

## CONTRACT AGREEMENT

This Contract Agreement is entered into on the ----- 2016 by and between:

**Pafos Aphrodite Festival Cyprus** (hereinafter **PAFC**) registration number 97725 having its office at 26, 25th March Street, 8047 Pafos-Cyprus (tel. +357-26822218, fax +357-26220221), represented by the Chairman of the Board of Directors and Mayor of Pafos, Mr Phedona Phedonos

and

--- ----- (hereinafter the **PRODUCER**) having its office at .....(tel. +-----, fax +-----), represented by-----, General Director.

Whereas the “Pafos Aphrodite Festival” is an international annual cultural event organized and administered by PAFC at the Medieval Castle Square in Pafos (Kato Pafos Harbor), Cyprus.

PAFC invited the PRODUCER to participate with one of its opera productions in “**Pafos Aphrodite Festival 2017**” (hereinafter the **PAF 2017**).

The PRODUCER accepted the invitation, subject to the contents of this Contract Agreement.

Therefore PAFC and the PRODUCER (hereinafter the **PARTIES**) have agreed on the following:

(1) The PRODUCER hereinafter the ----- undertakes to present three performances of the opera ----- by ----- on 1st , 2nd and 3rd September 2017 at the Medieval Castle Square in Pafos.

(2) (a) The PRODUCER undertakes the responsibility to engage soloists of international career for the main parts (.....) of the opera. The soloists have to also be approved by PAFC.

(b) The PRODUCER undertakes to provide the PAFC with a list of all the soloists participating in the production (names and parts) by the 1st of March 2017. The list will be attached to this Contract as **Appendix I**.

(3) (a) The main contributors for the production of the PAF 2017 will be:

Conductor	: .....
Stage Director	: .....
Set Designer	: .....
Chorus Master	: .....
Choreographer	: .....
Lighting Designer	: .....
Soloists for the main parts	: .....
Artistic and General Director	: .....

(b) The PRODUCER undertakes the responsibility to include at least two Cypriot soloists in the production. The selection of the artists will be done by the PRODUCER according to his normal terms and selection criteria. The employment terms of any artists of Cypriot origin will be agreed between the PRODUCER and the artists and PAFC will not be charged with any additional amount over the amount already agreed in the present Contract. PAFC will provide the PRODUCER with contact information of Cypriot artists who will be selected after auditions held by the producer.

(4) The PRODUCER undertakes the sole responsibility to organize and perform successfully the artistic part of PAF 2017 meeting the level of standards set by PAFC.

(5) The PRODUCER further undertakes amongst other responsibilities and duties the following:

(a) the planning, organization and presentation of the opera performances

(b) the remuneration (per diem etc.) of all the artists (soloists, conductor, director etc.) and personnel involved in the production

(c) the air transportation to and from Cyprus of all the artists and the personnel involved in the production

(d) the drawing, construction, installation and dismantling of the sets (scenery) and the gate of the Festival.

While designing and constructing the sets the limitations regarding the height of the stage which can not supervene 1.60 m and the design of the gate of the Festival should form part of the sets and hence should be sent together.

- (e) the costumes, wigs, shoes, equipment, scores, all parts of the orchestra, musical instruments, tools and any other material necessary for the performances
  - (f) the transportation to Cyprus, within Cyprus to the Castle of Pafos and from Cyprus of all necessary equipment needed for the production
  - (g) the insurance coverage, payment and accommodation of all personnel and equipment transferred by the PRODUCER, as well as for the personnel hired by the PRODUCER in Cyprus
  - (h) the taxes, fees, custom charges, related with the import and export of any equipment by the PRODUCER through the airports and the ports of the Republic of Cyprus
  - (i) the sound and lighting coverage, power distribution, the equipment's transportation, installation, operation, connection and networking to the existing infrastructure for the electricity supply
  - (j) the hiring of musical equipment (e.g. pianos) and coverage of other unanticipated related expenses
  - (k) the expenses for the interpreting services
  - (l) the workers' wages for technical works and for loading and unloading of material, hiring of machinery (e.g. forklift)
  - (m) the transport, insurance, customs, installation, operation during performances and rehearsals and dismantling of a complete (software and hardware) and satisfying system for subtitles in English and Greek. Provision for the operation and appropriate placing of the subtitle screens for the audience's convenience should be done in due time.
  - (n) the income tax payment if it is owed according to the Cyprus law, act 118(1)/02 articles 21, 22, 23, 24.
  - (o) The submission of a Health and Safety Plan and Written Risk Assessment regarding the installation and dismantling of the sets (scenery).
- (6) (a) The PRODUCER will provide a sufficient number of members of artistic, technical, administrative and any other staff in order to fulfill the obligations raised within this Contract. A list of the members of the troupe indicating their names and responsibilities (leading artistic team, Orchestra, soloists, Chorus, technical personnel, assisting personnel, administrative personnel etc.) will be provided no later than 19th of April 2017 and will be attached to this Contract as **Appendix II**.
- (b) The PRODUCER undertakes the responsibility to conduct rehearsals including a sound check rehearsal at the venue of the Festival in accordance with PAFC. The orchestra should conduct at least two rehearsals including the General Rehearsal, the soloists at least two rehearsals accompanied by piano, one rehearsal with the orchestra plus the General Rehearsal. Cypriot soloists should be included in the rehearsals.
- (7) The PRODUCER undertakes the prompt arrival and departure of the members of the troupe. The soloists and orchestra should arrive in Cyprus not earlier than 25th August 2017. The technicians should arrive in Cyprus not earlier than 23rd August 2017. The time schedule indicating the arrival and departure of the members of the troupe will be attached to this Contract as **Appendix III**, which must be provided by the PRODUCER no later than the 19th of April 2017.
- (8) The PRODUCER will require the troupe to strictly obey the relevant laws and regulations of the Republic of Cyprus and PAFC's. The PRODUCER shall inform all members of the troupe that no alcoholic beverages should be consumed in the area where the event will take place before and during rehearsals and performances.
- (9) The PRODUCER will provide the PAFC with:
- (a) a detailed time schedule of the PRODUCER'S activities and obligations from the arrival to Pafos of the first group of the troupe till the departure from Pafos. This schedule must be provided no later than the 15th of May 2017 and will be attached to this Contract as **Appendix IV**.
  - (b) a list of participants with names and position/responsibility to be accommodated and the check in and check out dates. This list must be provided no later than 19th of April 2017 and will be attached to this Contract as **Appendix V**.
- (10) (a) The PRODUCER undertakes to present to PAFC the final designs of the sets and of the gate no later than 10th of March 2017 to be attached to this Contract as **Appendix VI**.
- (b) The final form of the sets will be agreed between the contracting PARTIES. The PRODUCER, at his own cost, undertakes to make every necessary reasonable modification-improvement to the sets to achieve the best result. A model of the sets should be sent to PAFC no later than the end of June 2017.

- (11) The PRODUCER undertakes to issue traveling documents/visas for all the members of the troupe and his guests and cover all fees imposed by the Immigration Authorities in Cyprus or in any other country and expenses relating to the securing of all working visas wherever necessary.
- (12) The PRODUCER undertakes to provide PAFC on the day of signing this Contract an irrevocable bank guarantee in favor of PAFC of a European prime bank stating that the PRODUCER will fulfill all his obligations arising from the present Contract. PAFC has the right to verify the guarantee. The amount payable under this guarantee will be equal to the 20% of the total amount of the Contract. The bank guarantee will be valid until the 20th of September 2017.
- (13) PAFC undertakes the following responsibilities and duties:
  - (a) Pay the PRODUCER the total amount of € ----- (-----Euro) net as following:
    - (i) 20% upon signing the present Agreement (bank transfer)
    - (ii) 20% by the 19th of April 2017 (bank transfer) provided that the PRODUCER will present to PAFC Appendixes I, II, III, V and VI
    - (iii) 30% on the day of arrival of the first group in Pafos (bank transfer)
    - (iv) 15% by the 10th of September 2017 (bank transfer)
    - (v) 15% by the 20th of September 2017 (bank transfer)

Payment will be transferred to the bank account number of the PRODUCER:

Bank account details: .....

- (b) provide with accommodation (on a bed and breakfast basis) the members of the troupe as mentioned in paragraph 6(a) in hotels and apartments as per the rooming list described in **Appendix V**. Single room accommodation will be provided to the soloists, the conductor, the director and the chorus master. The production team, the technicians, the ballet and chorus will be accommodated in double, triple or quadruple rooms.
  - (c) provide transportation by buses in Cyprus of all the artistic and other personnel engaged in the production from and to the airports, from and to hotels - Pafos Castle. Transportation will be provided based on the needs arising from the present agreement. A schedule of the transportation needs will be provided no later than the 1st of June 2017 and will be attached to this Contract as **Appendix VII**.
  - (d) undertake the promotion of the production in Cyprus and overseas, the issuing and sale of tickets.
  - (e) provide the persons acting as extras if any needed
  - (f) construct the stage (platform, not the stage scenery) in front of the Castle
  - (g) provide the electricity power, dressing rooms, other facilities for the storage of instruments and the preparations and W.C.'s
- (14) PAFC will have the responsibility to organize, manage and supervise the venue where the PAF 2017 will take place.
  - (15) PAFC will have the sole right to retain all proceeds from the sale of the tickets for the performances including the proceeds from the sale of the event book programme.
  - (16) PAFC will have the right to use the logo and trademark of the PRODUCER to print and distribute information, promotional and other collateral material concerning the PAF 2017.
  - (17) PAFC will have the right to record one or more of the performances for TV and radio transmission in Cyprus without generating profit.
  - (18) A performance may be cancelled or discontinued due to bad weather conditions (rain, wind) only when such weather conditions occur during the performance or at the time of the commencement of the performance. If such weather conditions occur before the commencement or after the end of a performance this does not pose reason for cancelling any of the performances. In the event of performance cancellation due to bad weather conditions the total fee of the PRODUCER will be diminished by 30%. The cancellation or discontinuation of a

performance lies within the responsibilities of PAFC and can only be carried out in agreement or after authorization be PAFC.

- (19) Whenever a force majeure event occurs except from the event noted in paragraph (18) above, the party whose performance of the obligation is affected shall give to the other party as soon as reasonably possible a written notice containing full particulars of the force majeure event. The obligations of the affected party are suspended to the extent that their execution is affected by the force majeure event. The affected party shall use its best efforts to minimize the consequences of such force majeure event. The PARTIES agree to proceed with the performances whenever the causes of such excuse are cured provided that such cure or remedy is affected within a timeframe that will be reasonable and accurate for the performances to be carried out. Otherwise this Contract will automatically be terminated and each party will be discharged from his obligations.
- (20) PAFC will have the right to deduct from the total amount of the producer's fees the sum the PRODUCER is obliged to pay to the income tax office according to the Cyprus Law, act 118(1) / 02 articles 21, 22, 23, 24 as mentioned in paragraph 5(n) above.
- (21) All Appendixes attached to this Contract are integral part of this Agreement. A list of the Appendices is attached to this Contract.
- (22) All terms of this Agreement are essential.
- (23) In the event of any dispute between the PARTIES arising in connection with this Contract each of the PARTIES will use all reasonable endeavors to resolve the matter on amicable basis. In the event that the PARTIES are not able to friendly resolve the dispute, then the dispute shall be referred to and finally settled by the District Court of Pafos and the laws of the Republic of Cyprus shall apply.
- (24) This Contract sets out an entire agreement between the PARTIES. All representations, communications and prior agreements whether oral or in writing between the PARTIES with respect to the subject matter shall be merged and superseded by this Contract.
- (25) This Contract is executed in two copies in the English language and each of the PARTIES keeps one copy.

THE PARTIES

THE PAFOS APHRODITE FESTIVAL CYPRUS

THE PRODUCER

.....  
 Phedonas Phedonos  
 Chairman of the Board of Directors-  
 Mayor of Pafos

.....

WITNESSES

(1) .....  
 (Identity card nr.: -----)

(2) .....  
 (Identity card nr.: -----)

**LIST OF APPENDICES**

<b>NR.</b>	<b>SUBJECT</b>	<b>PARAGRAPHS</b>	<b>DATE TO BE SUBMITTED</b>
I	List of the soloists	2 (b), 12 (a) (ii)	1 <sup>st</sup> March 2017
II	Troupe's member list	6 (a), 12 (a) (ii)	19 <sup>th</sup> April 2017
III	Flights schedule	7, 12 (a) (ii)	19 <sup>th</sup> April 2017
IV	Time schedule of the producer's activities in Pafos	9 (a)	15 <sup>th</sup> May 2017
V	Rooming list	9 (b), 12 (a)(ii), 13 (b)	19 <sup>th</sup> April 2017
VI	Final designs of the sets (including the gate of the Festival)	10(a), 12(a)(ii)	10 <sup>th</sup> March 2017
VII	Domestic transportation schedule in Cyprus	12(c)	1 <sup>st</sup> June 2017