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Appendix 1 – Schedule and activity plan

Appendix 2 – Electrical wiring diagram and constructions placement plan

Appendix 3 – Materials and tools list for «Cardboard town» in Kosice 20-27 May

AGREEMENT №
for rendering event organization and holding services

«Košice», 30.04.2012.

Košice 2013 n.o., hereinafter referred to as the “Customer”, represented by Ján Sudzina, acting as executive director of Košice 2013 n.o., on the one part, and Individual entrepreneur Korsakov Sergey Aleksandrovich, Certificate of the individual entrepreneur state registration № 310774602701085 of January 27, 2010, registering authority: Federal Tax Service Interdistrict Inspectorate № 46 for the city of Moscow, hereinafter referred to as the “Contractor”, on the other part, collectively referred to as the “Parties”, have concluded this agreement on the following:

1. Subject of Agreement

1.1. The Contractor undertakes to render services of organization and holding the interactive exhibition-game: The 10-th materialization of Cardboardia: "Kartónové mesto" ("Kartonnyi Gorod") as defined in the Schedule of activities (Appendix 1), hereinafter referred to as the “Event”, within the framework of “Use The City” festival during the period from May 20, 2012 to May 28, 2012 (including installation) in the territory of Košice, Slovakia, and the Customer undertakes to pay for these services and provide the necessary conditions for work.

2. Rights and obligations of the Parties

2.1. Rights and obligations of the Contractor:

2.1.1. The Contractor undertakes to :

2.1.1.1 arrange the necessary preliminary works:

2.1.1.1.1 search for prospective partners and conduct negotiations with them;

2.1.1.1.2 forming 14 people Cardboardia team.

2.1.1.1.3 arrange the arrival of the main team of volunteers to the Event ground;

2.1.1.1.4 create the design of corporate style of the : "Kartónové mesto" game in Kosice respecting Use the City festival and Customer design manual including festival partner's logos;

2.1.1.1.5 prepare texts for the “Kartónové mesto” game advertisement in Kosice in English that Customer will be able to translate in Slovak language;

2.1.1.1.6 create and launch the “Kartónové mesto” in Kosice game website in the cardboardia.info domain and forward its content to Customer for his own website;

2.1.1.2 arrange installation works at the Event ground according to the schedule (Appendix 1);

2.1.1.3 hold the “Cardboard Town” game according to the schedule (Appendix 1). The Contractor is obliged to consult all obligations stated above with the Customer in advance.

2.1.2. The Contractor is not obliged to ensure security and fire safety during the period of the Event, installation and demounting at the Event ground.

2.2. The Contractor undertakes to inform the Customer immediately about any circumstances that put obstacles in the way of providing services which arise at the moment of providing services. The Contractor undertakes to take any measures possible in order to eliminate the circumstances that put obstacles in the way of providing services and minimize the negative consequences for the Customer.



2.4. Rights and obligations of the Customer:

2.4.1. The Customer is obliged to pay for the services of the Contractor in the amount and in the order stipulated by this Agreement.

2.4.2. The Customer is obliged to provide the Contractor promptly with the information necessary for proper fulfillment of his obligations under this Agreement.

2.4.3. In case of cancellation or postponement of the Customer's event, the Customer is obliged to inform the Contractor about such changes not later than in 15 (fifteen) working days.

2.4.4. The Customer undertakes to provide the area of not less than 500 square meters for holding the Event during the period from May 20, 2012 to May 28, 2012.

2.4.5. The Customer undertakes to arrange and provide for the whole period of installation, demounting and the Event holding according to the schedule (Appendix 1):

- installation of at least 2 tents (5x5 meters each) and 1 large tent (not less 20x25 meters) including wooden floor for the need of 14 Cardboardia's team members according to the schedule (Appendix 1), their maintenance during the whole period of event holding. The sizes and the constructions placement plan are given in Appendix 2;
- 24-hour access to the ground for the Contractor;
- wiring layout according to the electrical wiring diagram (Appendix 2) including arrangement of sockets, switches and illuminating equipment, plan is given in Appendix 2;
- electric power of 15 kW (in addition to the illumination of the ground);
- access to industrial water in sufficient amount directly at the event ground;
- access to the toilets for the team and the guests in the facilities of the shopping mall "Aupark";
- thorough cleaning of the territory of the Event holding before the beginning of installation works according to the schedule (Appendix 1);
- daily cleaning of the territory of the Event holding and garbage disposal according to the schedule (Appendix 1);
- lease of a garbage container in the territory of the Event at the end of the event and usage of garbage capacity of the shopping mall "Aupark" as necessary during the period of the Event holding;
- providing the territory of the Event holding with professional guard 20:00 to 10:00 during the period of the Event holding, installation and demounting in amount sufficient for maintenance of order depending upon the attendance of the Event;
- fire safety according to the legal regulations valid in Kosice;
- presence of 3 stepladders and mobile ladder high enough for accessing the top of the tent at the ground;
- presence of 10 tables and 50 chairs (folding, light) at the ground;
- presence of one set of audio equipment with power up to 2 kW. Set should contain: an eight-channel remote control unit, DJ panel and CD player for the DJ, 2 microphones and 2 microphone stands, a laptop, all the necessary wires for connection at the ground;
- presence of a projection device at the ground with additional sound system connected to it;
- presence of 1 laser A4 format printers (for example, Xerox) at the ground;
- 14 air tickets: 12 Moscow – Kosice – Moscow, 1 Saint-Petersburg-Kosice-Saint-Petersburg, 1 Venice (Italy) – Kosice – Moscow according to the schedule (Appendix 1);
- transfer for 14 team members from the Kosice airport to the hotel according to the schedule (Appendix 1);
- accommodation for Cardboardia team (14 people) during the period from May 20 to May 28 in short distance access to the place of the Event holding for the whole period of stay of the Cardboardia team in Kosice (according to the schedule in Appendix 1), namely: 5 twin rooms (two separate beds, shower, toilet in each room), 2 double room (one double bed, shower, toilet) the hotel should provide daily breakfast for 14 members of the Cardboardia team;

- a courier on demand with a car for the whole period of installation and the Event holding;
 - arranging of purchase and delivery of materials and instruments for the game (Appendix 3);
 - forming a local work team of specialists and getting them involved in the works:
 - English speaking local team manager (from the moment of signing the agreement);
 - Advertising and PR campaign manager (from the moment of signing the agreement);
 - English-speaking accountable manager who will be constantly present at the ground during the period from May 20 to May 28 in order to coordinate the actions of the Customer's team with the Contractor, communicate with local authorities, settle current organizational issues;
 - hardware and sound specialist at the ground (sound, light, electricity) for the purpose of installation and maintenance of equipment for the period from May 20 to May 28;
 - electrician for installing electrical equipment and wiring layout according to the diagram (Appendix 1) and schedule (Appendix 1) and maintenance of the system on request;
 - strong professional workers who will (on request) carry loads at the ground, assist with installation works and clean the territory (2 persons) during the period from May 20 to May 28 during working hours of Cardboardia Team on the venue;
 - 1 person responsible for managing kitchen issues: maintaining cleanness, buying and distributing the necessary products, drinks etc.;
 - possibly 3 persons for assisting the building of the Cardboard Town – preferably architects or artists with skills at work with cardboard who are interested in creative work of making cardboard objects to work under the guidance of the Main Architect of Cardboardia;
 - 6 Slovak-speaking and English-speaking volunteers without special skills for the positions of secretaries, cashiers, consultants (main requirements – sociability and responsibility) for the period from May 21 to May 27 (inclusive) who will be able to attend preliminary consultations with the Cardboardia team during the period from May 21 to May 23 inclusive.
 - daily delivery (at 14-00) of hot dishes for the Cardboardia team. 28 hot meals (salad + second course), 14 of which should be vegetarian and 14 standard (dietary meals are preferable). The dinners should be provided in lunch boxes or in other personal dishes and with tableware for 14 people
 - drinking water in sufficient amount. Tea in tea bags, milk, instant coffee and disposable cups in sufficient amount
 - an electric kettle, a refrigerator capacious enough to store dinners, a microwave oven;
 - access to the Internet;
- 2.4.6. The Customer arranges demounting and cleaning in the whole territory of the event holding, loading garbage into the container and all the garbage disposal on his own account.
- 2.4.7. Advertising and PR campaign development and conduction.
- The Customer provides a manager who develops and coordinates Advertising Campaign in which he develops a maximum of 10 formats of promotional products,
 - the Customer is obliged to use for the purpose of advertising and covering the Event only the press release text, graphic designs in print and in digital format which were agreed between the Contractor and the Customer. The Customer can't make any changes in the agreed materials without written consent of the Contractor.
 - the Customer is allowed to make photo documentation and video documentation (max 3 minutes long) of the life in the "Kartónové mesto" and to use them afterward without time restriction neither authorization in printed or virtual formats for purposes to promote activities organized within Use the City festival and Košice 2013. The Contractor grants to the Customer license according to the Act No. 618/2003 Coll. as amended. The license granted by the Contractor to the Customer pursuant to this Contract is granted in an unlimited extent, for an indefinite period and for unlimited area. The Contractor grants the license according to this Article of this Contract free of charge. The Contractor grants the license for all so far known uses.

- the Contractor provides all the necessary information and creates the design of advertising products on the Customer's request (up to 10 types of formats) and respecting Košice 2013 n.o. and festival design manuals and including needed festival partner's logos;

2.4.8. The Customer is obliged to provide all the information and documents necessary for obtaining visas according to the schedule (Appendix 1), including formal invitations from the festival.

2.4.9. The Contractor is the author and holder of sole rights to the idea and the technologies of the "Cardboardia" game.

2.4.10. The Contractor isn't obliged to provide insurance for guests and employees.

3. Cost of services

3.1. The cost of services provided by the Contractor equals 12 000 (twelve thousand) Euro VAT included, which means 10 000 (ten thousand) Euro paid to the Contractor and 2000 (two thousand) paid directly by the Customer to the Slovak tax office. The Contractor pays on his own all the other taxes payable according to the current legislation.

3.2. Payment for the services is made in Euros.

3.2.1. The upfront payment consists of two parts:

3.2.1.1. The first part equals 50% of the total sum specified in Clause 3.1. of this agreement, that is 5 000 (five thousand) euros, and is to be paid within 14 days after the Contractor issues the invoice; the payment date is considered to be the date of money withdrawal from the settlement account of the Customer.

3.2.1.2. The remaining part – 50% of the total sum specified in Clause 3.1. of this agreement, that is 5 000 (five thousand) euros, is transferred to the account of the Contractor within 14 working days from the moment of signing the Work Acceptance Certificate.

The payment date is considered to be the date of money withdrawal from the settlement account of the Customer.

3.2.3. In case the Event is cancelled by the Customer for any reasons, including force-majeure:

3.2.3.1 Both contracting parties will look for later date until December, 31st of 2012 when to organize the Event on the same conditions and financial basis as stipulated in this agreement, including the 50% of already paid remuneration.

3.2.3.2. If parties can't find the opportunity to organize the Event another date until December, 31st of 2012 - the upfront payment is not returned to the Customer.

3.2.3.3. In case of force-majeure, the Contractor is obliged to accept a proposal among minimum of 10 dates in different weeks proposed by the Customer.

3.2.4 In case the Event is cancelled by the Contractor for any reasons, including force-majeure, the upfront payment is to be returned to the Customer as well as the expenses engaged during the preparation and not possible to refund.

4. Order of services acceptance

4.1. In case there are no reciprocal claims against each other, the Parties are obliged to sign the Work Acceptance Certificate provided by the Customer at the last day of the Event (27th May 2012)..

5. Liabilities of the Parties

5.1. The Parties are liable for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the current legislation.

6. Other provisions

6.1. This agreement comes into force the next day after publishing this agreement on the Customer website and is valid until the moment of signing of the Work Acceptance Certificate.

6.2. This agreement can be terminated earlier by the mutual written agreement of the Parties.

6.3. All the disputes and disagreements that may arise between the Parties as to this agreement will be settled by negotiations. In case there is no understanding between the Parties, the disputes will be solved in the order stipulated by the current legislation of the Slovak republic.

6.4. As to all the issues not specified by this agreement the Parties are governed by the current legislation of the Slovak republic.

6.5. This agreement is made in two copies that have equal legal force; one copy for each of the Parties.

6.6. Any amendments and addendums to this agreement are valid only if they are made in writing and signed by the Parties.

7. Addresses and bank details of the Parties

THE CUSTOMER:

Košice – Európske hlavné mesto kultúry 2013,
n.o.

Kukučínova 2, 040 01 Košice

IČO:3558 3461

ICDPH:SK2022737871

Číslo účtu:0558235001/5600 DEXIA Banka

THE CONTRACTOR:

Individual entrepreneur

Korsakov Sergey Aleksandrovich

State Registration Certificate № 310774602701085.

INN: 772974265241

Košice - Európske
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