The undersigned:

1. **……………………………………………………………………** (name and legal form)   
domicile:   
OR   
whose registered office is in …………………………………………………   
registered in the Crossroads Bank for Enterprises under the number ………………………..   
represented in this matter by Mr./Ms. ………………………… ………………………… (position),   
hereinafter referred to as **“the Producer”**;

and

2. **……………………………………………………………………** (name and legal form)   
domicile:   
OR   
whose registered office is in …………………………………………………   
registered in the Crossroads Bank for Enterprises under the number ………………………..   
represented in this matter by Mr./Ms. …………………………………………………… (position),   
hereinafter referred to as **“the Co-Producer”**;

declare to have agreed as follows:

# Subject of the agreement

1. The Co-Producer undertakes to make the contribution specified below for the realization by the Producer of the following Production (hereinafter “*the Production*”): ………… *(description of content)*

with the   
Artist(s):…..  
(Working) title:…..  
*Possibly* Curator:……….

2. The creation process will take place in the period from ….. until …. at the following location(s)…………

3. The Production must be delivered by ……………… and will then be shown to the public.

**Co-Producer’s contribution to the Production**

4. The Co-Producer undertakes to make a financial contribution amounting to …………………. to be paid to the Producer in order to finance the production costs.

5. In addition, the Co-Producer undertakes to make the following production contribution to the Producer: *(delete as appropriate)*

- the Co-Producer provides the following infrastructure free of charge:

• studio of minimum XX m by XX m in the period from…. until…..;

• the following technical equipment:……….

• the following presentation space in the period from….. until……..

- the Co-Producer makes the following services available for the Production:

• the following technical services:….

The Co-Producer is the employer of the technical personnel that he makes available for the realization and/or presentation of the Production. He ensures that they are insured against work-related accidents and their civil liability, unless these people are freelance and are themselves insured against these risks.

• mediation with his partners and contacts to obtain presentation opportunities for the Production.

• support in terms of communication and PR with regard to the Production.

• guidance and support on business matters in the creation of the Production.

• the Co-Producer makes the following materials available:…………

**Production budget**

5. The Producer and the Co-Producer agree that the total budget for the Production is min. ….. euros. The total production budget which states the contributions of the Producer and the Co-Producer is attached to this agreement as Annex 1. The Co-Producer’s contribution is …. percent of the total production budget.

6. The Producer is responsible for obtaining the total budget for the Production. He is responsible for applying to third parties for subsidies and/or contributions. If he has applied for a subsidy, he is responsible for accountability and reporting to the subsidy provider.

7. The Co-Producer pays the financial contribution within …… days after receiving the payment request from the Producer.

8. The Producer bears the financial responsibility for the Production. The Co-Producer only undertakes to make the aforementioned contribution(s) to the Production. He cannot be held liable for any more than said contribution.

**Obligations of the Producer**

9. The Producer is responsible for the realization and presentation of the Production according to the arrangements made.

10. The Producer is the employer of the Artist and the technical personnel who, if applicable, cooperate in the realization and/or presentation of the Production. He thus guarantees that these people are legally allowed to work in Belgium and is responsible for compliance with the social and fiscal obligations arising from their employment. This implies that he complies with the applicable collective labor agreements.

If the Producer makes use of freelance artistic and technical employees, he will pay them at least as much as is due in wages to an employee for the same services.

He also ensures that they are insured against work-related accidents and their civil liability, unless these people are freelance and are themselves insured against these risks.

The Producer undertakes to spend a minimum of ... % of the Production Budget on the fee for the services of the Artist(s).

11. The Producer undertakes to create a catalog/……….. and to make it available at the presentation spaces free of charge/for a fee *(price may also be agreed upon if necessary).*

*Agree on any conditions regarding the publication: minimum copies, quality, …*

**Presentation spaces**

12. The Producer undertakes to present the Production at the following location…….   
in the following period……………………..

13. The Co-Producer undertakes to present the Production at the following location…….   
in the following period……………………..

14. The person who organizes the exhibition/presentation is responsible for the assembly of the exhibition/presentation and any costs that this entails.

15. The income from any ticket sales for the exhibition/presentation goes to the person who organizes the exhibition/presentation.

16. The Producer is subsequently free to present the Production in other places at his own discretion.

**Publicity**

17. The Producer takes care of the publicity material for the Production. He will therein mention the Co-Producer as follows: …………

The Producer provides the Co-Producer with sufficient publicity material for the Production and at least ….. (*specify the quantity if necessary)*.

The Co-Producer may distribute this publicity material free of charge and communicate it to the public via all possible means of communication (radio, TV, internet, etc.)  
for a period of …. (*to be specified, e.g. ... years / indefinite* period)  
for the following territory…….. (*to be specified, e.g. Belgium / Europe / worldwide*).

*Optional:*The parties will jointly draw up a promotion plan for the Production, taking into account their usual promotion channels.

If the Co-Producer also undertakes to present the Production, he also undertakes to ensure promotion of the exhibition/presentation at his expense.

The Co-Producer will provide the Producer with a duplicate of all promotional publications that he creates. In all his promotional publications, the credit list provided by the Producer must be stated.

The Producer gives the Co-Producer authorization to reproduce elements of the Production for these promotional purposes free of charge   
on all possible media and to publish them on flyers, posters, brochures, etc. and to distribute them and publicly communicate them via all possible means of communication (radio, TV, internet, etc.)   
for a period of…. (*to be specified, e.g. .…. years / indefinite* period)   
for the following territory…….. (*to be specified, e.g. Belgium / Europe / worldwide*).

18. Each of the parties will provide the necessary authorizations so that the promotional material created by him can be distributed and publicly communicated as described above.

**Ownership of the Production**

19. The Production remains the property of the Artist(s). However, if the work is sold by the Artist(s) to a third party within .................................................... after the end of the presentation (*specify period or state specific date*), the production budget *(or specific amount or percent)* must be repaid to the Producer, nonetheless without the repayment exceeding ..........% of the sale price/of the Artist’s share in the sale price (*in case of sale via gallery*), excluding VAT.

The Producer guarantees that he will include this obligation towards the Artist in the agreement with the Artist.

The Producer then pays the Co-Producer the share of his contribution to the total production budget.

*Parties may also potentially stipulate a pre-emptive right.*

*Or*

The Production is the property of the Producer.

**Force majeure**

20. In the event of force majeure, the agreement will be either curtailed or its execution suspended or terminated, depending on the event, without either party being able to assert a right to compensation.   
  
*Optional:* The following, among other things, are considered to be force majeure: illness of the Artist, subject to provision of medical evidence…..

If termination of the agreement is enacted due to force majeure, the parties will decide as follows about the expenses already incurred/the advance already paid to the Artist:……..

# Unilateral termination due to non-performance

21. If one of the parties fails to fulfill its obligations under this agreement, the injured party may send a written notice of default, by registered letter, in which the other party is required to execute the agreement properly. In the absence of proper execution within …… days after sending the notice of default, the injured party may regard this agreement as automatically dissolved at the expense of the other party, without prejudice to any other claim that the injured party would have.

# Miscellanea

22. Any amendments to this agreement must be made in writing.

23.The present agreement is subject to Belgian law. All disputes concerning the origin, execution and interpretation of this agreement fall under the exclusive jurisdiction of the courts of ……………………………………

\*\*\*

This agreement was drawn up in ...... copies, of which each of the signatories has received one, including the annex; as confirmation of which they have initialed each previous page of this agreement and subsequently signed

in ...............................................................,

on ...............................................................:

for :  
  
  
  
  


for :  
  
  
  
  
