

CONTRACT BETWEEN

In one party The Free State of Bavaria, represented by the **Bayerische Staatsoper/Bayerisches Staatsballett** represented by Serge Dorny, General Director, and Dr. Roland Schwab, Managing Director, with address at Platzl 7, 80331 Munich (Germany), with VAT number DE 814 17 33 46 hereinafter referred to as **THE COMPANY**.

And in the other party **Gran Teatre del Liceu**, represented by Valentí Oviedo Cornejo, General Manager, with address at La Rambla, 51-59, 08002 Barcelona, with Spanish Fiscal Number (CIF) N° ES G-60754223, with ID card num. 39.362.652-S by deed of empowerment granted by the Barcelona notary Manuel-Ángel Martínez García on April 19th 2018, with protocol number 1076, hereinafter referred to as **THE PRESENTER**.

Both parties mutually acknowledge sufficient legal capacity for the signing of the present contract and hereby agree to the following

§ 1

Object of the present contract are five (5) public dance performances of Giselle performed by BAYERISCHES STAATSBALLETT which in Spain will be announced as "Bavarian State Ballet/Opera de Munich BAYERISCHES STAATSBALLETT/Ballet de la Opera de Munich" at the following theatre and dates:

Gran Teatre del Liceu

La Rambla, 51 – 59, 08002 Barcelona

Schedule:

15.10.25, Wednesday	1 pax arrival of our conductor, Robertas Šervėnikas (1 single room)
16.10.25, Thursday	Arrival (17 pax/single rooms) 16 aprox technical departments , 1 tour manager 10.30-13.30 orchestra alone rehearsal Giselle
17.10.25, Friday	Arrival (13 pax/single rooms) 08.00 – 23.00 unloading/set up / lighting, 8 costume department 3 make up department 1 stage manager, 1 ballet master for extras 10.30-13.30 orchestra alone rehearsal Giselle 1500-1730 orchestra alone rehearsal Giselle
18.10.25, Saturday	Arrival (6 pax, make up/single rooms) 08.00 – 21h30 set up / lighting, extras fittings and costume changes extras, studio rehearsal extras preparation of dressing rooms as well as make up room instruction dressers as well as make up/hair staff Munich – Liceu
19.10.25, Sunday	Arrival (58 pax/32 single + 13 double/twin rooms, dancers + ballet direction, ballet masters, pianist etc. /) 09.00 – 14.00 dressers (Munich and Barcelona staff) changing extra costumes etc 09.00 – 14.00 make up department preparing rooms / instruct Liceu staff 16:00- 19:00 studio rehearsals with extras possible on Sunday opera performance

20.10.25, Monday	09.00 – 11.00 set up/lighting, Giselle back 10.00 - 10.45 class 11.00 – 13.00 Stage rehearsal placing with extras, afterwards light corrections 18.00 – 18.30 extras rehearsal on stage 18.30 – 21.30 orchestra stage rehearsal all with full costume/make up, eventually light corrections afterwards
21.10.25, Tuesday	10.00 – 10.45 class (studio/stage?) 11.00 – 13.00 orchestra stage rehearsal, ev. light corrections afterwards 11.00 – 18.00 studio rehearsals 19.30 Giselle 1 break down set,
22.10.25, Wednesday	10.00 – 18.00 class / studio rehearsals Dressing rooms 6 th floor available for dancers opera performance
23.10.25, Thursday	12.00 set up / lighting Giselle 10.00 – 18.00 Class / studio rehearsals 19.30 Giselle 2
24.10.25, Friday	10.00 – 18.00 Class, stage/studio rehearsals (working light) / 19.30 Giselle 3
25.10.25, Saturday	10.00 – 18.00 Class, stage/studio rehearsals (working light) 19.00 Giselle 4
26.10.25, Sunday	15.30-16.30 Class before the show (studio/stage) 17:00 Giselle 5 break down/loading
27.10.25, Monday	18.05 flight departure Barcelona for all (94 pax) and conductor separately after agreement

Giselle

Music: Adolphe Adam, Friedrich Burgmüller (Pas de six) and Riccardo Drigo (one of the variations in the Pas de six)
Choreography: Peter Wright after Marius Petipa, Jean Coralli, Jules Perrot 1
Set and costumes: Peter Farmer

Duration: 2 h 15 minutes (1st Act: 50 min / intermission 30 min / 2nd Act 45 min)

§ 2 / tour members

THE COMPANY will consist of a maximum of 95 persons (about 50 dancers, 1 conductor, 16 technicians, 8 wardrobe, 9 make-up/hairdressers, 11 ballet direction including ballet masters, pianist, physio, stage managers)

§ 3 / orchestra / conductor / scores

The performances will be accompanied by the Orchestra of THE PRESENTER, which will be supplied and paid by THE PRESENTER. The Orchestra Conductor, Robertas Šervenikas, will be contracted and paid by THE PRESENTER for both rehearsals and performances, as well as all travel arrangements. The full itinerary for orchestra rehearsals, general rehearsal and performances are mentioned in § 1. Scores will be sent from THE COMPANY to THE PRESENTER by messenger service before July 15th 2025. THE PRESENTER ensures that the scores are returned to THE COMPANY

In case the main conductor might not be able to do all orchestra rehearsals personally, and an assistant needs to do orchestra rehearsals, all connected arrangements and costs (travel / accommodation / fee) will be handled and covered directly between THE PRESENTER and the assistant conductor.

The orchestration is attached in Annex A.

§ 4 / economical terms

The COMPANY will against invoice receive by bank transfer the amount of EUR 59,642.75 net (in words: Fifty-nine thousand six hundred forty-two euros and seventy-five cents).

This amount includes:

- all PER DIEMS per day and person, including days of travelling
- transportation in Munich (opera – airport – opera)

This amount does not include:

- Fee for the Orchestra Conductor
- 14 Supers to be engaged locally

THE COMPANY will provide a certificate that THE COMPANY is a non-profit organisation and its earnings of the guest performance are not subject to tax liability in Germany.

The above-mentioned sum will be paid by bank transfer against invoice and is due in the following instalments:

25% EUR (Euros) upon signature of this agreement;
25% EUR (Euros) no later than 15 September 2025;
50% EUR (Euros) after the last performance, at the latest on October 27, 2025

When bank transfers have been made, THE PRESENTER sends a copy of the bank transfer receipt to THE COMPANY without further request. The instalments will be paid free of any taxes and banking costs or deductions of any kind. Costs on receiving the payments in Germany will be borne by THE PRESENTER.

§ 5 / hotel with breakfast and WiFi

Accommodation (WiFi and American buffet breakfast in a 3* superior hotel close by the theatre or 4* hotel) for all members of THE COMPANY will be reserved and paid by THE PRESENTER (95 tour members, about 69 single rooms + 13 double/twin rooms). The COMPANY pays a share of €5,357.25 of the additional costs for accommodation amounting to EUR 12,214.50 in total. This share is factored into the calculation of the fee in § 4. If it later turns out that the additional costs are reduced, the reduction will be credited to the fee in § 4. The hotel must provide an American buffet breakfast with wide range of proteins, fruits, bread, cheese and sausages etc, single rooms with large bed) All personal expenses such as mini-bar, telephone etc. will be paid by each individual. Any friend or relative sharing a room with a company member or requesting an additional room will be paid by those individuals (accommodation costs and breakfast).

§ 6 / transportation

The international transport (direct flights) for all COMPANY members (Munich – Barcelona – Munich is organized and paid by THE PRESENTER.

All international transportation (Munich – Barcelona –Munich) for the cargo, including customs clearance and insurance for an insurance volume of EUR 600,000.00, is organized and paid by THE PRESENTER (in 4 curtainside trailers, Code XL-certified „DIN EN 12642 Code XL-certified“, transport company engaged by THE PRESENTER). but THE COMPANY has a right of veto. For this reason, THE PRESENTER has to inform THE COMPANY which transport company shall be commissioned at least three months before the date of collection. THE COMPANY may immediately veto the selection of this transport company in written form or by e-mail, in which case substantial reasons must be given. THE PRESENTER guarantees that in any case the European Best Practice Guidelines on CARGO securing for road transport as well as all relevant national road traffic law will be observed.

Loading and unloading of trucks at the warehouse in Munich is at the expense of THE COMPANY if the arrival of the trucks is in time. If any delay of a truck's arrival causes a time slot of 4 hours for its loading/unloading to be exceeded, THE PRESENTER will be charged with 300,00 € /truck/hour or part thereof. Time slots for loading/pick up in Munich as well as delivery back/unloading in Munich will be mutually agreed.

The transportation in Barcelona (airport-hotel-airport) will be organized and paid by THE PRESENTER. In addition, public transport (full day tickets for all tour members) will be organized and paid by THE PRESENTER in case the theatre is not in walking distance from the hotel (max. 15 minutes).

§ 7 / technical rider

The technical rider Annex B will be part of this contract and must be signed by the Technical Directors of both THE COMPANY and THE PRESENTER indicating mutual agreement as to its content.

§ 8 / THE PRESENTER will be responsible for the following:

A) **THEATRE AND STAFF** – THE PRESENTER provides and pays for the ready-to-play theatre and rooms (with the necessary technical and administrative staff), necessary for the preparation and implementation of all rehearsals and performances according to the fixed schedule (§ 1 and technical rider). All house expenses in "running order" including all personnel for cleaning, box office, front of house, security and maintenance staff, organized in the habitual manner, as well as all personnel costs for backstage staff as agreed in the technical rider will be borne by THE PRESENTER. THE PRESENTER shall ensure that the aforementioned staff is available during the entire tour as far as possible without change.

B) **INTERPRETERS** – THE PRESENTER provides and pays for interpreters (German/English – Spanish) for working with the technical/lighting/sound team, the wardrobe department, make up department and for working with the extras and ballet direction, at the disposal of THE COMPANY for set up, rehearsals and performances. Experience with theater terms is required.

2 Interpreters for technical/lighting crew + dressers/make up + supers rehearsals etc.
from 16.10.25 on

C) **LIABILITY** – THE PRESENTER is liable for all items brought in from storage to removal. This does not apply during the period of use, unless the damage is caused by THE PRESENTER or is responsible to one of its contracting parties.

D) **LAUNDRY SERVICE** – The Wardrobe Department of THE COMPANY will have access to the laundry washing and drying machines within the Liceu for laundry that applies to the performances (dance wear, costumes).

E) **WATER** – Natural Water for all COMPANY members during set up, rehearsals and performances (minimum 1,5 liters per person per day, filtered water available on several fountains).

F) **PIANO** – Providing a vertical piano on stage properly tuned before rehearsals and performances and a tuned vertical piano in the dance studio for class and rehearsals, plus an audio system and video system (including large screen) with an input and/or bluetooth connection for an iPad (3,5 mm stereo jack) in the studio and on stage.

Providing a grand piano in the pit for the piano stage rehearsal. Amplification, stage monitor and light will be provided if necessary.

G) **FREE ENTRANCE TICKETS** – Twelve (12) free first category entrance tickets per performance. Two of these seats, for the director, should be easily reachable from the stage area. THE COMPANY shall be responsible for directly distributing the tickets provided by THE PRESENTER to its respective guests.

H) **PUBLICITY, PROMOTION, HOUSE PROGRAMS** – The tasks of publicity, promotion and press will be the responsibility of THE PRESENTER. THE COMPANY will provide graphic material for THE PRESENTER'S marketing purposes free of rights and in this respect indemnifies THE PRESENTER against any third party claims.

THE PRESENTER will email a copy of all publicity and promotion material as well as the house program (and cast list) to THE COMPANY prior to final printing for THE COMPANY's approval or corrections, but which must be returned within 24 hours except during the weekend, on public holidays as well as announced holidays. The house program will include

the logo of THE COMPANY. Logos for sponsors of THE COMPANY to be included in the house program as well.

The PRESENTER has the right to publish the logo and any other corporate image of any of their sponsors or institutions in the house programs, posters and any form of publicity after agreement.

I) ADULT EXTRAS/SUPERS – THE PRESENTER will provide and be responsible for any payment of the local extras (14 adults, thereof 9 gentlemen, 5 ladies) for rehearsals and performances. The extras will be present at the costume fittings, studio rehearsals and stage rehearsals, and all performances according to the schedule mutually agreed upon by THE PRESENTER and THE COMPANY. The extras will be selected by the THE PRESENTER according to the age, sex, height and measures indicated by THE COMPANY.

§ 9 / THE COMPANY will be responsible for the following:

- A) Providing dancers well rehearsed.
- B) Payment of all salaries and per diems to all members of THE COMPANY.
- C) GERMAN SOCIAL SECURITY – THE COMPANY shall be responsible for Social Security and all taxation as per provisions of German law paid in Germany for all COMPANY members.
- D) INSURANCE – Providing and paying for all types of insurances to cover all members of THE COMPANY. All members will have A1 forms in case of illness or injury.

§ 10 / authors and choreography rights

THE COMPANY will be responsible for all choreographic rights as well as any others such as sets, lighting, wardrobe designs etc. In case of any requests by the Spanish Authors Rights Society, this is THE PRESENTER'S responsibility. Scores will be sent to THE PRESENTER about two months in advance.

§ 11 / TV / broadcasting

THE PRESENTER may make audio-visual recordings of rehearsals or performances for marketing and press purposes only. No more than 5 minutes of audio-visual material may be recorded for news, promotion and sales, but consecutive excerpts may not exceed 3 minutes in length.

THE PRESENTER may invite a photographer to create press and promotion photographs. Before being distributed or published, the photos first have to be released by the ballet director of THE COMPANY.

All other uses by THE PRESENTER including broadcast and distribution of audio-visual material are prohibited. THE COMPANY gives permission for one archival recording of the premiere (first performance) to be made of a single performance solely for THE PRESENTER'S archival records and not for public release, performance, presentation or sale or for any other commercial purpose THE COMPANY will receive a copy for their archive by 15 November 2025 in H264 mov via a download cloud link.

§ 12 interviews / press conference

THE COMPANY will use their best endeavours to collaborate in as many interviews by radio, television and press as THE PRESENTER can arrange to have adequate promotion for the performances. Dates and hours of any interview must be subject to mutual agreement. One or more principal members of THE COMPANY will try to participate in all other related activities such as press conference etc.

§ 13 / cancellation clauses

A) FORCE MAJEURE

Both parties shall be under no liability if the execution of this contract becomes impossible for reasons as those considered "force majeure", including but not limited to: fire, floods, wars, acts of vandalism, terrorist acts, general strikes, epidemics, pandemics, prohibition of the performances due to public authority decisions and any other indicated by German or Spanish law.

Should any performance be cancelled due to accredited force majeure, it is understood that with regard to the cancelled performance the payment to THE COMPANY will be reduced to the real expenses as incurred (incl. payment for the performances already given) and effectively proved and no indemnification will be paid. Payment obligations with regard to non-cancelled performances remain unaffected.

Both parties will do their best to find another date of mutual agreement.

B) CANCELLATION OF PERFORMANCES

If for reasons other than those of force majeure stated above, one, several or all of the performances are cancelled by THE COMPANY, or in any case THE COMPANY does not fulfill its obligations as stated above, THE PRESENTER will abstain from paying the fee(s) that correspond to the performance(s) cancelled. In addition, THE PRESENTER will abstain from paying the total or proportional part of the costs not yet effected of the respective cancelled performance(s). Services already rendered by THE COMPANY will be remunerated (§ 315 German Civil Code (BGB)).

The same applies if for reasons other than those of force majeure stated above, one, several or all of the performances are cancelled by THE PRESENTER, or in any case THE PRESENTER does not fulfill its obligations as stated above. In particular, THE PRESENTER agrees to pay for additional costs that have incurred due to the cancellation or other non-fulfillment of obligations (e.g. costs for changing hotel or flight bookings).

§ 14 / miscellaneous

THE COMPANY expressly manifests that, on signing the present contract, it is not obliged by any other which could be an impediment to the fulfillment of this one. This contract cannot be ceded or transferred without written permission, expressing mutual consent, signed by THE PRESENTER and THE COMPANY.

This contract requires the approval of the Bavarian Ministry of Science and the Arts to be valid.

This contract constitutes the parties' entire agreement in respect of the subject matter of this contract. Any changes or amendments to this contract shall only be valid if executed in writing by both parties.

If any provision of this contract is found to be ineffective, the remaining provisions shall remain in full force and effect.

In case of a breach of the present contract, the parties will submit themselves to the jurisdiction of the Courts of Barcelona.

Date:

BY THE COMPANY:

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Serge Dorny
General Manager
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2025-07-18 10:12:36 UTC

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Dr. Roland Schwab
Managing Director
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2025-07-18 10:29:29 UTC

[Redacted signature box]

Valentí Oviedo Cornejo
General Director
Liceu

In Agreement:

[Redacted signature box]

Eduard Finares
Sales Director
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2025-07-25 13:05:08 UTC