AGREEMENT

Between:

represented by NAME, POSITION, hereinafter referred to as: **the company**

and **x**

**VAT number**

represented by **NAME** in the capacity of POSITION, hereinafter referred to as:

**the organiser**

the following is agreed:

**ART. 1 – General**

The company and the organiser undertake to present the production **X** by **X**. If one party cannot fulfil its obligations and believes that this is due to the negligence of another party, it will inform both other parties simultaneously and in writing. If the party concerned fails to do so, it is deemed to be able to fulfil its obligations.

Set-up schedule, rehearsals and performance days for the production are drawn up in consultation between all parties, in particular:

**Location: X + mention of AUDITORIUM**

**Set-up x/x/xxxx hh:mm – hh:mm**

 **x/x/xxxx hh:mm – hh:mm**

**Performance: x/x/xxxx hh:mm – hh:mm**

Credits: **XXX**

**ART. 2 – Financial terms and conditions**

The organiser pays the company a buy-out amount of X EUR excluding copyrights, excluding VAT, and excluding accommodation and transport costs (see Annex 1). Payment will be made after receipt of an invoice.

**ART 3 – Copyrights**

The organiser pays for the copyrights collected by SABAM/or others.

**ART 4 – Promotion**

The promotion is handled by the different parties in mutual consultation. The organiser guarantees the appropriate promotion for the respective production. All taxes and expenses associated with this are for the expense of the organiser. The organiser will use the texts, photos and promotional material made available by the company to promote the production.

**ART 5 – Free tickets**

The company is entitled to 10 free tickets per performance. A list of names will be submitted, preferably 1 day before the performance. If there are still seats available, additional guest tickets may be requested at a reduced rate.

**ART 6 – Obligations of the company**

* The company declares to make available the necessary employees (technical, artistic, administrative,...) to present the production.
* Final artistic responsibility for the production rests entirely with the company.
* The company provides the necessary decor, costumes and accessories; these must comply with current safety standards.
* The company is responsible for any social security and tax charges and insurance to be paid for the employment of the artists and personnel of the company.

**ART 7 – Obligations of the organiser**

* The organiser will provide for the installation at the venue such that the production can be presented to the audience in the best possible conditions.
* The organiser declares to make available the employees necessary to present the production.
* On the days of performances and rehearsals, the organiser will not plan any other performance or activity in the same auditorium without prior permission from the company. If other activities are scheduled at the same venue, they must under no circumstances and in no way disturb this production.
* The organiser will inform the company about any planned television or radio recordings. Recordings are only possible with the permission of the company.
* The organiser will make changing rooms available to the company that are sufficiently spacious, equipped and lockable. Toilets and showers with hot and cold water are located in the immediate vicinity of the changing rooms. Soft drinks are provided in the changing rooms.
* The organiser provides catering on the following days:

**x/x: x persons**

 **x/x: x persons**

#### ART 8 – Technical infrastructure and logistics

The organiser in consultation will provide technical and logistical support during the set-up and rehearsal, and agrees to the technical requirements as described in the technical datasheet in Annex 2.

Technical infrastructure contact details organiser: **x**

Technical infrastructure contact details company: **x**

**ART 9 – Impediment - force majeure - cancellation**

If the performance cannot take place as a result of any government order or as a result of another type of force majeure on the part of the organiser, or as a result of illness or accident of one or more irreplaceable members of the cast of the artist or of another type of force majeure on the part of the artist, this agreement will be considered terminated, subject to the provisions of the third *and fourth\** paragraph of this article.

\**Delete if no use is made of third paragraph option.*

In the event of illness or accident of one or more irreplaceable members of the artist’s cast or in the event of other unforeseen circumstances (of whatever nature) that could result in the performance not being able to take place or not taking place on time, the artist will immediately inform the organiser thereof. In the event of illness or accident on the part of one or more members of the artist’s cast that results in the performance not being able to take place, a medical certificate will be submitted to the organiser stating this, otherwise the artist may not invoke force majeure.

*OPTIONAL: If the performance cannot take place due to any government order or due to any other case of force majeure on the part of the organiser, the organiser will pay damage compensation to the artist corresponding to 30% of the fee.*

If, in case of force majeure, this agreement cannot be performed, the parties will also seek a new date or an alternative solution in mutual consultation and in good faith. This is a best efforts obligation, not an obligation of result. *In the event of force majeure, neither party can demand compensation other than that which is referred to in the third paragraph of this article\*.*

*\*delete if no third paragraph.*

The lack of the necessary permits and/or authorisations on the part of the organiser for organising the production will not be regarded as force majeure.

*[For cases of force majeure related to corona, you can use the force majeure clause* [*prescribed by Cultuurloket*](https://www.cultuurloket.be/sites/default/files/2020-06/Model%20overmachtsclausule%20corona.pdf)*]*

Drawn up at …….. on x, in duplicate.

Read and approved Read and approved

for the organiser for the company,