Agreement #\_\_\_\_\_\_\_

 Ufa, Russia “\_\_\_”\_\_\_\_\_\_\_\_\_20\_\_\_

The **Company**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

on behalf of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further referred to as the “Company”, on the one hand,

and the ***State Budget Artistic and Cultural Institution of the Republic of Bashkortostan* “Bashkir State Opera and Ballet Theater”** on behalf of the general director Ilmar Almukhametov, acting by the rules and regulations, further referred to as the “Theater”, on the other hand,

further collectively referred to as the “Parties”, have signed the present agreement as follows:

**Introduction**

1. The Company has a legal status and rights to represent the Theater on the basis of this agreement. The status of the Company and its rights are confirmed by the submitted to the Theater *certified copies of the constituent documents*. The Theater has the necessary legal status and material and artistic base for a high-quality performance of the approved by the parties repertoire.
2. The Company has the right to sign agreements with theaters, concert halls and other organizations so as to organize performances and concerts of the Theater and the Theater will organize all performances and concerts at a high professional level.
3. The conditions of this agreement are a commercial secret. The parties agree and guarantee that any issues directly or indirectly referring this agreement can be discussed only by the parties.
4. **Subject of the agreement.**
5. The Company, acting by the order and in the interests of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , aiming for the development and expansion of cultural relationships between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Russia, invites in the framework of the cultural exchange program, and the Theater sends its ballet group to organize a tour from \_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_ until \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.
6. The final exact dates of the tour can be specified and corrected and in this case will be signed by the parties in the form of the additional agreement.
7. Repertoire:

Ballet performances of the Theater (Appendix #1)

1. The plan of the tour, number of performances will be approved by the parties not later than 60 days prior to the start of the tour and stipulated in Appendix #2 to the present agreement and signed by both parties.
2. Not more than \_\_\_\_\_\_\_\_\_ ballet dancers will take part in the tour and not less than \_\_\_\_\_\_ people of technical staff, further referred to as the participants of the tour (Appendix #3).
3. **Obligations of the Theater**
	1. The Theater guarantees to organize all performances and concerts according to the repertoire (Appendix #1) at a high professional level.
	2. The Theater guarantees:
		1. To hold all performances and concerts in conformity with the plan of the tour, on the stated days and hours without delays.
		2. To provide technical personnel for preparation and holding of the performances for the entire period of the tour.
		3. To provide the fire –protection certificates for decorations of the respective form not later than \_\_\_\_\_\_\_\_ 201\_\_.
		4. To provide sound recording for the period of the tour.
	3. The Theater guarantees that the names of the performances, concerted numbers, decorations, costumes and property are the property of the Theater and don’t violate the provisions of the author’s right.
	4. Not later than \_\_\_\_\_\_\_\_\_20 \_\_\_\_, the Theater will prepare and load according to the repertoire and send by the route Ufa - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_- Ufa, and the Company will pay all the necessary elements for performances and concerted numbers, including decorations meeting the conditions of the fire-protection safety, having the respective confirming documentation, costumes, make-up, property and other necessary details and materials in conformity with the list of property. All the above stated elements and materials are to have documents and certificates necessary for customs declarations of the cargo.
	5. In case one or a few performers are not able to participate in the performance or a concerted number, the Theater undertakes to:
		1. To prepare and make equal replacement by other performers, ***being on tour***, on its account;
	6. The Theater will provide the following information to the Company:
		1. The list of tour participants, including scanned copies of foreign passports until \_\_\_\_\_\_\_\_ 20 \_\_\_.
		2. The list of accommodation at the hotel until \_\_\_\_\_\_\_ 20\_\_\_\_\_ (Appendix #4).
	7. The Theater will prepare on its account and provide the Company with all the necessary documents for visa issue not later than 60 days prior to the start of the tour.
	8. The Theater will take all necessary measures to provide meeting the laws of the Russian Federation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, rules of behavior and order by the participants of the tour for the entire period of the tour.
	9. The Theater guarantees the transfer of the list of production luggage (volume, weight, dimensions, contents, evaluation of luggage) by \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.
	10. The Theater guarantees to submit the Company the information regarding the history of the Theater, submit pictures and biographical data of the Theater’s performers until \_\_\_\_\_\_\_\_ 20\_\_\_\_.
4. **Company’s obligations.**
	1. The Company undertakes to show not less than \_\_\_\_\_\_ performances during the tour in the cities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in conformity with the repertoire and plan of the tour.
	2. The Company undertakes to rent the rehearsal halls for rehearsals with the proper comfortable conditions.
	3. The Company undertakes to provide the places of organization of performances and concerts taking into account the requirements of tour organization, including parquet flooring of the stage, lighting and sound equipment, stipulated in the technical requirements of the Theater.
	4. The Company undertakes to organize and pay for:
		1. Accommodation of the tour participants at least at 3-star hotels in conformity with the list of accommodation of the tour participants (Appendix #4);
		2. Transportation of the Theater cargo by the route Ufa-\_\_\_\_\_\_\_\_\_\_\_\_\_-Ufa and all the necessary customs duties and fees connected with this transportation.
		3. Organize and pay to the Theater for the transportation of the tour participants by the route Ufa-\_\_\_\_\_\_\_\_\_-Ufa at the number of \_\_\_\_\_ people. Each participant of the tour can have personal luggage with the maximum weight of 20 kg. The Company doesn’t pay for the transportation of the luggage exceeding 20 kg.
		4. Comfortable buses with air conditioners meeting safety requirements to meet, see and deliver the tour participants and luggage between the towns (at least \_\_\_\_\_\_\_\_\_\_\_ seats) for performances and concerts from hotel and back. Buses are to be equipped in conformity with the requirements of the norms of technical safety and sanitary norms (schedule in Appendix #1).
		5. In case of necessity try to provide a mini-bus for transportation of the technical group.
	5. The Company will make and pay for the official invitations to the Theater for the tour to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for visa issue 30 days prior to the start of the tour.
	6. The Company will pay service fee for maximum \_\_\_\_\_\_\_ visas for tour participants.
	7. The Company pays and provides 3 meals a day for tour participants, including the allocation of \_\_\_\_\_\_\_\_ euro for each participant of the tour for breakfast, during performances and rehearsals – tea, coffee and water, cookies, fruit.
	8. The Company provides and pays for medical insurance for each participant of the tour necessary to cover the expenditure for treatment, hospitalization and sending to Ufa.
	9. The Company will take all the necessary measures to provide the best conditions, respect to the artistic group and its safety.
	10. The Company provides technical personnel for loading-unloading of decorations, workers of the stage, personnel for set up of lighting and sound equipment, lighting personnel.
	11. The Company provides mineral water for each rehearsal and performance for the entire group.
5. **Payment**
	1. The total amount of the present agreement makes up \_\_\_\_\_\_\_\_\_\_\_\_\_ euro, including:
		1. The Company will pay the total amount of \_\_\_\_\_\_\_\_\_\_\_\_ euro to the Theater as salary of the participants. This amount can be reconsidered in case of reduction of the number of performances.
		2. The Company pays \_\_\_\_\_\_\_\_\_\_\_\_ euro to the Theater for renting the stage decorations and as a compensation of losses from the forced downtime of the main site of the Theater in Ufa, Republic of Bashkortostan. This amount is to be paid onto the foreign currency account of the Theater 10 (ten) days prior to the end of the tour.
		3. The cost of one ballet performance is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro in the form of the fee to the participants of the tour in cash.

The payment to each of the tour participant of the Theater will be held in cash as follows:

\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro (50% of the cost of one performance), advance payment upon the arrival of the Theater.

\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro;

\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro;

\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro;

\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro;

\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro

The day of the last performance, prior to the performance - \_\_\_\_\_\_\_\_\_\_ euro.

* 1. All payments are made in euro.
	2. The Company releases the Theater from the responsibility for payment of the royalty fee and takes on responsibility for the settlement of the issue of the author’s rights for all events by the present contract. The planned by the license agreements with the Russian Authors Society royalties are held by the Company.
	3. The Company bears banking expenditure connected with the money transfer onto the Theater’s bank account.
1. **Responsibilities of the Parties**
	1. In case of violation of the conditions of the present agreement the parties are responsible in conformity with the current legislation of the Russian Federation.
	2. In case of non-execution of the conditions of clause 3.2. of the present agreement by the Company, the Theater is not responsible for a high quality execution of the approved by the parties repertoire.
2. **Advertising**
	1. The Company organizes the advertising on the basis of the market environment and specifics of the visited country and bears the respective expenditure.
	2. The Company can use advertising materials any time, including during the period of the tour and after the tour.
	3. The Theater agreed to be interviewed and participate in press-conferences with the representatives of mass media in case of necessity and with a possible broadcasting of concerts, photos, video recording not longer than 10 minutes for advertisement or news on TV.
	4. The employees of the Theater can be interviewed by the representatives of newspapers, radio and TV. The list of the interviewed people will be approved by the parties. The Theater will allow TV to make a free 3- minute advertising.
3. **Force-majeure**
	1. The parties are released from responsibility by the present agreement if non-execution or improper execution of the obligation was the consequence of force-majeure to which refer: flooding, earthquake, fire or other acts of God, strikes, military actions, acts of terrorism, normative acts of the Government bodies and offices of all levels which arose after the signing of the present agreement and that couldn’t have been predicted and foreseen by the parties at its conclusion.
	2. The Parties are released from the execution of the obligations if the Governments of the Parties refuse in the issue of visas and licenses.
	3. The Party referring to force-majeure is to immediately inform another Party about it in a written form confirming it by the conclusion of the respective body.
4. **Arbitration**
	1. The Parties agreed that any disputes would be settled by personal amicable negotiations.
	2. In case of impossibility of settlement of the dispute by means of negotiations, the dispute is transferred for consideration to the Trade and Industrial Chamber of the Republic of Bashkortostan, the decision of which will be final and obligatory for execution by the Parties.
5. **Final provisions**
	1. If there is a necessity of inclusion of additional clauses to the present agreement, these issues are discussed and, in case of reaching the agreement by the Parties, are included in the agreement in writing in the form of additional Appendices, agreements. Appendix #1, Appendix #2, Appendix #3 and Appendix #4 are the integral parts of the present agreement.
	2. The Parties agreed that the Company can change the dates of the tour by the approval with the Theater.
	3. The agreement comes into force from the moment of signing by the Parties and is valid until the moment of execution of all conditions.
	4. The agreement is drawn up in Russian and English, one copy for each Party. Each copy has equal legal power. The agreement sent by fax has equal legal power as the original variant.
6. **Contact details**
7. **«Company» «Theater»**

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|  | State Budget Artistic and Cultural Institution of the Republic of Bashkortostan “Bashkir State Opera and Ballet Theater” Address: 5/1 Lenin St., Ufa, 450077, Republic of Bashkortostan, Russia Personal Tax Reference Number: 0274037595Tax Registration Event Code 027401001Settlement account 40601810400003000001 at the Main Financial Settlements Center of the National Bank of the Republic of Bashkortostan (current account 20112310260)Russian Central Bank Identifier Code 048073001Russia Business and Organization Classification 02193463Principle State Registration Number 1030203896172General Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/I. Almukhametov/Stamp |

**Theater Repertoire**

 Appendix #1

To the agreement #\_\_ as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

Ballet performances:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Plan of the Theater tour organization:**

 Appendix #2

 To the agreement #\_\_ as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

**Participants of the tour**

 Appendix #3

 To the agreement #\_\_ as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

**List of accommodation at the hotel**

 Appendix #4

 To the agreement #\_\_ as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_