

AGREEMENT

Between

FUNDACIÓ DEL GRAN TEATRE DEL LICEU,
with Company Tax Identity number G-
60754223 and official residence at La Rambla
num. 51-59, Barcelona 08002, represented by
Mr. Valentí Oviedo Cornejo, General Manager,
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
"LICEU"

Telephone : + 34 93 485 99 00

(hereafter referred to as the Presenter)

The Office Performing Arts + Film, Inc
represented by director Rachel Chanoff
130 Jane Street #5J NYC, NY 10014, USA

Telephone : +1 212 337 9952

(hereafter referred to as the Company)

and

§ 1. Engagement

The Presenter hereby engages the services of the Company, and the Company hereby agrees to such an engagement pursuant to the terms hereof, to present the program at the times and in the location(s) as specified below, and as otherwise agreed to, by the Presenter and the Company.

The Company hereby agrees to provide, under the conditions outlined hereafter and following the provisions of this agreement, the performance **OH TO BELIEVE IN ANOTHER WORLD – A FILM BY WILLIAM KENTRIDGE FOR SHOSTAKOVICH SYMPHONY NO 10** for two (2) performances.

Title of the performances : **OH TO BELIEVE IN ANOTHER WORLD – A FILM BY WILLIAM KENTRIDGE FOR SHOSTAKOVICH SYMPHONY NO 10**
(hereinafter referred to as the Performances)

Artistic Director : William Kentridge

Duration : Approximately 1 hour

At the following venue: GRAN TEATRE DEL LICEU

Dates:

14 October 2024	Travel
15 October 2024	Day off after long haul travel
16 October 2024	Rehearsal (orchestra rehearsal room)
17 October 2024	Rehearsal (orchestra rehearsal room)
18 October 2024	Morning Stage Rehearsal (16:00 to 18:00) & Concert 1 for Young Audiences (19:30)
19 October 2024	Concert 2 (19:00)
20 October 2024	Departures

The Presenter has secured the use of and access to the following premise, and declares that all the technical requirements stated in the annexed technical rider will be fulfilled as agreed:

Name of the Venue for the Performances : GRAN TEATRE DEL LICEU

Address: La Rambla num. 51-59, Barcelona 08002

Concert Hall Capacity: 2.292

If needed the Presenter may choose an alternative venue for the performances corresponding to the needed technical requirements in the technical rider and in written consent with the Company at least two (2) months prior to the scheduled performance dates.

The Company will send three (3) personnel as listed below to facilitate and execute the technicalities of the Performances:

Production Manager:	Brendon Boyd
Video Orchestrator:	Kim Gunning
Managing Director Producer:	Laurie Cearley

§ 2. Payment

Payments will be made without any deduction or offset whatsoever and net of any and all taxes, bank fees, duties, withholdings, border entry and customs fees imposed by any and all state or local authorities or any subdivisions thereof. It is understood and agreed that no deduction whatsoever is to be taken from the payment fee, and no charges will be made to the Company for any amount of taxes before or after the Performance.

The Company will assist the Presenter in the eventual presentation of applications for a reduced tax payment, but the result of such application will not reduce the payments provided in the present agreement or delay the wire payments scheduled.

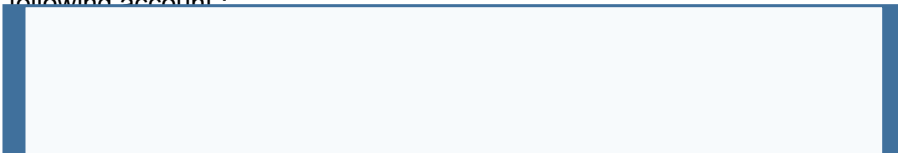
In full consideration of the Company's services hereunder, and for two (2) performances and activities as stated in §1, the Presenter agrees to pay a total fee of **NINETEEN THOUSAND EUROS THREE HUNDRED AND SEVENTY- FIVE (€19.375 net of taxes) net** PLUS travel, accommodation, per diems and any other agreed costs as listed below.

Royalties : 10% of box office income.

Payable as follows:

- € 9 687,50 (50 % of fee) on signing of the contract
- € 9 687,50 (50 % of fee) after the final performance and the final settlement between the PARTIES for the real travel cost and other contractual costs advanced by the Company on behalf of the Presenter.

Payment of these fees shall be made by bank transfer, within 30 days of receipt of invoice and to the following account :



In addition to the amounts above, the Presenter agrees to pay the additional costs for :

- Travel : return air fares for up to four (4) persons for a travel buy out of 6.000 euros net in total.
- Transport / Freight : Not applicable

In addition, the Presenter will organize and cover the costs for:

- Accommodation
The Presenter will arrange and pay for minimum three-star accommodation approved by the Company for up to three (3) persons, for a maximum of seven nights, in double rooms for single occupancy with en-suite bathrooms, free WiFi access, and breakfast included. A final rooming list will be provided by the Company one (1) month prior to the first performance. If any of the Company's personnel arrive or depart before or after the hotels designated check-in / -out time due to unavoidable travel itineraries, the Presenter will organise early or late check-in / -out and agrees to cover any additional costs that may be incurred for this reason.
- The orchestra and the conductor.
- Employment

- Visas and work permits
The Company will ensure that all members of the touring party have valid passports and cooperate fully with any reasonable requests by the Presenter in respect of materials required to submit visa applications..
- Local transportation and transfers
The Presenter shall arrange or reimburse all members of the touring party the costs of local transportation and transfers, including airport transfers and transfers between hotel and theatre if more than 10min walk away from one another.

The Presenter reserves the right, upon mutual written agreement with the Company, to deduct any expenses accrued or paid by the Presenter on the Company's behalf, from any of the above payments.

The Company shall be responsible for payment of all applicable taxes in their Country of origin.

§ 3. Performing Rights

The Company shall obtain, at its own cost and expenses, any and all rights and licenses required for the usage of the video material in the performances.

The Company shall pay all royalties, fees and compensation to performers, creator(s), and any other person or entity involved in or participating to the performances except those expenses, services or personnel the Presenter has specifically agreed to pay or to provide herein.

§ 4. Obligations of the Presenter

The Presenter shall provide a safe and clean performance venue in full operating order, including the personnel necessary for the unloading and loading, set-up, strike down and running of the performances. The Presenter shall moreover ensure the general services of the venue: box-office and sales, front-of-house, accounting of box-office takings and security of the venue. In its capacity as employer, The Presenter shall pay the wages and social and tax contributions of the afore mentioned personnel (if applicable).

The Presenter shall not venture into any form of sponsorship to be associated with the Company's visit without informing the Company.

The Presenter will provide all the technical requirements as listed in the attached Company's Technical Rider and will provide all the equipment as agreed. The Company's technical rider is integral to this agreement.

The Presenter shall make the performance space exclusively available to the Company from the time of the load-in until the end of the load-out with unlimited access. No other performance, promotion or activity shall take place within the areas in which the Company is working from the load-in to load-out, without prior mutual agreement with the Company.

The Presenter will provide adequately skilled and English-speaking technical stage staff (alternatively translators with prior theatrical knowledge), as specified on the technical schedule for the load-in, rehearsals, performances and the bump-out. The Presenter will ensure there is continuity in the show-crew for all rehearsals and performances.

Any mutually agreed modifications to the Technical Rider must be made exclusively in writing and signed by both parties.

For the duration of the engagement set-up, rehearsals, performances and strike, the Presenter is responsible for security of all physical production elements (including, but not limited to sets, costumes,

props, musical instruments and equipment) that remain in the theatre for the engagement. Production elements or equipment stored outside the theatre premises not included.

§ 5. Obligations of the Company

The Company will provide the video content for the performances.

The Company shall pay the remunerations, social and tax contributions of its personnel related to the production. The Company will carry adequate and medical insurance cover for all touring company members.

The Company will provide the personnel and video files as may be necessary for the performances except for those items specified in the Technical Rider that shall be provided by the Presenter.

The Company shall provide the Presenter with a complete technical rider adapted to the venue, including light plots, and hook-up, line-set schedule, stage plans and a full list of technical, video requirements to be provided by the Presenter.

The Company shall make the arrangements for the international travel, return air fares for up to three (3) persons.

§ 6. Promotion and Marketing

The Presenter shall provide and pay for promotion and publicity for the engagement.

The Company shall provide promotional materials as required, ensuring the successful marketing of the engagement, including, but not limited to press kit, photos free of rights, program copy, video trailers, social media links.

The Company shall be responsible for obtaining all necessary clearances and consents with respect to said promotional material, for use in both promotion and advertising, at no cost to the Presenter. All members of the Company agree to take part in requests made by the Presenter to promote the performance / presentation subject to prior consent by the Company.

The Presenter shall send all materials produced to the Company for validation before going online, print or press.

In all production publications-press, promotional (including brochures, leaflets, posters and programs) and recordings, the sponsor, co-producers, supporters and representative will be credited. Full company credits will be included where space and suitability allow.

The Presenter agrees to create a digital program that shall be distributed at the said Performances to the audience. The Presenter will provide a draft of the program to the Company for reference.

No form of photography, transcription, filming, videotape, recording, broadcasting or transmission, publication or storage in any medium whatsoever, of any part of any performance or rehearsal shall be permitted without the prior written consent and agreement of The Company.

The Company will consider permitting news or public affairs photographing, filming or taping that may include rehearsals, at times pre-approved by the Company, provided that no more than three (3) minutes of the Company's rehearsals shall be aired and for non-commercial purposes only. There is to be no filming or photography during the performance(s) unless otherwise agreed to in writing.

The Company agrees that it shall not issue any promotional material, press releases, or advertising material about the Presenter or the engagement, nor will it use the Presenter's name, logo or mark, without the written consent from the Presenter.

The Presenter may not include the Company's sponsors or their logos in advertising, promotional material or the title page of the house program. Exceptions from this paragraph is only possible by mutual agreement.

The Company is to receive six (6) copies of all printed matter (i.e. flyers, season brochures, posters, program books) for archival purposes. The Presenter will provide all touring company members a copy of the evening program prior to the first performance.

The Presenter shall provide the Company with press clippings, reviews and copies of TV broadcasts associated with the Company's performance two (2) weeks following the final performance.

§ 7. Tickets

The Presenter will provide the Company with ten (10) tickets for the first performance and ten (10) tickets for each subsequent performance. Tickets not claimed 48 hours prior to the performance will be made available to sell. Additional tickets for purchase will be made available to the company upon request.

Late seating will be determined by the Presenter in consultation with the Company.

Pricing will be determined by the Presenter and according to the Presenter's policy. All box office income will go to the Presenter, except for the royalty payments as described on page 2.

§ 8. Regulations

The Company shall comply with all laws, ordinances, rules and regulations applicable to the Presenter.

§ 9. Warranties

The Company represents and warrants that it has all of the necessary rights to enter into this agreement to produce and present the performances.

The Company shall indemnify, and save harmless the Presenter, its trustees, personnel and representatives, from and against any and all liability, loss, costs, damages or recoveries, which may be suffered or incur by reason of any alleged or actual breach of any representation, warrant or agreement made by the Company or due to negligence, recklessness or tortuous act of the Company, its employees, invitees or representatives.

The Presenter shall indemnify and hold harmless the Company, its trustees, personnel and representatives, from and against any and all liability, loss, costs, damages or recoveries, which may be suffered or incur by reason of any alleged or actual breach of any representation, warrant or agreement made by the Presenter or due to negligence, recklessness or tortuous act of the Presenter, its employees, invitees or representatives.

§ 10. Cancellation

In the case that the performances cannot take place in whole or in part for reasons which neither the Presenter nor the Company is responsible (especially in the case of force majeure), both contracting parties lose their right in contractual duties of the other party with the provision that the Presenter will refund the Company's travel and transport expenses, hotel costs and per diems until the earliest possible date of return, on presentation of the receipts. In case of only partial impossibility, the Company will receive part of the agreed fee according to the performances which have taken place, according to a pro-rata division of the rehearsal and performance days.

The Company does not have understudies. In the event that one or more members of the Company is unable to perform due to ill health, physical disability or other reasons beyond his or her control, the Company shall use its best efforts to furnish a substitute for such member of the Company, which substitute the Presenter agrees to accept or if this is not possible, reprogram the cancelled performance(s) to another date as soon as possible. The Company shall in no event be liable for the failure of such member to perform.

The Presenter agrees to bear additional travel and transport costs incurred for the rescheduled performance. In case of cancellation of all the performances, the advance fee payments (ie excluding non-refundable costs, of which the Company will provide documentation) will be reimbursed by the Company to the Presenter.

In the case where the company member is injured or ill, the Company accepts to provide all necessary documents from a doctor or a competent medical organization to the Presenter's insurer within seven (7) days, and/or to be available for a visit by the insurer's medical staff.

Both parties will endeavor to reschedule all performances and to fulfill their obligations to one another.

In any other situation, any cancellation provoked by one of the parties will involve for the defaulting party the obligation to pay to the other party compensation for breach of contract.

In case of breach by the Presenter, this compensation will equal to the amount stated in Article 2. In case of breach by the Company this amount will correspond to the costs the Presenter may have already paid for the performances (including the relevant preparation, hires, transport, hotels...). Such amounts will not exceed the performance fee. Any advance payment will be immediately refunded.

§ 11. Force Majeure

Force majeure is understood to mean circumstances that have occurred after the signing of the contract, due to facts of an unforeseeable and insurmountable nature and that cannot be prevented by the contracting parties, and in particular: natural disasters, war, insurrection, fire, an administrative decision as a protectionist measure, in particular against epidemics, public service strikes. In case of force majeure, the prevented co-contracting party will immediately contact the other party in order to suspend the contract, the latter reserving the right to terminate it without compensation or repayment of any kind.

In the event of a desire to renew the contract after the cessation of the circumstances that prevent its execution, both parties reserve the possibility of a new negotiation or to postpone the tour.

If the Company has left for the Presenter's city before a force majeure event happens, the relevant travel, hotel and per diems costs will be paid by the Presenter until the Company's team is able to return. If one or more performances have already taken place before the force majeure event, the Company will receive the share of the fee corresponding to the number of performances, which have taken place (including the relevant preparation, set up and rehearsal costs).

In all cases, in the event of force majeure, the Company will make a detailed list of documented touring costs incurred by the Company before the announcement of force majeure. These include non-cancellable or non-refundable costs (preparation costs, transport costs...). If relevant, the difference between the total of these sums and the total of any advance payments paid or due by the Presenter shall be repaid to the Presenter.

§ 12. Covid 19

In the event of a continuation of the Covid-19 pandemic and restrictions as consequences of the pandemic make it impossible to under reasonable conditions present the production specified in the contract, the contract can be terminated by one of the contracting parties. Such restrictions may include governmental restrictions on travel, restrictions on audience numbers, risk of serious contagion and similar factors which prevent the performance from being carried out safely according to its intended purpose.

In the case of confirmed or suspected Covid-19, the affected party will immediately notify the other party. If possible and reasonable within the current infection control regulations, the party should seek to find alternative ways to fulfil the engagement, before making any cancellation provision. Cancellation for this reason is considered a last resort and will be mutually agreed between the two parties, who will negotiate the financial conditions of such cancellation fairly.

In the event of cancellation of one or more performances due to Covid 19 pandemic the Presenter and the Company shall first examine the possibility of postponing without cost the scheduled performances to the current or following season.

If this solution is not feasible, the Presenter and the Company will seek for an amicable agreement that will tend to preserve professional solidarity on one hand, particularly with respect to the remuneration of the intermittent artistic and technical personnel, and the budgetary balances of both parties on the other hand; this is so that neither Company nor the Presenter will find themselves in financial hardship

§ 12: Special Provisions

The Presenter and the Company agree that nothing herein contained shall be deemed to create or establish an employment, agency, joint venture, or partnership relationship between the Parties or any of their agents or employees. No party is entitled to represent the other party.

§ 13: Confidentiality

Each party agrees to treat the following information as confidential and not to divulge, use or exploit the same except as expressly permitted under this agreement: (a) the existence and terms of this agreement and (b) all information received from the other party under or in connection with this agreement. The foregoing restrictions shall not apply to the extent the information: (a) ceases to be confidential and enters into the public domain other than due to a breach of this agreement by the receiving party; (b) is acquired by the receiving party from a third party free of any obligation of confidence, or (c) is required by law to be disclosed.

§ 14. Legal Jurisdiction

For any dispute among the parties arising from any matter relating to this agreement, but only after the parties have made every reasonable effort to reach agreement by mutual consent, and which results in legal proceedings, each party irrevocably agrees that this Agreement and all matters arising from it shall be governed by the laws of the jurisdiction in which the defendant is incorporated or domiciled, whose courts shall have exclusive jurisdiction over such disputes arising in connection with this Agreement.

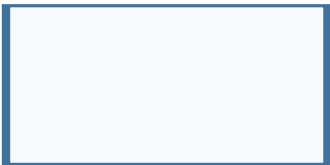
Agreed and accepted,

Mr. Valentí Oviedo Cornejo
General Director

Rachel Chanoff
Director

.....

The Presenter



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The Company

Please co-sign with initials at bottom of all pages

8/9/2024

Attachments:

- 1) Technical Rider
- 2) Production Schedule
- 3) Rooming list