

PERFORMANCE AGREEMENT

Assignment of the right to perform a show (French "contrat de cession") · Free template · Octoshow Prod · prod.octoshow.fr

Grey passages are drafting tips: delete them before sending. Fill in the dotted lines.

BETWEEN

Company name:

Address:

Registration number (SIRET or equivalent):

Live performance entrepreneur licence number:

VAT number:

Email:

Represented by: acting as:

hereinafter referred to as "THE PRODUCER", on the one hand,

AND

Company name:

Address:

Phone and email:

Registration number:

Live performance entrepreneur licence number (if applicable):

VAT number:

Represented by: acting as:

hereinafter referred to as "THE PROMOTER", on the other hand.

PREAMBLE

This agreement concerns the following show:

Title:

Author(s):

Director or choreographer:

Cast:

Running time:

THE PRODUCER has engaged the artists and technicians needed to present the show and is their employer.

THE PRODUCER holds the performance rights to the show.

THE PRODUCER certifies that, at the end of the performances covered by this agreement, the show will have been performed fewer than 141 times.

In France, this certificate allows the promoter, under certain conditions, to apply the 2.10% VAT rate to ticket sales. Delete it for performances outside France, or if the show has already been performed more than 140 times.

THE PROMOTER has the use of the following venue, whose technical features THE PRODUCER acknowledges:

Venue:

Address:

Capacity: seats

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 – PURPOSE

THE PRODUCER grants THE PROMOTER the right to present the show described in the preamble for performance(s), on the following dates and times:

- on at
- on at

THE PROMOTER shall do everything necessary for the performances to run smoothly.

ARTICLE 2 – PRODUCER'S OBLIGATIONS

THE PRODUCER shall provide the show fully staged: sets, costumes, props and, in general, everything needed for the performance, including their transport to and from the venue and any customs formalities. THE PRODUCER certifies that its sets and costumes comply with applicable safety regulations.

As employer, THE PRODUCER shall pay the artistic and technical team of the show, including social security contributions and taxes. THE PRODUCER shall bear any neighbouring rights (recorded music, projected images).

ARTICLE 3 – PROMOTER'S OBLIGATIONS

THE PROMOTER shall provide the venue in full working order from at (arrival of the technical crew), with the technical staff needed for set-up, rehearsals, performances and get-out, as described in the attached technical rider. THE PROMOTER shall pay this staff and the related charges.

THE PROMOTER shall be responsible for front of house, ticketing, safety and promotion. Promotional materials shall follow the documentation supplied by THE PRODUCER and include the following production credits:

.....

THE PROMOTER shall pay the authors' rights due for the performances to the relevant collecting societies, as well as any tax on performances or ticket sales that applies where the show is performed.

THE PROMOTER shall provide THE PRODUCER with complimentary tickets per performance.

Any audio or video recording of the show requires THE PRODUCER's prior written consent.

ARTICLE 4 – FEE

In return, THE PROMOTER shall pay THE PRODUCER the following amounts:

Performance fee: € excl. VAT

Travel (team and set): € excl. VAT

Meals and accommodation (per diems): € excl. VAT

Total excluding VAT: € excl. VAT

VAT at %: €

Total including VAT: €

For a promoter established in another EU country and registered for VAT, the invoice is issued without VAT and marked "Reverse charge", with both parties' VAT numbers: the promoter accounts for the VAT in its own country. Outside the EU, check local taxes and any withholding tax on artists' fees.

If THE PROMOTER directly provides hospitality to the team, it shall provide:

- accommodation for people, night(s) of ;
- the following meals: ;

– local transport:

ARTICLE 5 – PAYMENT

THE PROMOTER shall pay by bank transfer, upon receipt of an invoice, no later than days after the last performance. All bank charges, including those of intermediary banks, shall be borne by THE PROMOTER, so that THE PRODUCER receives the full amount.

ARTICLE 6 – TECHNICAL RIDER

The technical rider and the schedule for set-up, rehearsals and get-out are attached to this agreement and form an integral part of it.

ARTICLE 7 – INSURANCE

THE PRODUCER shall insure its staff and all its equipment against all risks, including during transport.

THE PROMOTER declares that it has taken out the insurance needed to cover the risks of the performances at its venue. THE PROMOTER is liable for damage caused to third parties by its equipment or staff, but not for damage caused by THE PRODUCER's equipment or staff.

ARTICLE 8 – CANCELLATION AND FORCE MAJEURE

In the event of force majeure, meaning an event beyond the parties' control, which could not reasonably be foreseen when this agreement was signed and whose effects cannot be avoided, this agreement is suspended or terminated without compensation. The party affected shall notify the other without delay. The parties may agree on a new date.

Except in cases of force majeure, a party that cancels or fails to perform this agreement shall pay the other party compensation equal to the costs actually incurred by the latter, within days.

ARTICLE 9 – TERMINATION

Any breach by either party of its obligations, in particular the lack or withdrawal of the performance rights on the date of the performance, shall result in the automatic termination of this agreement.

ARTICLE 10 – DISPUTES AND GOVERNING LAW

The parties shall first seek an amicable solution to any dispute concerning the performance or interpretation of this agreement. Failing that, the dispute shall be brought before the competent court. This agreement is governed by French law.

With a foreign promoter, you may choose another governing law and designate a court: state both explicitly.

ARTICLE 11 – ENTRY INTO FORCE AND APPENDICES

This agreement comes into force when signed by both parties. Appendices: technical rider and schedule.

Done at, on, in two original copies.

For an electronic signature, replace this line with: "Signed electronically by the parties, on the date of the last signature."

For THE PRODUCER

Name and position of signatory:

Signature:

For THE PROMOTER

Name and position of signatory:

Signature and stamp: