

Performing and presenting

Checklist

A work on tour? Make clear arrangements in advance. This creates the best conditions for the audience, the artist and his or her team, as well as the venue. This checklist will ensure that nothing is overlooked. Treated are:

1. Buy-out amount, costs and payment conditions
2. Team and hospitality
3. Location, technical and production elements
4. Work schedule
5. Audience, communication and distribution
6. Written agreement
7. Force majeure and breach of contract

1 Buy-out amount, costs and payment conditions

Artists, performers, dancers, technicians ... in short: all employees must be paid for their work. The employees of the presenting organisation as well as those of the producing organisation are entitled to proper compensation.

Important to remember: the Flemish government obliges the organisations it subsidises to pay their employees according to the applicable CLA, in this case the [Performing Arts-Music CLA](#). This also applies to those with self-employed status.

1.1 Elements of negotiating buy-out amount

There are many factors to consider when negotiating the buy-out amount. One important element is '**covering the costs**' of the buy-out amount. Must the buy-out amount fully cover the costs associated with creating and performing the production, or are there other sources of funding such as operating subsidies, project subsidies, coproductions or the company's own resources? For some producers, the buy-out amount is the only way to finance both the production and presentation costs.

The totality of a producer's income must ensure that at least all employees, including the artist, are **correctly remunerated**. The size and composition of the buy-out amount plays a crucial role in this.

These elements must be taken into account when negotiating the buy-out amount:

- ✓ Is the presenting organisation a co-producer or partner?
- ✓ Is it a long-term partnership?
- ✓ How much preparation time is required?
- ✓ Setting up and dismantling:
 - Is a set-up day necessary? Or multiple set-up days?
 - Is extra time/an extra day needed for dismantling or is that possible immediately after the performance?
 - Who is responsible for (which aspect of) the set-up and dismantling? How many employees of the venue and of the producing organisation must be involved in setting up and dismantling?
- ✓ Is rehearsal time required at the venue? If so, when is this possible and what support is needed?
- ✓ What other costs are there in addition to the buy-out amount? Think of copyrights, travel, transport and accommodation costs of employees, transport costs for decor, allowances for equipment/material, per diems, ... Sometimes these costs are included in the buy-out amount, sometimes they are mentioned separately in the agreement and are in addition to the buy-out amount (*see also Point 2 - Team and hospitality*).
- ✓ Does special equipment need to be rented or purchased for the production? Should these expenses be included in the buy-out amount or is this an additional cost that the venue covers?
- ✓ Specific for on-site performances: who is responsible for what? Consider, for example, unforeseen costs associated with the location.
- ✓ Shipping and transport:
 - Do musical instruments need to be taken on tour? If so, how will their transport take place and who is responsible for it? What needs to be done if an instrument has to be taken on the plane?
 - Is travel with your own means of transport still refunded if a collective means of transport is provided (van or bus)? If so, at what rate?
 - What happens if employees miss their flight/train/...?
- ✓ Is special insurance needed for the production? Who must take out this insurance and who will pay for it?
- ✓ Is the buy-out amount exclusive or inclusive of VAT?
- ✓ Does withholding tax for foreign artists apply? If so, how does it relate to the buy-out amount?

Tip: Use the [buy-out amount calculator](#) and the [wage budget calculator](#) as a guideline for budgeting the buy-out amount. And always be clear when communicating about the buy-out amount.

1.2 Payment terms

It is recommended that you make clear arrangements about the payment schedule for the agreed amount:

- ✓ Is it useful that an advance is paid?
- ✓ If so, when should it be paid?

2 Team and hospitality

On tour: i.e. living, eating and working in a different place than usual. Make clear arrangements about the implications this has. In this, remember to include the following:

- ✓ Is catering provided by the venue or are there per diems? Are the per diems given in cash to the team or are they paid out differently? And by whom are they paid?
- ✓ Is suitable accommodation provided? Can rooms be shared in the case of a tight budget?
- ✓ Are there team members with special needs (accessibility, allergies, ...)? Are these needs clearly formulated? Can the venue take this into account in its own building as well as in the accommodation facilities?
- ✓ Who is responsible for work permits and international documents such as visas, necessary tax documents (A1), etc.?

3 Location and technical and production elements

Clear arrangements about the technical and production needs of a performance are very important for a smooth collaboration. It is therefore best for both the artist (or the company) and the venue to discuss their needs and possibilities from the start of the negotiations, paying attention to the specificity of the location as well as the equipment and material required. Consider the following among others:

- ✓ Did the producing company prepare a technical datasheet? Such a datasheet makes it clear in advance what is needed to put on the production. It is recommended to include the technical datasheet as part of the contract and to have it signed by management as well as the technical director.
- ✓ Is special production support required?
- ✓ Does equipment or material need to be purchased? Can the venue provide this?
- ✓ What are the possibilities and limitations of the location?
- ✓ Is all the necessary technical equipment available? Make clear arrangements: (practical and financial) about who is responsible for possible additional equipment

or material. Are there any technical limitations (smoke, blackout, audience positioning, ...)? Discuss the safety aspects of the production, such as noise standards, in good time.

- ✓ What is the venue's audience capacity? Are there any restrictions on the audience's line of sight? Can all seats be sold or must seats be blocked (e.g. for technical equipment)?

4 Work schedule

Draw up a combined work schedule for both the company/artist and the venue. This should include the following elements:

- ✓ When will the venue's technical team be available?
- ✓ Should the company bring its own technicians and what are they responsible for?
- ✓ How much technical support can the venue provide?

5 Audience, communication and distribution

- ✓ Is there a maximum or minimum audience size for the production? Has this been clearly discussed?
- ✓ Do special audiences need be reached? Whose responsibility is that? How will that be handled?
- ✓ What are the arrangements about communication material? What is needed (photos, videos, texts ...)? Will additional material be created in the context of the presentation? Who is responsible for this?
- ✓ Is the venue able to invest in inviting professionals and contacting its own network? Will the professional audience list be shared with the artist afterwards?
- ✓ Who contacts the press? What are arrangements concerning taking photos and making recordings?
- ✓ Are free tickets available, for whom, and how many?
- ✓ Is it a premiere? Are additional activities being organised (after-talk, interviews, workshops, reception ...)?
- ✓ Is the premiere, the performance or the concert exclusive? And how is that exclusivity delineated (in time, geographically ...)

6 Written agreement

We recommend that you include all the above elements in a written agreement. In the case of misunderstandings or if a party does not respect the arrangements made, the written and signed agreement offers something to hold on to. In this way, each party (the artist or company, the producer, the sales office, the venue ...) can refer back to the agreement and

point out to the other party his or her responsibility. A good agreement results from good negotiations, in which both parties discuss their expectations and wishes as equals, and do not shy away from details. This increases the likelihood of a constructive, long-term collaboration, and reduces the risk of unclear or unfair practices and dissatisfaction. See also our [negotiation manual](#).

Be sure to consider the following when drawing up a written agreement:

- ✓ Does the agreement take sufficient account of the specificity of the performance and the venue?
- ✓ Is the technical datasheet included in the agreement?
- ✓ Between which official parties is the agreement concluded? Has the artist produced his or her own work or is a producing partner involved in the negotiation? Or is there a different organisation that handles administrative and production issues (alternative management agency, workplace, grant recipient)?

7 Force majeure and breach of contract

Determine together what happens in the case of force majeure and breach of contract, and stipulate this in the contract. The force majeure and breach of contract clauses in [our model contracts](#) are a good starting point.