentation of an invoice issued by the Organizer with the attached copy or copies of the original payment documents.
- 9. Prestatorul declară și garantează că este informat despre legile drepturilor de autor aplicabile susținerii spectacolului, și că nu va prezenta nici o operă cu drepturi de autor ale altora în timpul spectacolului fără a respecta pe deplin legile în vigoare privind drepturile de autor. În cazul în care Prestatorul încalcă această obligație contractuală, Prestatorul este de acord să garanteze și să exonereze Organizatorul și pe angajații acestuia, oaspeții și agenții acestuia, împotriva tuturor răspunderilor, pierderilor, daunelor, pretențiilor și cheltuielilor (inclusiv onorariile avocaților) care decurg ca urmare a unei astfel de încălcări.
- 10. 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 copyrighted work during the performance without fully complying with the applicable copyright laws. If the Provider breaches this contractual obligation, the Provider agrees to guarantee and exonerate the Organizer and its employees, the guests and agents against any liability, loss, damages, claims and expenses (including attorney fees) resulting from such an infringement.
- 10. În cazul în care Organizatorul este somat de vreo societate colectivă de gestiune a drepturilor de autor pentru a plăti vreo suma de bani cu titlu de drepturi de autor pentru reprezentația realizată de Prestator, Prestatorul se obligă să plătească această sumă
- 11.If the Organizer is summoned by any copyright management company to pay any amount of royalties for the performance made by the Provider, the Provider undertakes to pay this amount to the copyright management company at the time limit set in the notice.

societății colective de gestionare a drepturilor de autor la termenul prevăzut in somatie.

11. În concordanță cu prevederile Legii nr.8/1996 privind dreptul de autor si drepturile conexe, PRESTATORUL va fi de acord cu preluarea video și/sau audio de către ORGANIZATOR a 15 minute din timpul repetiției cu costume sau a reprezentației, în baza unei programări inițiale, fără a cere vreo taxă suplimentară. Din fragmentul de 15 minute, Organizatorul se obligă să nu difuzeze mai mult de 3 minute din materialul filmat, iar difuzarea materialului se face strict pentru promovarea evenimentului şi/sau a FITS, în scop educativ și/ sau pentru arhiva proprie. Înainte de difuzare. materialul video fi acceptat va monika.zielinska@trwarszawa.pl.

12.In accordance with the provisions of Law no. 8/1996 on copyright and connected rights, the PROVIDER will agree to the video and/or audio registration by the ORGANIZER of 15 minutes of the performance (still camera/s, location of the camera after consultation with the Provider, registration of the fragment of the show indicated by the Provider), based on the initial scheduling, without requiring any extra charge. From the 15-minute fragment, the Organizer undertakes not to broadcast more than 3 minutes of the filmed material and the material distribution is strictly for the promotion of the event and/ or of FITS for educational purposes and/or for its own archive. Before broadcasting, video material shall be accepted by monika.zielinska@trwarszawa.pl.

12. PRESTATORUL va fi disponibil, conform programării prealabile, la interviuri pentru conferințe, presă scrisă, online, TV, radio etc. Organizatorul va transmite Prestatorului programul de interviu cu 2 săptămâni înainte, în caz contrar Prestatorului nu garantează participarea la interviuri.

13. The PROVIDER will be available, according to the preliminary schedule, for interviews for conferences, press, online, TV, radio, etc. The Organizer will send to the Provider the interview schedule 2 weeks in advance, otherwise the Provider does not guarantee participation in the interviews.

13. Înainte de și în perioada FITS, PRESTATORULUI îi este interzisă apariția spectacolului adus în FITS în alt spațiu din România fără acordul expres scris al ORGANIZATORULUI.

14.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.

14. Prestatorul va furniza Organizatorului scriptul polonez pentru traducere cel târziu până la data de 1 mai 2022 astfel încât Organizatorul să îl poată traduce în limba română. Spectacolele vor fi prezentate cu un supertitlu bilingv (engleză-română) realizat de un membru. a echipei Prestatorului care va fi asistat de un membru al echipei de voluntari FITS. Supertitrările vor fi rulate pe un ecran alb.

15. The PROVIDER will provide the Organizer with the Polish script for translation no later than by 1 May 2022 so that the Organizer can translate it into Romanian. The performances will be presented with a bilingual supertitle (English-Romanian) realized by a member of the PROVIDER's team who will be assisted by a member of the FITS volunteer team. The supertitles will be run on a white screen.

15. Asigurarea personalului PRESTATORULUI, a decorului şi recuzitei sale, precum şi a oricăror alte bunuri folosite în spectacole susținute în FITS, pe perioada șederii în România, cade în sarcina PRESTATORULUI.

16.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.

16. De asemenea, cade în sarcina PRESTATORULUI instruirea si avizarea personalului propriu tehnic, artistic sau logistic, asa cum rezulta din lista participanților atasata la prezentul contract, privind normele de sanatate si securitate in munca, precum și prevenirea si protectia impotriva incendiilor, conform prescripțiilor legale aplicabile la spațiul de joc, în acest sens personalul tehnic, artistic sau logistic al PRESTATORULUI va participa la instruirea efectuata de personalul specializat al ORGANIZATORULUI privind normele de sanatate si securitate in munca, precum și prevenirea si protectia impotriva incendiilor, conform prescripțiilor legale aplicabile in Romania, si consfintita prin semnarea fiselor de instruire colective puse la dispozitie de

17. 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 participants attached to this contract, on occupational health and safety standards, as well as on prevention and protection against fires, according to the legal provisions applicable to the venue of the performance, in this purpose the technical, artistic or logistic personnel of the PROVIDER will participate at the training performed by the ORGANIZER's specialized personnel on occupational health and safety standards, as well as fire prevention and protection, according to the legal provisions applicable in Romania and endorsed by signing the collective training files provided by the ORGANIZER.

ORGANIZATOR.	
17. Personalul tehnic, artistic sau logistic al PRESTATORULUI este responsabil de indeplinirea intocmai a masurilor ce tin de sanatate si securitate in munca, precum şi prevenirea si protectia impotriva incendiilor, asa cum sunt precizate in fisa tehnica a evenimentului, si cu respectarea precriptiilor legale aplicabile la spaţiul de joc. Reprezentantii desemnati ai ORGANIZATORULUI acorda asistenta si supervizeaza aceste masuri.	18. The technical, artistic or logistic personnel of the PROVIDER is responsible for the proper implementation of health and safety measures at the workplace, as well as of fire prevention and protection measures. The appointed representatives of the ORGANIZER are familiar with the technical rider (Annex 2) and will assist and oversee these measures in compliance with the legal provisions applicable to the venue of the performance.
18. Prestatorul va organiza și plăti călătoria cu autocarul de la Aeroportul Varșovia la Cracovia în data de 26 iunie (4 persoane) și va asigura asigurarea de călătorie pentru toți membrii companiei pentru șederea lor în Sibiu.	19. The Provider shall organize and pay for the bus travel from Warsaw Airport to Cracow on 26 <sup>th</sup> of June (4 pax), and shall provide travel insurance for all company members for their stay in Sibiu.
19. Prestatorul se obligă să împacheteze bunurile care constituie decorul într-un ambalaj corespunzător în așa fel încât sa fie depozitate fără să producă Organizatorului daune.	20. 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.

20. Prestatorul se obligă să predea Organizatorului bunurile care constituie decorul la termenele stabilite în fisa tehnică, nu inainte si nici mai tarziu, clar marcate cu numele Prestatorului. În cazul în care Prestatorul încalcă această clauză contractuală, Prestatorul este de acord să garanteze și să exonereze Organizatorul și pe angajații acestuia, oaspeții și agenții acestuia, împotriva tuturor răspunderilor, pierderilor, daunelor, pretențiilor și cheltuielilor (înclusiv onorariile avocaților) care decurg ca urmare a unei astfel de încălcări.

21. The Provider undertakes to deliver the set elements and equipment to the venue for the setup within the deadlines set out in the Work Schedule (Annex 5), not before, nor later, clearly marked with the name of the Provider. If the Provider violates this contractual clause, the Provider agrees to warrant and exonerate the Organizer and its employees, guests and agents against any liability, loss, damages, claims, and expenses (including attorney's fees) arising from such an infringement.

#### COPRODUCĂTORUL se angajează:

Pentru a asigura disponibilitatea actorilor (Paweł Kruszelnicki, Jacek Romanowski, Małgorzata Zawadzka, Marta Ojrzyńska)\ in datele specificate în prezentul contract.

#### The COPRODUCER commits himself:

To ensure the availability of actors (Paweł Kruszelnicki, Jacek Romanowski, Małgorzata Zawadzka, Marta Ojrzyńska)\ on the dates specified in this contract.

#### b) ORGANIZATORUL se obligă să:/ B) The ORGANIZER commits himself:

- 1. Să asigure condițiile necesare îndeplinirii obiectului acestui contract de către PRESTATOR și va pune la dispoziție toate informațiile necesare realizării contractului.
- 1. To ensure the conditions necessary for the fulfilment of the object of this contract by the PROVIDER and to provide all necessary information for the execution of the contract.
- 2. Să asigure cazarea cu micul dejun participanților precizați în lista participanților din anexa 1 la contract.
- Nume Hotel Împaratul Romanilor

Adresa Hotelului Strada Nicolae Bălcescu 4, Sibiu 550159, Romania

2. To ensure accommodation in a hotel with breakfast included for the participants specified in the list of participants in Annex 1 to the contract.

Hotel name: Împaratul Romanilor

	Hotel Address: Strada Nicolae Bălcescu 4, Sibiu 550159, Romania
3. Asigura transportul aerian (prin achiziție de bilete de avion pentru membrii echipei Prestatorului conform Anexei 1, incluzand sib agaze de cala de cel putin 23 kg)	3. To ensure in-flight transportation (by purchasing plane tickets for members of the Provider's team according with the annex 1, including chacked baggage up to 23 kg),
3. Să asigure spațiul de joc în condiții bune precum și disponibilitatea spațiului de joc pentru montare, repetiții, spectacol și demontare in baza Riderului Tehnic (Annex 2) and Graficului de lucru (Annex 5)	4. To ensure the performance venue in good conditions as well as the availability of the performance location for the mounting, rehearsals, performance and disassembling according to the Technical Rider (Annex 2) and Work Schedule (Annex 5)
4. Să asigure cabine de schimb sau culise pentru artiști, in conformitate cu Riderul Tehnic (Anexa 2)	5. To ensure dressing rooms for the artists according to the Technical Rider (Annex 2).
5. Să asigure mânuitori de scenă pentru a ajuta la montarea și demontarea decorului, potrivit informațiilor cuprinse în fișa tehnică, in conformitate cu Riderul Tehnic (Anexa 2) si Programul de lucru (Anexa 5)	6. To provide technicians for unloading, set up, rehearsal, performance and dismantling the set, according to the Technical Rider (Annex 2) and Work Schedule (Annex 5).
6. Să asigure buna desfășurare a spectacolului.	7. To ensure the good conditions for the show.
7. Să pună la dispoziția PRESTATORULUI o magazie pentru depozitarea echipamentului în siguranță în perioada montării decorurilor, repetițiilor, spectacolului și demontării decorurilor.	8. To make available to the PROVIDER a warehouse for the safe storage of equipment from the time of unloading to loading.
8. Să comunice numele PRESTATORULUI în materiale informative sau publicitare referitoare la spectacol.	9. To communicate the name of the PROVIDER in informative or advertising material related to the show.

9. Să răspundă de costurile avansate de PRESTATOR pentru ducerea la îndeplinire a contractului dacă spectacolul va fi anulat din cauza ORGANIZATORULUI.  . Costurile vor trebui dovedite cu documente justificative.	10. To be responsible for the costs incurred by the PROVIDER for the performance of the contract, if the show is canceled due to the ORGANIZER fault. The costs will have to be proved with supporting documents.
10. ORGANIZATORUL va asigura transfer aeroport precum și între hotel și spațiul de joc (în timpul montării, repetițiilor și reprezentației) dacă distanța dintre ele este mai mare de 15 minute de mers pe jos.	11. The ORGANIZER will ensure the transfer from / to the airport, as well as between the hotel and the performance location (during assembly/disassmembly, rehearsal and performances) as the distance between them is more than 15 minutes walking.
11. ORGANIZATORUL va furniza apă potabilă pentru PRESTATOR în perioada montării, demontării, repetițiilor și prezentării spectacolului.	12 The ORGANIZER will provide drinking water for the PROVIDER during the setup, dismantling, rehearsals and presentation of the show.
12. ORGANIZATORUL va oferi spațiu de parcare gratis în Sibiu, în spațiile special amenajate, puse la dispoziția Prestatorului pentru camioanele de transport ale decorului acestuia precum și pentru mașinile de transport ale personalului Prestatorului în perioada ce are legătură cu spectacolul.  Organizatorul declară că este posibil ca un camion să circule direct la rampa de încărcare a locației, fără limitări formale și de timp.	13. 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 Provider's staff during the period related to the show.
14. ORGANIZATORUL va pune la dispozitie un interpret polonez-roman-polonez pe parcursul tuturor activitatilor programate la locul de desfasurare, adica de la formarea pentru SSM si PSI (23.06) pana la sfarsitul incarcarii (25.06).	14. The ORGANIZER will provide a Polish-Romanian-Polish interpreter during all activities scheduled at the venue, that is starting from the health and safety training (23.06) till the end of loading (25.06).

ORGANIZATORUL va asigura traducerea scenariului din poloneză în română în cooperare cu operatorul de supratitrare Mateusz Kasjaniuk: kasjaniuk.mateusz@gmail.com.	15. The ORGANIZER will provide translation of the script from Polish to Romanian in cooperation with the surtitle operator Mateusz Kasjaniuk: kasjaniuk.mateusz@gmail.com.
16. ORGANIZATORUL va oferi 6 bilete gratuite pentru fiecare spectacol sustinut de catre Prestator, ce va putea fi folosite de el.	16. The ORGANIZER will provide 6 free tickets for each performance held by the Provider to be used by him.
17. ORGANIZATORUL va trimite lista profesioniștilor de teatru invitați să vadă spectacolele la adresa agata.kolacz@trwarszawa.pl	17. The ORGANISER will send the list of the theatre professionals invited to see the performances to the address agata.kolacz@trwarszawa.pl
18. ORGANIZATORUL va trimite recenziile și articolele din ziare referitoare la spectacol la adresa de e-mail: agata.kolacz@trwarszawa.pl.	18. The ORGANISER will send the reviews and newspaper articles concerning the performance to the email address: agata.kolacz@trwarszawa.pl.

# V. FORŢĂ MAJORĂ/V. FORCE MAJEURE

- 1. Forța majoră este cauză exoneratoare de răspundere în condițiile dreptului comun în materie. Forța majoră eliberează ambele părți de răspundere sau obligație, exceptand pentru obligatiile financiare urmatoare:
- a) În cazul anulării (părți a) spectacolelor, orice costuri (de exemplu, pentru bilete, transport la set sau cazare) efectuate pentru producția care a fost deja suportată și care sunt nereturnabile și orice costuri suplimentare care se fac din cauza anulare, sunt plătite de Organizator.

Costuile Prestatorului vor fi dovedite de catre Prestator cu documente justificative

- b) În cazul anulării spectacolului înainte de montare: organizatorul este scutit de plata taxei menționate la articolul III Clauza 1.1, dar este obligat să asigure diurna și cazarea părții din echipaj care a sosit deja în România și să facă modificări ale biletele de avion înapoi la Varșovia;
- c) În cazul anulării spectacolului înainte de prima repetiție dar după montaj: organizatorul plătește o parte din taxa de producție în valoare de 4500 Euro și este obligat să asigure diurna și cazarea părții din echipaj care a sosit deja în România și să efectueze modificări ale biletelor de avion înapoi la Varșovia;
- d) În cazul anulării spectacolelor după repetiție: organizatorul plătește o parte din taxa de producție în valoare de 8000 Euro și este

- 1. The force majeure is a cause for the exoneration of responsibility, under the common law. Force majeure frees both parties from liability or obligation, except for the financial obligations set out below:
- a) In case of cancellation of (part of) the performances, any costs (for example, for tickets, set transport or accommodation) made for the production that has already been incurred and are non-returnable and any additional costs that are made due to the cancellation, are paid for by the Organizer.

The costs on the side of Provider will have to be proved by the Provider with supporting documents.

- b) In case of cancellation of the performance before the set up: organizer is exempt from paying the fee referred to Article III Clause 1.1 but is obliged to provide per diems and accommodation to the part of the crew that has already arrived in Romania and make changes of the flight tickets back to Warsaw;
- c) In case of cancellation of the performance before the first rehearsal but after the set up: organizer pays part of the production fee in the amount of 4500 Euro and is obliged to provide per diems and accommodation to the part of the crew that has already arrived in Romania and make changes of the flight tickets back to Warsaw;
- d) In case of cancellation of the performances after the rehearsal: organizer pays part of the production fee in the amount of 8000 Euro and is obliged to provide per diems and accommodation to

obligat să acorde diurnă și cazare întregului echipaj și să facă modificări ale biletelor de avion înapoi la Varșovia,

- e) În cazul anulării celei de-a doua reprezentații după prima reprezentație: organizatorul plătește taxa de prezentare în sumă de 3700 Euro și taxa de producție în valoare de 18 500 Euro și este obligat să acorde diurnă și cazare întregului echipaj.
- 2. În cazul în care orice problemă sau condiție dincolo de controlul rezonabil al oricărei părți cum ar fi, dar fără a se limita la război, terorism, urgență publică sau calamitate, grevă, tulburări de muncă, incendiu, defectarea echipamentelor mecanice sau electrice, accident, vătămare gravă și documentată, cutremur, inundație, alte tulburări sau orice restricție guvernamentală, de stat sau locală) împiedică orice parte la acest Acord să își îndeplinească orice parte a obligațiilor sale prezentate, atunci partile va stabili dacă s-a produs un eveniment de forță majoră și poate scuza orice obligații prevăzute în prezentul acord.
- 3.1 În cazul în care spectacolul nu este realizat din cauza îmbolnăvirii personalului Prestatorului cu COVID -19, Prestatorul va depune toate eforturile pentru a înlocui acel membru al personalului cu un înlocuitor adecvat pentru a asigura performanța continuă a producției.
- 3.2 Dacă nu poate fi găsit un înlocuitor adecvat și spectacolul este anulată din cauza incapacității unui membru al echipei Prestatorului, părțile vor coopera cu bună-credință în ceea ce privește o astfel de

the whole crew and make changes of the flight tickets back to Warsaw,

- e) In case of cancellation of the second performance after the first performance: organizer pays the presentation fee in the amount of 3700 Euro and the production fee in the amount of 18 500 Euro and is obliged to provide per diems and accommodation to the whole crew.
- 2. Should any matter or condition beyond the reasonable control of either party such as, but not limited to war, terrorism, public emergency or calamity, strike, labor disturbance, fire, breakdown of mechanical or electrical equipment, casualty, severe and documented illness or injury, COVID illness, earthquake, flood, or other disturbance, or any governmental restriction whether federal, state or local) prevent any party to this Agreement from fulfilling any portion of its obligations hereunder, then both parties shall determine whether a force majeure has occurred.
- 3.1 In the event the performance is not realised because of the Provider's staff illness with COVID -19, the PROVIDER shall use its best endeavours to replace that staff member with a suitable replacement to ensure the continued performance of the Production.
- 3.2 If no suitable replacement can be found, and a performance is cancelled due to a staff member's inability to perform, the Parties will cooperate in good faith in respect of such cancellation or interruption with a view to agreeing a plan for resuming and/or rescheduling the Production, as far as may be reasonable;

anulare în vederea stabilirii unui plan de reluare și / sau reprogramare a Spectacolului, în măsura în care este rezonabil.

- 4. Costurile cu spitalizarea din cauza imbolnavirii cu COVID 19 a personalului PRESTATORULUI vor fi acoperite de asigurarea de sănătate a fiecărui membru din echipa Prestatorului la sosirea în România, Organizatorul nu va fi responsabil de aceste costuri în orice fel. Costurile unei cazări prelungite, survenite din cauza bolii COVID 19 a personalului PRESTATORULUI vor fi suportate de Organizator.
- 5. Cu referire specifică la obligațiile ORGANIZATORULUI în cazul anulării contractului pentru evenimente de forță majoră, cum ar fi dar fără a se limita la război, stare de asediu, situații apărute din cauza Covid-19, cum ar fi carantina sau alte măsurile dispuse de autorități:
- 5.1 O astfel de anulare sau întrerupere nu va constitui o încălcare a prezentului contract;
- 5.2 Fiecare parte va lua toate măsurile rezonabile pentru a atenua orice costuri terțe cât mai curând posibil.

- 4. Costs with hospitalisation, occurred because of the COVID 19 illness of PROVIDER'S staff will be covered by the health insurance of each member of the Provider staff upon arrival in Romania, the Organizer will not be responsible of this costs in any kind. Costs of an extended accommodation, occurred because of the COVID 19 illness of PROVIDER'S staff will be covered by the Organizer.
- 5. With specific reference to the obligations of ORGANIZER in the event of cancellation of the contract <u>for events of Force Majeure occurring</u>, such as but not limited to war, state of siege or situation with Covid-19 such as quarantine or other governmental COVID-19 measures:
- 5.1 Such cancellation or interruption shall not constitute a breach of this Contract.
- 5.2 Each Party will take all reasonable steps to mitigate any third-party costs as early as practicable.

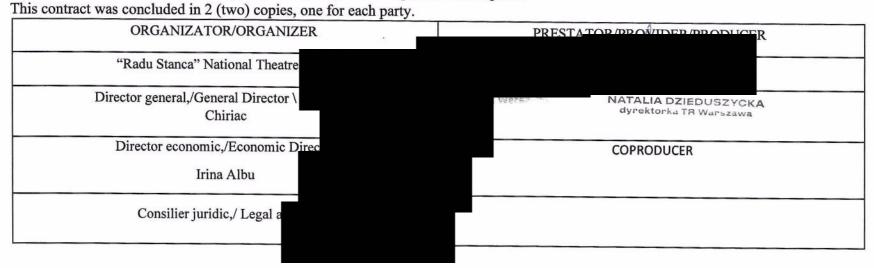
#### VI. ALTE CLAUZE/VI. OTHER CLAUSES

- 1. Anunțarea cauzei exoneratoare de forță majoră de răspundere se va face de partea care o invocă in maxim 24 ore de la termenul aflării acesteia.
- 1. Announcement of the cause for exoneration due to force majeure shall be made by the party invoking it within maximum 24 hours from the date of its occurrence.

- 2. În măsura în care oricare dintre dispozițiile prezentului contract devin ilegale sau inaplicabile datorită unor noi reglementări, respectiva dispoziție va fi formulată în noul spirit la legii, iar restul prevederilor prezentului contract se vor aplica astfel după cum acestea dispun.
- 3. Modificarea dispozițiilor prezentului contract fără acordul scris și expres al ambelor PĂRȚI va fi lipsită de efecte juridice, prezentul contract putând fi modificat doar prin acte adiționale la prezenta convenție.
- 4. Litigiile de orice natură decurgând din derularea prezentului contract vor fi soluționate pe cale amiabilă. În cazul în care nu se ajunge la o soluție agreată de ambele PĂRŢI, litigiul va fi dedus instanțelor din Sibiu, România pentru a-l soluționa, instanțe competente ca urmare a semnării contractului în Sibiu.

- 2. To the extent that any of the provisions of this contract become unlawful or unenforceable due to new regulations, that provision will be formulated according to the new law and the remaining provisions of this contract will apply as they have.
- 3. Amendments to the provisions of this contract without the express written consent of both Parties shall not have any legal effect, this contract may be amended only by means of additional acts to this convention.
- 4. Disputes of any kind arising out of the performance of this contract will be amicably settled. If no solution is reached by both Parties, the litigation will be settled by the courts of Sibiu, Romania to settle it, competent courts following the signing of the contract in Sibiu.

Prezentul contract s-a încheiat în 2 (două) exemplare, câte unul pentru fiecare parte./



X 7 1 2
Negociator contract/Contract negotiator
Irina Ch

**APPROVED** 

GENERAL MANAGER,

Podpis jest prawidłowy
Dokument podpisany mez Konrad
Wyrobek
Data: 2022.06.13
Cest CEST
Powód: Umowa zgodna formalnoprawnie



#### O F F E R DEAR GENERAL MANAGER,

The Company/Theatre TR Warszawa (Teatr Rozmaitości) residing in Marszałkowska 8, 00590 Warszawa, Poland, legally represented by Natalia Dzieduszycka (Director), Barbara Ogiełło (Head Accountant), with bank account IBAN: PL51 1240 6247 1111 0000 4974 9212, email sekretariat@trwarszawa.pl, tax payer identification number: PL5250009594, VAT number: PL5250009594

I present my offer regarding:

Company name: TR Warszawa

Performance: 3STRS

Dates to perform: 24 + 25 June 2022

Venues: Liceul Octavian Goga Duration of each show: 2 h 10 min

Number of people: 29

For this	I call the amount of	net fee

I am fiscal resident of Poland

Date:

APPROVED

GENERAL MANAGER,

Constantin Chiriac

#### FINAL O F F E R DEAR GENERAL MANAGER,

The Company/Theatre TR Warszawa (Teatr Rozmaitości), residing in Marszałkowska 8, 00590 Warszawa, Poland, legally represented by Natalia Dzieduszycka (Director), Barbara Ogiełło (Head Accountant), with bank account IBAN: PL51 1240 6247 1111 0000 4974 9212, email sekretariat@trwarszawa.pl, tax payer identification number: PL5250009594, VAT number: PL5250009594

I present my offer regarding:

Company name: TR Warszawa

Performance: 3 STRS

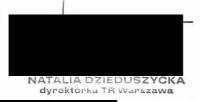
Dates to perform: 24 + 25 June 2022 Venues: Liceul Octavian Goga Duration of each show: 2 h 10 min

Number of people: 29

For this I call the amount of 29.400 net fee

I am fiscal resident of Poland

Date:







# Annex 1 to the contract no./ Anexa 1 la Contractul nr. 506 16 06.2022 PRODUCER'S participants list/Lista de participanți a PRODUCĂTORULUI

	Name/Surname Nume/Prenume	Nationality/ Naționalitatea	Address/Ad resa	Luggage	Job position/Funcția	Room type/ Tip camera	Arrival date/Dată sosire	Departure date/Dată plecare
1	Paweł Kruszelnicki	Poland	Cracow	8 kg	Actor	Single	23.06 KRK-OTP 12:30 Austrian	26.06 OTP-WAW 19:00 Austrian
2	Jacek Romanowski	Poland	Cracow	8 kg	Actor	Single		
3	Małgorzata Zawadzka	Poland	Cracow	8 kg	Actress	Single		
4	Marta Ojrzyńska	Poland	Warsaw	8 kg	Actress	Single		
5	Natalia Kalita	Poland	Warsaw	8 kg	Actress	Single		





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6	Jacek Beler	Poland	Warsaw	8 kg	Actor	Single		
7	Rafał Maćkowiak	Poland	Warsaw	8 kg	Actor	Single		
8	Maria Maj	Poland	Warsaw	8 kg	Actress	Single		
9	Mirosław Zbrojewicz	Poland	Warsaw	8 kg	Actor	Single	23.06 WAW- BUD 09:15 LOT	26.06 OTP -WAW 18:15 LOT
10	Wojciech Sobolewski	Poland	Warsaw	8 kg	Director's assistant	Single		
11	Piotr Piotrowicz	Poland	Warsaw	8 kg	Stage manager	Single		
12	Mateusz Kasjaniuk	Poland	Warsaw	8 kg	Surtitles operator	Single		
13	Magda Igielska	Poland	Warsaw	8 kg	Tour manager	Single		
14	Teresa Rutkowska	Poland	Warsaw	23 kg	Wardrobe	Single		
15	Elzbieta Kołtonowicz	Poland	Warsaw	23 kg	Wardrobe	Single		
16	Dominika Zatońska-Mosior	Poland	Warsaw	23 kg	Make-up	Single		
17	Milena Jura	Poland	Warsaw	23 kg	Make-up	Single		





18	Michał Golasa	Poland	Warsaw	23 kg	Tech. coordinator	Single	22.06 WAW- CLJ 2.50pm – 5.25 pm	26.06 CLJ-WAW 6.00 – 6.30 pm
19	Tomasz Trojanowski	Poland	Warsaw	23 kg	Stage hands, Prop master	Single		
20	Tomasz Ciężarek	Poland	Warsaw	23 kg	Stage hands	Single		
21	Marcin Puanecki	Poland	Warsaw	23 kg	Stage hands	Single		
22	Konrad Kajak	Poland	Warsaw	23 kg	Light tech.	Single		
23	Daniel Sanjuan- Ciepielewski	Poland	Warsaw	23 kg	Light tech.	Single		
24	Łukasz Karzewski	Poland	Warsaw	23 kg	Video tech.	Single		
25	Marcin Metelski	Poland	Warsaw	23 kg	Video tech.	Single		
26	Jakub Sapka	Poland	Warsaw	23 kg	Sound tech.	Single		05.07 CLJ-WAW 2.00 – 2.30 pm
27	Jerzy Szelewicz	Poland	Warsaw	23 kg	Sound tech.	Single		

PRODUCER/Producător

ORGANIZER/Organizator, Teatrul Național "Radu Stanca"

Manager lagistică







This technical rider provides only general technical requirements necessary for the presentation of the performance and may be modified at any time, depending on the venue.

Detailed and binding arrangements have been specified in the e-mail correspondence with:

Konrad Kajak, Jędrzej Jęcikowski, Łukasz Karzewski, Marcin Metelski, Jakub Sapka, Michał Golasa, Kacper Stykowski, Magda Igielska

Title: 3STRS

Directed by: Luk Perceval

Running time: approx. 2,5 h

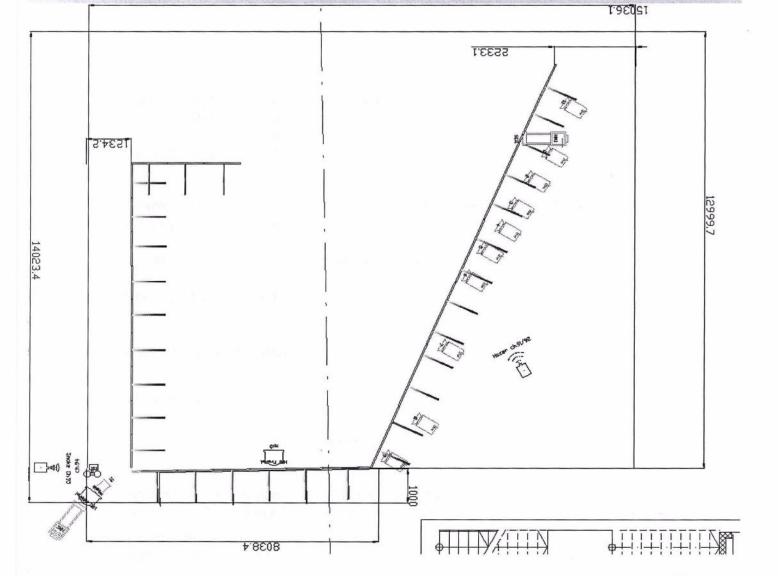
# General requirements:

Shipping: truck with a tail lift; trailer size 8,0m, min. height: 2,6m

Set-up / strike down time:

Approx. 14 h. (scenery, lights, sound and video installation) / approx. 12 h.

Min. stage dimensions:
15 m. wide, 14 m. deep, 7 m. high
Scenery mounted to the stage floor with screws
Amphitheatrical auditorium as shown in the following drawing:







## Stage:

- Technical ceiling should be equipped with fly-bars (having a load capacity of 150kg. each) allowing the lighting elements to be lifted. Min. lift height: 7m.
- · Scenery is fixed to the fly-bars or a construction installed at min. 7 meters above the stage
- Depending on the venue, wing flats or thick velvet side curtains may be necessary to conceal actors entering the stage.
- Changing area for the actors shall be set up with wing flats close to the stage, if needed..
- Soda water machine to be positioned near the stage.
- · Approx. 10 chairs in the backstage area.
- <u>During the show theatrical smoke is used, therefore smoke detectors in the theatre need to be switched off.</u>
- During the show all of the lights in the stage area and in the auditorium need to be switched off, save for the lights used in the performance.
- Backstage and all elements that may present a risk for the staff moving at the backstage during the black-outs (such as spotlights, tripods, loudspeakers, tables, hangers, flats, and floor edge) should be backlit.
- The crew helping with the set-up should be equipped with basic tools (drill drivers, wrenches, etc.). If there is no access to a house workshop, the crew should also be equipped with a jig saw, circular saw and there should be a trained carpenter available.
- Technical crew provided by Promoter should be available from the start of unloading until
  the completion of reloading of the decorations, in accordance with schedule agreed in detail
  after inspecting with the venue.
- All cables around the stage should be secured (taped to the surface).
- Only the personnel authorized by TR Warszawa and/or Promoter shall have access to the stage, backstage, and back-office
- Stage space encompasses the auditorium as well as the area beyond. The entire play area must be free of any items/equipment not being used for the production of the performance.
- The stage should be vacuumed and mopped half an hour before the rehearsals and shows (or earlier if the venue opens for the public early)
- Temperature on the stage should be high enough (approx. 20°C) to offer comfortable work environment for the actors.



## Lights:

Lighting operator's stand shall be located in the last row of the auditorium, next to the sound operator's stand.

Lighting equipment should be installed and cabled in accordance with the provided drawing prior to TR Warszawa's technical crew arrival (if there are no arrangements made, installation may start once TR crew arrives).

Lighting operator's stand shall be located in the auditorium (last row, right corner).

#### The Promoter shall provide:

Compulite Vector - 1

2 x HMI Robert Juliat HMI 18/38 Profile zoom 1.2kW

2 x HMI Fresnel 2.5kW with barn doors

2 x Martin Viper Performance

10 x PC 2kW with barn doors

1 x PAR 64 CP 61 1000W 9

9 x PAR 64 CP 62 1000W

6 x floodlights with barn doors 1000W

1 x Hazer ROBE FAZE 1050 FT or a similarly quiet one

1 x Rosco Vapour or a similar fog machine

1 x 18" Steel fan vertical airflow

1 x A heavy duty tripod for the HMI Fresnel 2.5kW lamp (adjustable up to 350 cm)

Power cords, power boards / adapters, 5pin DMX512 cables

10 x Desk lamps

10 x Lamps with blue light bulbs for the backstage

Lee 201 / Lee 174

#### Adjustable auditorium lighting.

The Promoter shall provide the required lighting equipment together with the necessary regulators, power cords, DMX cables etc.

The Promoter shall provide a tall ladder (approx. 6 m.), "genie" or a rolling scaffold. The equipment should be in good working condition. Each profile should be equipped with a hook compatible with the rigging system, a filter frame and a security line. If possible, the Promoter should provide the lighting equipment as specified above. All substitutions should be approved by the TR technical manager or a person authorized by the TR technical manager.

Any and all questions should be directed to:

Lighting operator: Daniel Sanjuan Ciepielewski +48 506 564 298

daniel.sanjuan@trwarszawa.pl



#### Sound:

Important notice!!! Sound system needs to be powered by an independent electrical system!!!

Equipment must be earthed and free of noise, electric hum or any other disturbances that would compromise the satisfactory quality of the performance. The system needs to be powered by a source that is separate from lighting power source. The electric power of the independent, three-phase power outlet should be adequate for the employed sound system. If possible, the Promoter should provide the sound equipment as specified above. All substitutions should be approved by the TR technical manager.

TR Warszawa shall provide two F.O.H. sound operators. The Promotor needs to provide a sound technician who is familiar with good quality P.A. sound systems, a F.O.H operator and a technician who will handle the lavaliere microphones (hand out the equipment, tape/attach the mics, and oversee the wireless system during the show). The equipment need to be completely installed, gain staged, run and checked before the TR Warszawa's crew arrives.

#### Sound system

#### MUSIC

A high quality, low noise, surround (octophonic) sound system which consists of 8 speaker sets of the same brand and model. Only the reputable brands such as JBL, EAW, d&b, Electro-Voice, Martin Audio, Mayer Sound etc. are acceptable. Power of the loudspeakers shall be adequate to the area they cover. Positioning of the loudspeakers is presented in the picture below. Additionally, two low noise speakers with an option to place them ON THE STAGE. Subwoofers with a cardioid configuration and converters min. 2X18 inches.

Preferred loudspeakers systems: L'Acoustics SB 28, d&b J-SUB, d&b J INFRA SUB, d&b SL SUB.

#### LAVALIERE MICROPHONES

A separate, independently controlled sound system for the lavaliere microphones shall include: a stereo LRC system and a frontfill system (4 speakers).

The system shall be adequate to the area it covers and provide even audibility in all areas of the auditorium.

It is crucial that the wireless transmitters and the bodypacks are top quality equipment. 11 wireless transmission channels in Shure ADX o Shure QLXD or Sennheiser G4 system are required. For each bodypack there shall be assigned one lavaliere microphone. Only the following three types of headset microphones are acceptable: Countryman E6OW6L, Shure MX153, DPA 4188.

For each bodypack there shall be dedicated one flesh-colored strap, preferably made by URSA. Sound mixing console

F.O.H. sound mixing console needs to be positioned centerline to the stage, in the central point of the audience. The F.O.H. mustn't be positioned under the balconies, in the corner of the hall, beside a wall or in a separate booth.

A high quality digital console is required. It must be equipped with at least 32 inputs and 32 outputs and it must allow for a full digital processing, high quality reverb and delay effects, and a

snapshot work mode. Preferred console models: Allen & Heath dLive S5000, Yamaha Rivage PM10, Yamaha CL5, Soundcraft VI 3000.

Monitor system

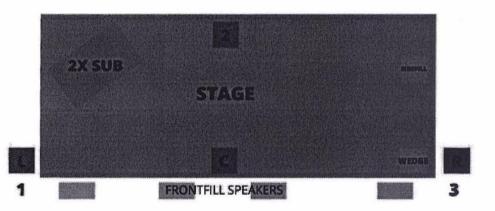
The show's monitor system consists of one side fill (a min. 1kW speaker set) on a tripod and one wedge monitor positioned on the stage.

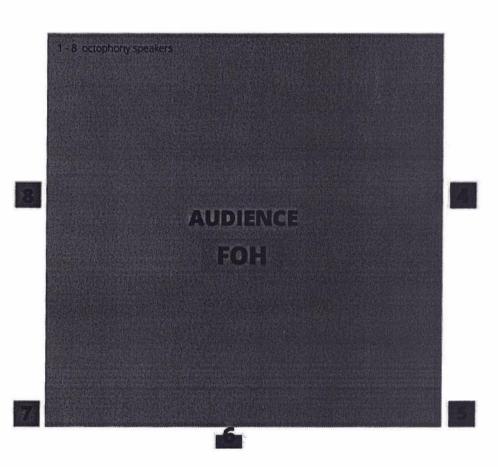
List of the inputs:

- 1 Lavaliere microphone for NATALIA
- 2 Lavaliere microphone for GOSIA
- 3 Lavaliere microphone for MAJA
- 4 Lavaliere microphone for OKSANA/MARTA
- 5 Lavaliere microphone for ZYGMUNT
- 6 Lavaliere microphone for JACEK B.
- 7 Lavaliere microphone for JACEK R.
- 8 Lavaliere microphone for MIREK
- 9 Lavaliere microphone for RAFAŁ
- 10 Lavaliere microphone (SPARE)
- 11 Lavaliere microphone (SPARE)
- 12 PC CH 1
- 13 PC CH 2
- 14 PC CH 3
- 15 PC CH 4
- 16 PC CH 5
- 17 PC CH 6
- 18 PC CH 7
- 19 PC CH 8



Stage plan





Any and all questions should be directed to Sound operator: Jakub Sapka +48 505815890 jakub.sapka trwarszawa.pl



Video:

Video operator's stand shall be located in the last row of the auditorium, next to the sound operator's stand

#### The Promoter shall provide:

2x 12k ANSI projectors (projectors' rigging system should allow suspension)

- projectors must offer the "corner correction" function
- preferred video input: SDI

Wide angle lenses – 0.9:1 beam angle

The projectors should not be lauder than 44 db

Each projector should be connected to the video operator stand.

Preferred video transmission with SDI (2x converters).

Computer for the video operator: computer power of at least macbook pro 15' (graphics card – min. Radeon Pro 460 class, 16GB RAM, 150 GB of available SSD storage)

- Resolume Arena 7 software
- 2 independent video outputs.

Video equipment must be plugged to "acoustic", disturbance-free power sockets. The Promoter shall provide a tall ladder (approx. 6 m.), "genie" or a rolling scaffold. The equipment should be in good working condition. Each projector should be equipped with a hook compatible with the rigging system and a security line. If possible, the Promoter should provide the video equipment as specified above. All substitutions should be approved by the TR technical manager or a person authorized by the TR technical manager.

Adrian Hutyriak adrian.hutyriak@trwarszawa.pl 570615022



Stage Manager communication:

In order to facilitate efficient stage manager communication, the Promoter shall provide:

#### Intercom – internal communication, monitors speaker system

- Stage manager's stand (intercom, lamp, preview etc.) stage manager's stand shall be located on the right side of the stage, so that stage manager maintains eye contact with the actors right before they enter the stage and additionally has intercom access
- At the stage manager's stand there shall be stage audio monitoring available.
- One should be able to control the light signals (cues for the actors) from the stage manager's stand
- Loud speakers in the dressing rooms transmitting audio from the omnidirectional stage microphone.
- "Cues" for the dressing rooms system that allows the Stage Manager one way, verbal communication with all dressing rooms simultaneously (one line).
- **Professional intercom** (one communication channel is sufficient). Professional headsets with one ear-piece, microphone and light indicator for 5 people (including 1 wireless set). Walkie-talkies are an unacceptable communication method for the run of the show.

#### The announcements must be clearly audible!!!

One of the intercoms must have a "stay on" function for the microphone (so that it stays active without pressing any button)

#### Intercoms are needed for:

- 1. The director in the auditorium during the rehearsals
- 2. The stage manager
- 3. The lighting operator
- 4. The sound operator
- 5. The video operator

Stage Manager : Wojciech Sobolewski 48 608445439



# **Dressing rooms:**

The Promoter shall provide at least 4 fully furnished dressing rooms with door locks (5 actors and 4 actresses) and one dressing room for the technical crew. There should be a private bathroom available for the artists' exclusive use. If possible, dressing rooms should be located

right next to the stage. There should be an iron and ironing board available in the dressing rooms. The Promoter shall ensure safety of the artists and the items kept in the dressing rooms. There should be stage monitor speaker installed in the dressing rooms.

The Promoter should provide free access to a washing machine and a dryer. The Promoter should supply dry cleaning services for the costumes, if necessary. Washed costumes should be ready for use min. 3 hours before the show (rehearsal).

The Promoter shall provide a dedicated small make-up room or a place with a table, mirror and lights near the dressing rooms.

The Promoter shall provide a separate room for the technical crew (4 people) - the fifth dressing room.



# Final arrangements:

Technical equipment needs to be fully functional. If technical requirements are not met, the show(s) may be postponed or cancelled.

#### **Drinks and snacks:**

The Promoter should provide sufficient amount of water (sparkling and still), tea, coffee and light snacks for the technical crew and the artists during the set up / strike down, rehearsals, and shows.

## Staff provided by the Promoter:

Installation / prop technician	8 for unloading/reloading, 8 for set-up and strike-down/ 1 on duty and during the show
Lighting technician	2 for set-up /1 on duty during the rehearsals and during the show
Sound technician	2 for set-up /1 on duty during the rehearsals and during the show
Video technician	2 for set-up /1 on duty during the rehearsals and during the show
Stage manager	on duty during the rehearsals and during the show
Wardrobe and make-up person	1 + 1 for dress-room preparation / 1 on duty
Throughout the entire set-up period	1 SUPERVISOR RESPONSIBLE FOR THE TECHNICAL CREW PROVIDED BY PROMOTER
	2 IF THE FLY SYSTEM IS OPERATED MECHANICALLY, THE SAME FLYMAN RESPONSIBLE FOR RUNNING THE LIGHTING FLY-BAR NEEDS TO BE PRESENT AT THE REHEARSALS AND THE SHOWS





NATALIA DZIEDUSZYCKA dyrektorka TR Warszawa



TR technical crew on tour:

- 1 prop manager
- 2 installation technicians
- 2 lighting technicians
- 2 sound technicians
- 1 video technician
- 2 wardrobe persons
- 2 make-up artists
- 1 conceptual supervisor
- 1 technical supervisor

TRANSLATION – for non-Polish speaking audience, English surtitles may be provided.

Subject to prior arrangement, TR may contract an additional person familiar with the show to screen the subtitles. TR has a computer with necessary software to be connected to the screen system. The Promoter should provide a surtitles screening system. In TR we use at least two 50" TV screens positioned on the left and on the right side of the stage. Due to a high light intensity, screening the surtitles with projectors over the play area does not work. The Promoter should know his auditorium and the number of non-Polish speaking audience best and therefore the Promoter takes full responsibility for the selection of the number of screens and their placement.

Technical Manager: Sebastian Kuźma

+ 48 537 516 748

e-mail: sebastian.kuzma@trwarszawa.pl

# DECLARATION REGARDING THE USE OF ORIGINAL MUSIC FOR THE PERFORMANCE "3STRS" PRESENTED DURING SIBIU INTERNATIONAL THEATRE FESTIVAL (FITS) 2022

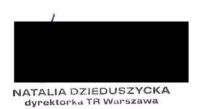
The subscribed, TR Warszawa (Teatr Rozmaitości), legally represented by Natalia Dzieduszycka, Director, hereby declare that the music used for the performance "3STRS" is original and composed by **Karol Nepelski**.

The company assigns unexclusive public distribution of the music during FITS without any additional costs for the original music.

The company assigns not excessively, during Sibiu International Theater Festival, the public dissemination of music at no cost to original music, to the organizer and the third parties involved in the promotion of FITS in addition to the royalty costs included in contract no

Position & signature

Date





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# DECLARAȚIE PRIVIND UTILIZAREA MUZICII ORIGINALE ÎN SPECTACOLUL "\_\_\_\_\_" PREZENTAT ÎN CADRUL FESTIVALULUI INTERNAȚIONAL DE TEATRU DE LA SIBIU 2022

Subscrisa,	(numele companiei)				_, reprezentată legal						
(nume)	declarăm j	prin pr	ezenta	că	muzica	utilizată	în				
spectacolul "		<b>,,</b>	este	0	concepție	proprie	a				
Compania cesio	onează neexclusiv	v pe pe	rioada	FIT	'S difuzar	ea public	ă a				
muzicii fără costuri p	entru muzica ori	ginală, a	atât or	ganiz	zatorului c	ât și terțe	lor				

Funcția & semnătura

părți implicate în promovarea FITS.

Data



NATALIA DZIEDUSZYCKA dyrektorka TR Warszawa



Annex to the contract authorising the use of music for lucrative purpose no. 25 2024 TR 5 from (date) 15.06, 2022.

PERFORMANCE:	Page
PRODUCER:	Form filled out by: (complete name)
MUSICAL DIRECTOR:	Date:
DURATION OF THE PERFORMANCE:	Signature:
DATE / VENUE TO PRESENT THE PERFORMANCE:	

### LIST OF USED MUSICAL WORKS

No	TITLE OF THE WORK	DURATION	COMPOSER / INTERPRETER	LYRICIST								
1	1 no foreign works are used in the performance, apart from the music of Karol Nepelski, referred to in Annex 3											
2												
3												
4												



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		festival	festival	TR	festival	TR	festival	TR	festival	TR	festival	TR	festival	TR	TR	
DATE	TIME	DESCRIPTION														
	10.00-11.00	EQUIPMENT UNLOADING	1	4	3	2	2	2	2	2						1
23.06.2022	10.00-14.00	SET UP SET/SOUND/LIGHT/VIDEO	1	4	3	2	2	2	2	2	1					1
	14.00-15.00	LUNCH BREAK														
	15.00-22.00	SET UP SET/SOUND/LIGHT/VIDEO	1	4	3	2	2	2	2	2						
	20.00-22.00	VIDEO REHEARSAL	1	4	3	2	2	2	2	2	1					
24.06.2022	8.00-10.00	POSSIBLE CORRECTIONS	1	1	3	2	2	2	2	2						
	7.00-8.00	CLEANING THE STAGE	1										薩			
	9.00-10.00	PROP PREPARATION / MAKE -UP / WARDEROBE	1	1	3	1	2	1	2	1	2	1	2	1	2	1
	10.00-14.00	REHEARSAL	1	1	3	1	2	1	2	1	2	1	2	1	2	1
	14.00-15.00	OVERWIEV OF THE REHEARSAL/ BREAK	1	1	3	1	2	1	2	1	2	1	2	1	2	1
	16.00-17.00	START OF MAKE-UP	1	100								1	2	1	2	
	15.00-16.00	PROP PREPARATION / MAKE -UP / WARDEROBE	1	1	3	1	2	1	2	1	2	1	2	1	2	1
	16.00-16.45	INSTALLATION OF MICROPORTS FOR ACTORS				100 mg		1	2			1	2	1	2	1
	18.00-20.30	PERFORMANCE	1	1	3	1	2	1	2	1	2	1	2	1	2	1

