

___ July, 2024, Visaginas
AGREEMENT No. _____

Agreement made as of today between **VISAGINO KULTŪROS CENTRAS** (Visaginas Cultural Centre), Vilties g. 5, LT-31118 Visaginas, Lithuania, organization No. 300509331, not VAT payer (hereinafter referred to as **VKC**), and **RHIZOME**
Address: Gradenoche 56250 TREDION, France
Business registration number: 51921321900057
Email:
(hereinafter referred to as **COMPANY**).

ARTICLE 1

COMPANY agrees:

- to present one performance *Bleu Tenace* (hereinafter referred to as **the Performance**) within the annual International Arts Festival "Visaginas Spaces Festival'24" in Visaginas on 2nd of August, 2024, at 6:00 p.m at the amphitheater of "Atgimimo" high school (Tarybų g. 23, Visaginas).
The set-up will start at 2:00 pm.

ARTICLE 2

VKC pays to **COMPANY** on the regular invoice of **COMPANY**:

- **4175,00 Eur** (four thousand one hundred seventy five euros, 00 ct.) as a fee for **the Performance**.

According to the directive 2006/112/CE, the location of taxation is in Lithuania, therefore the Service Provider does not apply VAT.
The agreed fee is net of income tax, meaning it does not include potential income tax due in the Beneficiary's country.

The payment will be made by bank transfer to **COMPANY's** bank account in period of 30 days after the Performance:

Account holder: RHIZOME

Bank:

Bank address:

BIC / SWIFT code

IBAN:

ARTICLE 3

COMPANY shall pay the remunerations and social and tax contributions of its personnel related to the production, defrayals and transport. In case of industrial accident involving employees of The Service Provider, the latter shall carry out the legal formalities thereof.

2024 m. liepos ___ d., Visaginas
SUTARTIS Nr. _____

Ši sutartis sudaryta tarp biudžetinės įstaigos **VISAGINO KULTŪROS CENTRAS**, Vilties g. 5, LT-31118 Visaginas, Lietuva, įmonės kodas 300509331, ne PVM mokėtoja (toliau vadinama **VKC**) ir **RHIZOME**, registruota adresu Gradenoche 56250 TREDION, Prancūzija
Įmonės kodas 51921321900057
El.pašto adresas:
(toliau vadinama **ORGANIZACIJA**).

1 SKYRIUS

ORGANIZACIJA sutinka:

- vieną kartą pristatyti *Bleu Tenace* (toliau vadinamas **Spektakliu**) kasmetinio tarptautinio menų festivalio „Visagino erdvių festivalis`24“ programoje 2024 m. rugpjūčio 2 dieną, 18.00 val., „Atgimimo“ gimnazijos amfiteatre (Tarybų g. 23, Visaginas).
Parengiamieji darbai prasidės 14.00 val.

2 SKYRIUS

ORGANIZACIJAI pateikus sąskaitą, **VKC** apmoka **ORGANIZACIJAI**:

- atlygį už **spektaklį**, kuris yra **4175,00 Eur** (keturi tūkstančiai vienas šimtas septyniasdešimt penki eurai, 00 ct).

Vadovaujantis ES 2006/112/CE direktyva, apmokestinimo vieta yra Lietuvoje todėl Paslaugų teikėjas įsipareigoja neskaičiuoti pardavimo PVM. Užsakovo ir Paslaugų teikėjo sutartas užmokestis Sutartyje nurodytas be PVM ir kitų mokesčių, įprastai taikytinų Užsakovo šalyje.

Mokėjimas atliekamas pavedimu į **ORGANIZACIJOS**

banko sąskaitą per 30 dienų po **Spektaklio**:

Organizacijos pavadinimas: RHIZOME

Bankas:

Banko adresas:

BIC / SWIFT kodas:

IBAN:

3 SKYRIUS

ORGANIZACIJA teikėjas moka savo darbuotojams atlyginimus, socialinio draudimo ir mokesčių įmokas, susijusias su gamyba, išlaidomis ir transportu. Įvykus nelaimingam atsitikimui darbe, kuriame dalyvavo Paslaugų teikėjo darbuotojai, pastarasis atlieka su tuo susijusius teisinius formalumus.

COMPANY agrees to ensure participation of all the team (2 persons) at **the Performance** and provides **VKC** with marketing and press materials

COMPANY agrees to undertake international travels, cargo costs and per diems for the participants of the tour.

COMPANY is required to insure against all risks arising from his civil liability or that of his servants, including during the transport of his staff, all objects belonging to him.

ARTICLE 4

VKC ensure that all necessary permits are obtained from the city's supervisory authorities and services at the venues where performances take place.

VKC agrees to take care about organizing the travel for 1 person from Vilnius Airport to Visaginas.

VKC agrees to undertake accommodation of the **COMPANY** (5 nights : 1 person check in on 31/08/2024, check out on 03/08/2024 and 1 person check in on 01/08/2024 and check out on 03/08/2024), to take care about the venue and services at the venue and all local publicity for the performance in Visaginas.

VKC is responsible for the payment of copyrights through Lithuanian association LATGA.

VKC undertakes to contract, with a company known to be solvent, the insurance necessary to cover the risks linked to the performances in his place and, in the places where the performance is broadcast, covering all bodily injury or material damage caused by him - even or by any third part.

ARTICLE 5

COMPANY provides technical sheet of the performance (annex 1). **VKC** agrees to respect the technical sheet **COMPANY** and **VKC** agrees to look for a mutual consensus in case any adaptations are needed.

ARTICLE 6

The **COMPANY** hereby authorises **VKC** to photograph, film, videotape or otherwise record up to 3 minutes of any part or parts of the performances for the purpose of advertising and publicity by **VKC**.

ARTICLE 7

Force majeure, including strikes, riot, fire, civil commotion, national calamity, national

ORGANIZACIJA užtikrina visos komandos (2 asmenys) dalyvavimą **Spektaklyje**, suteikia **VKC** visą **Spektaklio** viešinimui ir reklaminei sklaidai reikalingą informaciją.

ORGANIZACIJA rūpinasi tarptautinėmis kelionėmis, kroviniu transportu ir dienpinigiais gastroliuojančios grupės nariams.

ORGANIZACIJA teikėjas privalo apdrausti visus jam priklausančius daiktus nuo visų rizikų, kylančių dėl jo ar jo tarnautojų civilinės atsakomybės, taip pat vežant jo darbuotojus.

4 SKYRIUS

VKC užtikrinti, kad būtų gauti visi reikalingi miesto prižiūrinių institucijų ir tarnybų leidimai vietose, kuriose vyksta pasirodymai.

VKC rūpinasi 1 asmens kelione Vilniaus oro uostas – Visaginas.

VKC rūpinasi **ORGANIZACIJOS** apgyvendinimu (5 nakvynės: 1 asmuo atvyksta 2024-08-31, išvyksta 2024-08-03 ir 1 asmuo atvyksta 2024-08-01, išvyksta 2024-08-03), pasirodymo vieta ir paslaugomis joje bei viešiniu Visagine.

VKC atsakingas už autorinių teisių apmokėjimą per asociaciją LATGA.

VKC įsipareigoja sudaryti draudimo sutartį, būtiną su pasirodymu jo vietoje susijusiai rizikai apdrausti, o tose vietose, kur pasirodymas transliuojamas, - draudimą, apimančią visus kūno sužalojimus ar materialinę žalą, kurią padaro jis pats arba bet kuris trečiasis asmuo.

5 SKYRIUS

ORGANIZACIJA pateikia technines spektaklio įgyvendinimo sąlygas, **VKC** įsipareigoja jų laikytis. Spektaklio technines specifikacijas (1 priedas).

ORGANIZACIJA ir **VKC** sutinka ieškoti bendro sutarimo tuo atveju, jeigu pirminėse techninėse sąlygose būtų reikalingi pakeitimai.

6 SKYRIUS

ORGANIZACIJA sutinka, kad **VKC** darytų **Spektaklio** nuotraukas ar bet kurios dalies įrašą iki 3 min. trukmės **VKC** viešinimo tikslais.

7 SKYRIUS

Jeigu dėl nenugalimos jėgos, įskaitant streikus, riaušes, gaisrus, pilietinius neramumus, nacionalines nelaimes, gedulus, žemės drebėjimus, būtų užkirstas kelias **ORGANIZACIJOS** arba **VKC** veiklai, **ORGANIZACIJA** arba **VKC** nebus įpareigota atlyginti bet kokias patirtas išlaidas, susijusias su šio susitarimo sąlygų nevykdymu.

mourning, earthquake as a result of which the presentation of any activities of **COMPANY** or **VKC** are prevented, for any of the above reasons, **COMPANY** or the **VKC** will not be under any obligation to compensate for any expenses incurred in connection with this agreement.

If, before the arrival to **VKC**'s country, the performer of the Performance gets sick or suffers injury, and, for this reason, the Performance cannot be held, **COMPANY** shall undertake to provide to the **VKC** medical opinions that prove the illness or injury. In this case, the Parties shall undertake to make every effort in order to find a solution, that is acceptable to both Parties (change the performer, postpone the date of the Performance, etc.).

If such a solution is not possible, it shall be then agreed that the Contract shall be terminated by agreement of both Parties. If this event occurs during the execution of this contract, **VKC** would be required to pay the **COMPANY** the amount of costs incurred by the latter within the limit of the transfer price indicated in article 2.

In case of bad weather, please refer to Annex 1 – technical rider.

ARTICLE 8

Any additions or changes of this contract may be proceeded only by written mutual agreement of both sides, **VKC** and **COMPANY**.

Company RHIZOME

Address: Gradenoche 56250 TREDION, France
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Jeil prieš atvykstant į **VKC** šalį, susergera ar susižaloja Spektaklio atlikėjas ir Spektaklis dėl to įvykti negali, **ORGANIZACIJOS** teikėjas įsipareigoja pateikti **VKC** medicininės išvadas, įrodančias ligą ar sužeidimus. Tokiu atveju Šalys įsipareigoja dėti visas įmanomas pastangas rasti abiem Šalims tinkantį sprendimą (pakeisti atlikėją, perkelti Spektaklio datą ar pan.). Jei toks sprendimas neįmanomas, susitariama, jog Sutartis nutraukiama abiejų Šalių susitarimu. Jei toks atvejis įvyksta vykdamas šią sutartį, gavėjas privalo sumokėti paslaugų teikėjui jo patirtų išlaidų sumą, neviršijančią 2 straipsniuose nurodytų kainų. Esant blogoms oro sąlygoms, žr. 1 priedą - techninis važnyčiotojas.

8 SKYRIUS

Bet kokie šios sutarties papildymai ar keitimai gali būti daromi tik abipusiu rašytiniu **VKC** ir **ORGANIZACIJOS** susitarimu.

VISAGINO KULTŪROS CENTRAS

Vilties g. 5, LT-31118 Visaginas
Įmonės kodas 300509331

Audronis Imbrasas, direktorius

Lucie Vignal general manager

BLEU TENACE: Technical Rider

TO BE PART OF THE CONTRACT



ATTENTION PLEASE

The structure must be **in position at least 2 hours before the beginning of the performance.**

The show needs **a minimum of 8 meters of height under the ceiling.**

The structure must never be unsupervised. Someone from either the local staff or security must be there at all times.

Speakers need to be charged for a minimum of 3 hours before the show. Please provide a 16-amp line with an European outlet nearby.

The structure "BLEU TENACE" **must be packed down if the wind is over 60 Km/H.**

The mast **must be lowered if the wind is over 40 Km/H.**

In case of **rain or storm, the performance cannot go on.**

Temperatures too high or too low could also prevent the show from happening.

The performer can decide at all times if she wants to perform or not depending on the weather, or any other aspect related to the performance.

Show duration

➤ Between 25 and 30 minutes

Touring crew

- 2 persons: 1 artist, 1 technician

Transport of the structure

- To keep the cost low, delivery the morning of the 1st show and collection after the last show is our preferred option.
- The structure fits inside a custom made cart (Width 2.9m x Height 0.9m x Depth 0.9m ; weight 400Kg), and one rolling flight case.

General Description

- The structure "BLEU TENACE" is a self-supporting structure (Width 5m x Height 6.10m x Depth 3.15m) made of 2 front legs, 2 rear legs, an articulated mast made in 3 parts and a "horn" at the top of the mast. The setup of the structure requires a relatively flat area of 10 x 6 meters. It can be set up either inside or outside. In case of humid weather, the structure must be protected by keeping the foam tube on the mast and the mast must stay lowered.

Minimum Venue Dimensions

- 8 meters under ceiling
- A circle of 15 meters of diameter for the audience
- The audience must be kept at a minimum of 3 meters away from the structure
- Area necessary for setting up : 6 x 10 meters, no audience allowed in this area during setup.

EQUIPMENT PROVIDED BY THE COMPANY

- 1 rolling cart with brakes, used as a support during setup with:
 - 4 x curved blue tubes
 - 1 x main part, painted in blue with 4 tubes and 1 pivoting axis
 - 3 x straight blue tube with cover
 - 1 x curved blue tube called a "horn"
 - 4 x steel cables with shackle
 - 2 x axis, 4 x wooden wedges, 4 x rubber wedges
 - 1 x carpet
- 1 rolling flight case with :
 - 8 x BOSE S1 speakers, battery powered
 - 1 x IPOD
 - 1 x audio splitter and all necessary XLR cables
 - all the power cable necessary to charge the speakers
 - 2 x set of costume (2 x tops, 2 x trousers, 1 x pair of shoes)
 - 1 x tarp in case of rain
 - 2 x towels
- 1 x tool box with :
 - screws, allen key, wrench size 17, misc tools, handlebar tape, rosin.
- 2 x custom made grey tools and a winch used during setup

EQUIPMENT TO BE PROVIDED BY THE VENUE / FESTIVAL

TRANSPORT

1 x 15m³ Van with a usable length of 3 meters if the structure needs to be move from the delivery point to the performance site

Light

If performing by night or when then sun is going down :

4 x 1 KW profiles 16°/35° (ideally Robert Juliat 614SX or equivalent) / as side lights on 4 tripods, 4m high /

Filters: Lee 151

4 x PC 1kw

Sound

1 x european 16 amp plug to charge the battery of the 8 x Bose S1

Dressing room

1 quiet dressing room (at least a 3 x 3m tent) in which the artist can rest and get changed at least 2 hours before the show.

Water point and soap

2 x towels

Organic fresh and dried fruits

Toilet nearby

Costume Maintenance

Plan the cleaning and ironing of both costume every day:

2 x Blue top

2 x Folded blue trousers

2 x pairs of socks

1 x pair of blue Hummels sneaker:

Top and trousers can be washed together, short program at 30°C, spinning at 1000 rpm, with little washing powder

!! - Hang on a hanger ! Do not tumble dry - !!

Ironing :

Warm on reverse side, taking care to flatten the seams

as well as the folds in the waistband.

Caution: the fabric of the pants will shine when ironed, hence the need to iron on the reverse.

This fabric "waffles" when wet, but snaps back into place when dry (don't panic :))

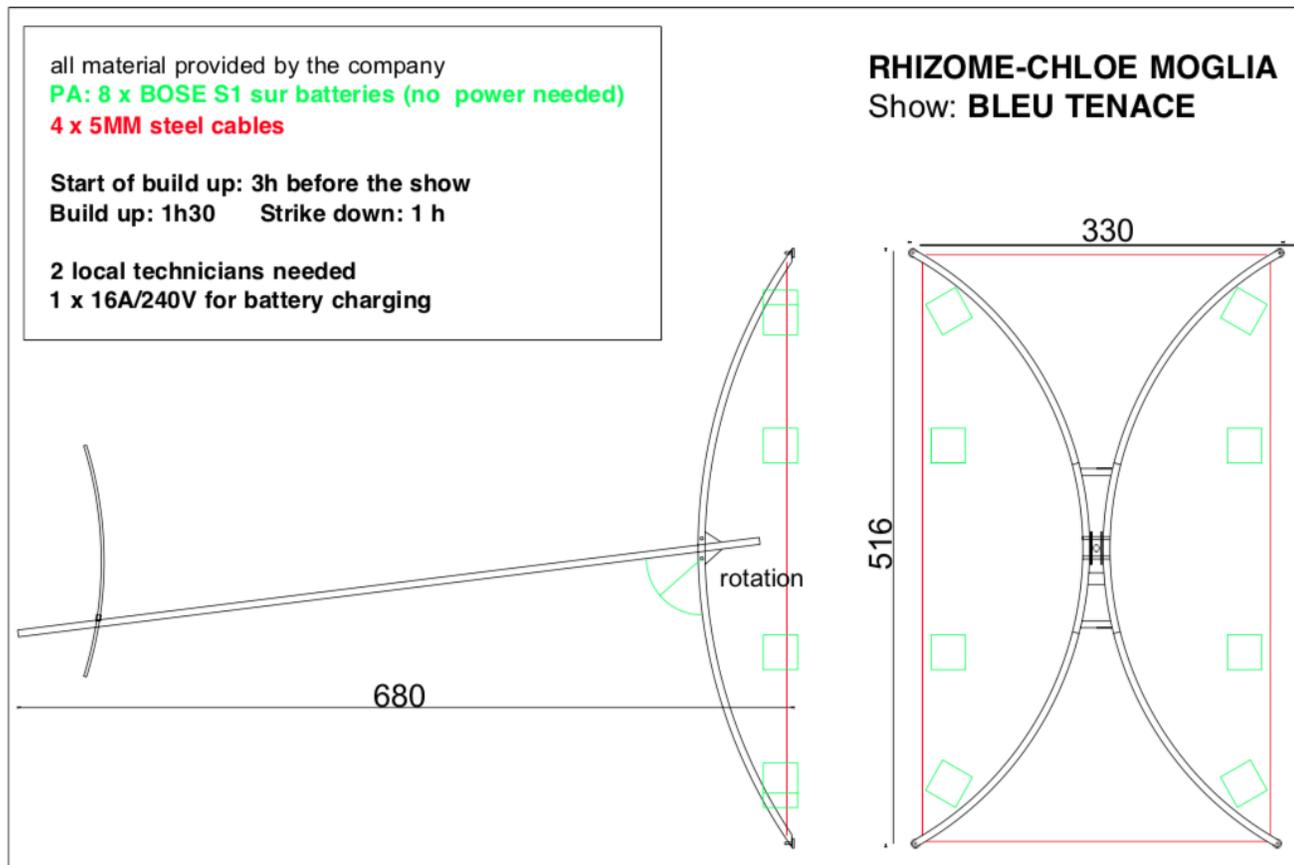
Contact of costume designer: Clémentine Monsaingeon / +33 (0)6 19 06 29 55

SCHEDULE

Setup : 3 hours before show. 2 local technicians needed ; estimated duration : 1h30

Strike down : after the show. 2 local technicians needed ; estimated duration : 1h30

Unloading and loading of the vans : 2 persons needed.





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