

12210540

LEASE CONTRACT

concluded pursuant to the Article 663 and following provisions of the Act No. 40/1964 Coll.
the Civil Code, as amended (hereinafter as the “Contract”)

I.

CONTRACTUAL PARTIES

Lessor: **Christoph Girardet**

Vossstrasse 78, 301 61 Hannover, Germany
Date of Birth: 24.11.1965
Bank: Sparkasse Hannover

Account number: 10200289X
IBAN: 2512 0510 0010 0010 0010 00

BIC/SWIFT: SPKHDE2H

(hereinafter as the “Lessor”)

Lessee: **Košice – European Capital of Culture 2013, n.o.**

With registered seat Kukučínova 2, 040 01 Košice, Slovak republic

Organization ident. no: 35583461

Represented by: Ing. Ján Sudzina, director

Bank details: Prima banka Slovensko, a.s.

Account number: 0558235001/5600

(hereinafter as the “Lessee”)

II.

SUBJECT OF THE CONTRACT

1. On the basis of this Contract the Lessor gives the Lessee a thing against payment and allows him to use it temporarily, for the agreed period of time.
2. Lessor gives the Lessee for use this thing: audiovisual work - movie „Kistall“ by authors Christoph Girardet and Mathias Muller in full-HD file (hereinafter as „**movie**“ or „**leased thing**“).

III.

PLACE OF REALIZATION THE SUBJECT OF THE CONTRACT

1. Place of realization the subject of the Contract is: movie theater Úsmev, Kasárenské námestie 1, 040 01 Košice, where the movie will be communicated to the public from 6th October 2012 from 7:00pm to 7th October 2012 to 02.00am, as a part of the event “Biela noc”/“White night”.

IV.

RENT AND PAYMENT TERMS

1. The contractual parties have agreed the rent in amount of 150, - € netto (in words one hundred fifty Euro) (hereinafter as „**rent**“).
2. Lessee must pay the rent at once within 15 days from the date of realization of subject of the Contract, to the bank account of the Lessor specified in the Contract header.

V.

RIGHTS AND DUTIES OF CONTRACTING PARTIES

1. The Lessor must give the leased thing to the Lessee in a state making an agreed way of use possible.
2. The Lessee is entitled to use the leased thing in a way stipulated in the Contract, unless something else was agreed, the Lessee must use the leased thing in a way adequate to the nature and designation of the leased thing.
3. The Lessee is not entitled sub-lease the leased thing to third person.
4. The Lessee must see to it that the leased thing is not damaged.

5. The Lessee is liable for any damage to the leased thing caused by the Lessee's or another person's fault.
6. The Lessee must pay the rent in accordance with this Contract.
7. The Lessee is obliged to project the film by full HD film projector with high luminous intensity about 7000 Ansi Lumen and by HD Media Player.
8. The Lessee is obliged to set up projection screen with possibility to screen on it in HD 16:9.

VI. LICENSE

1. The Lessor grants the Lessee license for individual usage of the Work according to Section 18 paragraph 2 of Act No. 618/2003 Coll., the Copyright and Rights Related to Copyright, as amended (hereinafter "**Copyright Act**"), mainly for the communication to the public of the movie.
2. The Lessor grants the Lessee license for definite period from 6th October 2012 from 7:00pm to 7th October 2012 to 02:00am 6th, for communication of the movie to the public, in movie theater Úsmev, Kasárenské námestie 1, 040 01 Košice, in unlimited extend.
2. The Lessor grants the license according to this Article of this Contract free of charge.
3. The Lessor grants to the Lessee nonexclusive licence pursuant to this Contract.
4. The Lessor declares that he is entitled to grant license as it is described in paragraph 1.- 4. of this Article. The Lessor declares that all rights protected by Copyright Act are settled with others co-authors and another people who have economic rights to the movie.

VII. OTHER PROVISIONS

1. The Contract is made for a definite period from 6th October 2012 to 7th October 2012.
2. The Contract may be terminated by the agreement of the contracting parties.
3. The Organization is entitled to withdraw this Contract without stating the reason.

4. If the Contract shall not be terminated in the manner set in paragraph 2. and 3. of this Article, the lease shall end after the lapse of the period for that it was concluded unless the Lessor and the Lessee agree on something else.

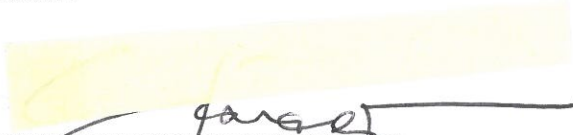
VIII.

FINAL PROVISIONS

1. Amendments and supplements to the Contract can be made only in the form of a written supplement to the Contract signed by both contracting parties.
2. The Contract is valid on the day of its signing by both Contracting parties and comes into effect on the day following after the day of the publication of the Contract on the Lessee's website.
3. Legal relations not expressly governed by the Contract are governed by relevant provisions of the Act No. 40/1964 Coll., the Civil Code as amended, the Copyright Act and other generally binding legal regulations of the Slovak Republic.
4. The Contract is made in two counterparts, of which 1 counterpart will be given to the Lessee and 1 counterpart to the Lessor. The Contract is made in English and Slovak version, in case of differences in interpretation, Slovak version prevails.
5. Contracting parties declare that they showed their will freely, seriously, certainly and comprehensibly, they agree with the content of the Contract after they read it and in witness thereof they sign it in their own hands.

In Košice,.....*OCT. 5th, 2012*

Lessor:


.....
Christoph Girardet

Lessee:

1
Košice - Európske

.....
**Košice - European Capital
of Culture 2013, n.o
Ing. Ján Sudzina, director**