

AGREEMENT

BETWEEN

VšĮ Šeiko šokio teatras (Šeiko dance company)

Post address: Kretingos str. 43-7, LT- 92303 Klaipėda, Lithuania

Reg. number: 302897135

Phone: +370 611 14800

Represented by: Agnija Sarulienė, Director

Hereinafter called **THE COMPANY**

AND

Palle Granhøj Christensen

Post address: Strandvejen str. 36, 5th Aarhus, Denmark

ID number: 3005591243

Phone: +45 40 32 2246

Hereinafter called **THE CHOREOGRAPHER**

1. OBJECT:

1.1. This agreement is made for creation of the dance and live music performance for the COMPANY dancers by Palle Granhøj:

Title of production	Performance „ Boléro for dancers and cellists ” (working title)
Length of performance	55 min
Premier of the performance	7 th of May, 2019
In collaboration with the festivals:	International Klaipėda Cello Festival (Klaipeda Concert Hall) & New Baltic Dance Festival in Vilnius (Lithuanian Dance Information Center)
Project co-producers:	Granhøj Dans (DK), run by the artistic director & choreographer Palle Granhøj, Šeiko Dance Company (LT), run by the artistic director & choreographer Agnija Šeiko
Dancers (tbc by choreographer):	Darius Berulis, Niels Claes, Mantas Černeckas, Marija Ivaškaitė, Aušra Krasauskaitė, Inga Kuznecova, Marius Pinigis, Gintarė Marija Ščavinskaitė
Cello players (tbc by M. Bačkus):	Klaipeda cello quartet – Mindaugas Bačkus, Jurgis Karbauskis, Gleb Pyšniak, Karolis Vaičiulis / Arnas Kmieliauskas, Marius Sakavičius, as well as performers of the festival
Target groups:	audiences of various ages

WHEREBY IT IS AGREED AS FOLLOWS

2. Obligations of COMPANY:

- 2.1. to undertake to create all necessary conditions and provide all information or documents necessary for creation of the performance “**Boléro for dancers and cellists**” (working title) (hereinafter called the PERFORMANCE);
- 2.2. to undertake all necessary actions to present and promote afterwards the PERFORMANCE. The premier is scheduled on the 7th of May at the International Klaipėda Cello Festival & New Baltic Dance Festival in Vilnius (tbc). All further presentations of the PERFORMANCE will be agreed between CHOREOGRAPHER and the COMPANY in advance (however, it is obligation of COMPANY to do its best to present the PERFORMANCE in Lithuania and abroad no less than 5 times per year);
- 2.3. to undertake fulfilment of all technical requirements and set details of the PERFORMANCE as agreed between CHOREOGRAPHER and the COMPANY. Any adaptation by both sides will be forwarded to other side for validation. COMPANY also agrees to create good working conditions with the staff necessary for setting up, lighting, sound, load in and load out according to the technical needs;
- 2.4. COMPANY will take care of international and local travel costs, accommodation at the hotel or air bnb for CHOREOGRAPHER during the period of rehearsals and premier showings from the January, 2019 (according the scheduled approved by both sides);
- 2.5. COMPANY will pay per diems of € 22 / day to CHOREOGRAPHER during the period of rehearsals and premier showings from the January, 2019 (according the scheduled approved by both sides);
- 2.6. COMPANY will pay fee and other payments (taxes including) to CHOREOGRAPHER according to the scheme below:
 - Fee for rehearsals and setting up the first original show: 5.200 Eur or 38.830 dkr
 - Rights to perform PERFORMANCE for 1 year incl 5 times: 1.500 Eur or 11.197 dkr (this is paid to Grahoj Dans). Further times are paid according this scheme:

times of showing in Lithuania:	100 Eur or 750 dkr / per time
times of showing abroad:	270 Eur or 2.015 dkr / per time
- 2.7. After one year a new negotiation for fee for the future showings, extra rehearsals, etc. will take place and added to this agreement as an annex.

3. Obligations of CHOREOGRAPHER:

- 3.1. to undertake to create the choreography according to the concept (see Annex no. 1) for the performance “**Boléro for dancers and cellists**” (working title) and to bear the artistic responsibility for it (hereinafter called the PERFORMANCE) according the schedule below:
 - 2019-January 14-20 1st rehearsal period;
 - 2019 beginning of March 2nd rehearsal period (tbc);
 - 2019-April 23 – May 6 3rd rehearsal period;
 - 2019 May 7 premier at the International Klaipėda Cello Festival;
May 9th at the New Baltic Dance Festival in Vilnius;
- N.B. Annex will be added to this agreement with exact schedules of the rehearsals for above mentioned periods both for dancers and cello players latest until the 1st of March.
- 3.2. to participate in rehearsals if new dancers are introduced or any changes are required regarding the choreography of the PERFORMANCE;
 - 3.3. to undertake creative development of all technical requirements (rider) and set details of the PERFORMANCE as agreed between CHOREOGRAPHER and the COMPANY. Any adaptation by both sides will be forwarded to other side for validation;
 - 3.4. to participate in creative development of all promotional material for the PERFORMANCE;
 - 3.5. to do his best in promoting afterwards the PERFORMANCE for international contacts.

4. Terms of payment:

4.1. COMPANY will pay fee and other payments (taxes including) to CHOREOGRAPHER according to the schedule below:

- Fee for rehearsals and setting up the first original show:
 - before 2019-03-15 1st instalment of 2000 Eur
 - after 2019-05-07 2nd instalment of 3200 Eur
- For rights to perform PERFORMANCE 5 times in the first year (to Granhoj Dans) before 2019-05-01.

4.2. CHOREOGRAPHER shall provide the invoice for the fee payments to COMPANY including all bank data required.

5. Jurisdiction:

5.1. The signatory partners of this agreement are committed to the principle of reciprocity and equity, both in terms of the conditions of reception of the works and from a financial point of view;

5.2. This agreement begins on January 02, 2019 and shall stay valid until complete fulfilment of the obligations set forth herein or until termination on the basis of the law or following the order established herein;

5.3. In the event of a dispute over the interpretation or application of this agreement, the parties agree to defer to the judgment of the competent courts council only after having exhausted the usual remedies by amicable means (conciliation, arbitration, etc);

5.4. For any other break of contract that make the performance and its showings impossible, the party at fault shall carry a conventional penalty at the amount of the agreed upon fee;

5.5. All changes and amendments in this contract have to be made in writing signed by both parties.

6. Ownership and property rights

6.1. In all cases COMPANY shall make a reference to the name of the CHOREOGRAPHER of the PERFORMANCE – **Palle Granhøj** and Co-producer of the PERFORMANCE – **Granhoj Dans**.

6.2. The CHOREOGRAPHER hereby agrees to transfer the below mentioned exclusive property rights of the PERFORMANCE to the COMPANY for an unlimited use and free of charge: the right to make photos, videos hereof and broadcast it for the purpose of public relations, information in all mass media, advertising and press publications.

6.3. The CHOREOGRAPHER agrees to cooperate with the COMPANY in publicizing the PERFORMANCE, i.e., participate in press conferences, give interviews to the media, to give pictures and advertising material without any additional charges for use in other advertising publications.

Made in Aarhus and Klaipeda on the 2nd of January, 2019 in 2 (two) originals*

CHOREOGRAPHER
Palle Granhøj Christensen
Represented by

Palle GRANHØJ CHRISTENSEN

Read and approved

COMPANY
Šeiko Dance Company
Represented by

Agnija SARULIENE



* Preface the signatures with the handwritten mention „read and approved”