

# CONTRACT ON ARTISTIC PERFORMANCE No. 58 /ZoU/2022/1

concluded within the meaning of Sec. 94 et seq. Act No. 185/2015 Coll. and Act No. 513/1991 Coll. of the Commercial Code

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## Article I Contracting Parties

<b>1.1 Client</b>	<b>CULTUS Ružinov, a.s.</b>
Registered office:	Ružinovská 28, 820 09 Bratislava II
CIN:	35 874 686
TIN:	2021773941
VAT number:	SK2021773941
Banking channel:	Tatra banka, a.s.
BIC:	TATRSKBX
IBAN:	SK32 1100 0000 0026 2670 5802
Registered:	in the Commercial Register at the District Court Bratislava I, Section Sa, Insert No. 3262/B

(hereinafter referred to as the “*Contracting Party*“)

### 1.2 Performer                      Piotr Cholołowicz

Permanent residence:            plac Akademicki 11/7, 41-902 Bytom

(hereinafter referred to as the “*Performer*“)

(the Client and the Performer are hereinafter together referred to as the “*Contracting Parties*“)

## Article II Subject matter of the Contract

- 2.1 On the basis of this Contract, the Client orders an artistic performance from the Performer, which consists of a performance – **lecturer of master courses**  
**Masterclass title: Development and the role of musical imagination in creating a musical narrative - examples of practical application**  
(hereinafter referred to as the “*Artistic Performance*“).
- 2.2 The Client orders the Artistic Performance within the following event:  
Name of the event:                      **Symfónia umenia**  
Date and time of the event:            **5.9.2022 -9.9.2022**

Date and time of the Artistic Performance: **5.9.2022 -9.9.2022**

Venue of the event: **DK Ružinov, Ružinovská 28, Bratislava**

- 2.3 The Performer agrees to provide the Artistic Performance under clause 2.1 as part of the Event under clause 2.2 and on the terms and conditions set out in this Contract.
- 2.4 The Client is entitled to change the venue of the event in the event of adverse weather conditions or for other reasons of force majeure - **DK Ružinov, Ružinovská 28, Bratislava**

### **Article III Rights and Obligations of the Contracting Parties**

- 3.1 The Client is obliged to provide the Performer with the technical facilities necessary for the provision of the artistic performance by the Performer, namely:
- a) a dressing room for the Performer,
  - b) a stage or other place for the artistic performance,
  - c) sound and lighting necessary for the provision of the artistic performance.
- 3.2 If, in connection with the provision of the artistic performance, an obligation arises to procure a permit for the public production of the author's work and to pay royalties to collecting societies, the Client is obliged to apply to the relevant body for a permit for the public production of the author's work and to notify and pay royalties to the relevant collecting society in accordance with the applicable regulations.
- 3.3 In order to fulfil the Client's obligations under clause 3.2 of this Contract, the Performer is obliged to deliver a list of the copyright works used in connection with the artistic performance (with data such as the author of the text or music, etc.) no later than on the day of the artistic performance by the Performer. In the event that the Performer breaches the obligation under the preceding sentence, the Performer shall not be entitled to remuneration under this Contract.
- 3.4 The Performer agrees to provide the artistic performance in a proper, valuable and artistically appropriate manner, at the time and within the scope of this Contract.
- 3.5 The Performer undertakes to arrive at the venue at least one hour before the start of the artistic performance.
- 3.6 The Client is obliged to provide travel cost and accommodation.

### **Article IV Remuneration**

- 4.1 For the actual provision of the artistic performance, the Client shall pay the Performer remuneration in the amount of EUR 1 250 (onetousandandtwohundredfifty euros) (hereinafter referred to as the "Remuneration"). The payment will be provided not later than 14 days after the workshop.

- 4.2 The Client and the Performer, in accordance with the provisions of Section 43 (14) of Act No. 595/2003 Coll., on Income Tax have agreed not to withhold tax.

## **Article V**

### **Special arrangements**

- 5.1 The Performer grants the Client unconditional and gratuitous consent to make visual, audio and audio-visual recordings of the artistic performance provided by the Performer, as well as to use the Performer's name and surname, likeness, visual, audio and audio-visual recordings relating to the Performer for marketing and similar purposes of the Client (e.g. for use on the website, social networks, marketing printed materials, etc.).
- 5.2 The Performer declares that the Artistic Performance under this Contract does not contain any facts which may unjustifiably prejudice the rights and legally protected interests of other authors, artists, rights holders or other legal or natural entities and/or may be contrary to good morals. In the event of a breach of an obligation under this clause of the Contract, the Performer undertakes to fully indemnify the Client and/or any third party against any damage resulting from a breach of an obligation under this clause of the Contract or from the falsity of the Performer's representations under this clause of the Contract.

## **Article VI**

### **Termination of the Contract**

- 6.1 The Contracting Parties agree that this Contract may be terminated by mutual written agreement of the Contracting Parties.
- 6.2 Both the Client and the Performer shall be entitled to withdraw from this Contract without assigning any reason, provided that the withdrawing party shall pay a severance payment, according to the time of withdrawal, as follows:
- a) if the withdrawing party withdraws less than 31 days and more than 14 days before the date on which the artistic performance is to be given pursuant to clause 2.2 of this Contract, it shall pay to the other party a severance payment equal to 50% of the performer's remuneration under this Contract;
  - b) if the withdrawing party withdraws 14 days or less than 14 days and more than 4 days before the date on which the artistic performance is to be given pursuant to clause 2.2 of this Contract, it shall be obliged to pay to the other party a severance payment equal to 75% of the performer's remuneration pursuant to this Contract;
  - c) if the withdrawing party withdraws 4 days or less than 4 days before the date on which the artistic performance is to be given according to clause 2.2 of this Contract, it

is obliged to pay to the other party a severance payment equal to 100% of the performer's remuneration according to this Contract.

- 6.3 The Client shall be entitled to withdraw from this Contract in the event of a breach by the Performer of an obligation under this Contract or a breach of an obligation arising from legislation related to this Contract. In the event of withdrawal from the Contract pursuant to the preceding sentence, the Client shall not be obliged to pay the severance payment.
- 6.4 The Client shall be entitled to withdraw from this Contract on the grounds of force majeure. In the event of withdrawal from the Contract according to the preceding sentence, the Client shall not be obliged to pay the severance payment and shall not be liable for any damage incurred.
- 6.5 The Performer is entitled to withdraw from this Contract if he/she is unable to perform for health reasons (which he/she is obliged to prove to the Client). In case of withdrawal from the Contract according to the previous sentence, the Performer is not obliged to pay the severance payment.
- 6.6 If the Performer withdraws from the Contract in accordance with clause 6.2 of this Contract or the Client withdraws from the Contract in accordance with clause 6.3 of this Contract, the Performer shall be obliged to reimburse the Client for the costs incurred in connection with this Contract (e.g. for marketing purposes, provision of backstage facilities, etc.).
- 6.7 If the Client withdraws from this Contract in accordance with clause 6.4 of this Contract less than 24 hours before the time when the artistic performance under clause 2.2 of this Contract is to be provided, the Client shall reimburse the Performer for the proven, reasonably incurred costs of travel to the venue of the event under clause 2.2 of this Contract, provided that at the time of the withdrawal the Performer has already made or incurred the costs of such travel (e.g. purchased the air ticket, travel pass, etc.).
- 6.8 In the event of cancellation of this Contract due to force majeure (or health reasons on the part of the Performer), the Contracting Parties shall attempt to negotiate the provision of the artistic performance on an alternative date.
- 6.9 The effects of withdrawal from the Contract shall commence on the date of its delivery to the other Contracting Party. Delivery of the withdrawal (and other documents under this Contract) may also be made by email to the email addresses listed below:  
Client: [helena.kruzliakova@cultusruzinov.sk](mailto:helena.kruzliakova@cultusruzinov.sk)  
Performer: [piotrchololowicz@gmail.com](mailto:piotrchololowicz@gmail.com)

## Article VII

## Final Provisions

- 7.1 In accordance with Section 262(2) of the Commercial Code, the Contracting Parties agree that their contractual relationship established by this Contract shall be governed by the Commercial Code.
- 7.2 This Contract may be amended or supplemented only by written agreement of the Contracting Parties, unless it is expressly agreed in this Contract that it may be amended in any other way in a particular case. This Contract shall enter into force on the date of its conclusion. This Contract shall enter into force on the day following its publication in the Central Register of Contracts, where the Contract shall be published in full.
- 7.3 This Contract shall be drawn up in the Slovak language in 4 copies, 1 of which shall be given to the Performer and 3 to the Client.
- 7.4 The Contracting Parties declare that they are legally capable of legal acts, their contractual freedom is not limited, they have concluded this Contract by mutual agreement on the basis of their free and serious will, which they have expressed in a certain and comprehensible manner, they have not concluded this Contract in an emergency or under conspicuously unfavourable conditions, the Contract is in the prescribed form, they have read the Contract before signing it and signed it as a sign of their consent.

On behalf of the Client:

On behalf of the Performer:

In Bratislava, on 8.8.2022

In Katowice, on 15.8.2022

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Andrea Kozáková  
Director

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Piotr Chołłowicz  
lecturer