**AGREEMENT**

*Ce contrat est un modèle qu'il convient d'adapter à chaque situation.*

*Dans ce modèle, les 2 cocontractants sont établis dans l'Union européenne, avec un producteur français. En cas de contrat conclu avec un partenaire hors Union européenne, il conviendra notamment d'être vigilant sur les éventuels titres de travail et de séjour à obtenir.*

**BETWEEN**

**(Name of the Producer)**

Located XXXX

XXXX Paris – France,

Represented by XXXXXX

(hereafter referred to as the « Producer »),

And

**(Name of the Promoter)**

Located XXXXX

XXXXX London – United Kingdom

Represented by XXXXXX

 (hereafter referred to as the « Promoter »)

The Producer and the Promoter are hereafter jointly referred to as the “Parties”;

**PREAMBLE:**

The Producer is the producer of the show entitled "XXXXX" (hereafter referred to as the « Show »). The Promoter wishes to organize a performance of the Show in (Town), (Country) (venue : XXX) on the (date(s) of performance(s)).

**IT IS HEREBY DECLARED THAT:**

**Article 1. Object of the contract**

The Producer undertakes to give (number of performance) of the Show at the following conditions (hereafter referred to as the « Performance ») :

1. Director : (name) (possibly : main artist(s))
2. Performance(s) date(s) :
3. Venue :
4. Venue information:
	* capacity :
	* ticket price :
5. Show length : minutes/hours

**Article 2. Producer’s obligations**

It is agreed by both Parties that the Producer will be the employer of the artists and its possible technicians (i.e one sound engineer and one light engineer). Therefore, the Producer will be in charge of the payment of all sums (including but not limited to salary, charges, taxes) due to the artist and his technicians involved in the Performance.

**Article 3. Promoter’s obligations**

**3.1** The Promoter will be responsible for the entire organization of the Performance and the conclusion of all the agreements which are required for the organization of the Performance, except for the ones concerning the artists and his technicians as abovementionned in article 3.

**3.2** The Promoter will especially have to respect the following obligations :

- the Promoter guarantees that he will be in charge of the payment of all sums (including but not limited to salary, charges, taxes) due to any persons hired for the organization of the Performance, except for the sums mentionned in article 2 ;

- the Promoter guarantees the Producer that he will obtain all the administrative authorizations which are required to organize the Performance ;

- the Promoter guarantees that he will provide the artists with the standard technical requirements as listed in the appended rider (see addendum 2) ;

- the Promoter guarantees at any times the security to ensure the safety of the artists, as well as any person working for the organization of the Performance and all equipment ;

- also the Promoter warrants at any time the security to ensure the safety of the audience and warrants that the venue complies with the security norms ;

- the Promoter hereby warrants that he has taken out adequate insurances covering any damages which could occur in connection with the Performance. In the event of the Promoter having failed to take out such adequate insurances, the Promoter shall be liable for any such damages and claims arising related to such damages.

**3.3** The Promoter will have to pay any rights regarding copyright.

**3.4.** The Promoter will have to make the venue available to the Producer during all the required rehearsals. Besides, the Promoter agrees to provide the Producer with all the venue’s specifications no later than(XXX) days prior to the Performance

**Article 4. Financial conditions**

**4.1** As a consideration for fulfilment of its obligations by the Producer, the Promoter will pay to the Producer the amount of (XXXX) euros net of all applicable witholding taxes, and of all other applicable deductions regarding intellectual property rights, etc.

**4.2** It is agreed by both parties that the payment shall be net of all bank charges and shall be transfered on the following account.

Account Name :

Account Number :

Bank :

SWIFT :

IBAN :

**4.3.** The total amount agreed will be paid as follow.

- 50% (XXXX euros) payable in Euros upon signature of the present agreement (i.e : at the date which is mentionned on the last page of this agreement) by means of wire transfer.

- 50% (XXXX euros€) payable in Euros to the Promoter or the artists’ representative by wire transfer seven days before the date of the Performance.

The Promoter agrees that it is a substantial term of the present contract, and acknowledges that, in case of non-payment of the second part of the amount before the Performance, the artists reserve the right not to perform.

**4.3** The Producer will provide the Promoter with the proper invoices - to be sent before the date of the Performance - to be invoiced to:

**(Name of The Promoter)**

Adress :

VAT number :

**Article 5. Accommodation and transportation**

**5.1** The Promoter will provide the artists with hotel accommodation (minimum X stars) for X persons (i.e X twins rooms and X single rooms) in the city of XXX, close to the venue.

**5.2** It is agreed and understood that the Promoter will provide and pay for all catering required by the Producer, as precised in the appended rider.

**5.3** The Promoter will have to book, with the prior and written approval of the Producer, and pay for the artists the travel to (name of the town) for X persons, as well as for all internal transportation (airport - venue - hotel). Where any flight ticket is booked without the prior written approval of the Producer, the Promoter will be liable for all costs incurred due to any flight having to be cancelled, changed or re-booked.

The Promoter will also support excess, overweight and oversized baggage charges.

**5.3** All details and requirements regarding accomodation and transportation will be precisely mentionned in the appender rider which will be submitted to the Promoter later.

**Article 6. Cancellation**

**6.1** Except for cancellation resulting from the Producer’s material failure, in any event of this Performance being cancelled by the Promoter, the Promoter shall pay 100% of the agreed amount mentionned in the article 5.1 of this agreement. The Promoter will also have to pay back any expenses incurred by the Producer related to the Performance.

**6.2** The Producer reserves the right to decline to perform in the event of any reason beyond the control of the Producer including, but not limited to detention resulting from inability to obtain reasonable modes of transportation, strike, lock out, war, fire, serious or dangerous weather conditions, national calamity, Order of the Local and/or National Government or Local licensing or Health Authority, actual or threatened riots or civil disorder or any other reason. In any such event, neither party hereto shall be entitled to make any claim against the other party for non-fulfilment of any outstanding obligations yet to be performed on the part of such other party. If one of these events occurs, the Promoter will still have to pay the amount due to the Producer.

**Article 7. Radio, television, photography and new media recording**

The Promoter shall ensure that no recording of any description or for any purpose shall be made of the Performance. It is expressly understood that in the event that the Promoter or a third party wish to record any part of the Performance in any audio, visual or audio-visual media whatsoever then such must be with the prior written approval of The Producer.

**Article 8. Miscellaneous**

**8.1** ThePromoter and the Producer (« Indemnifying Party », as applicable) shall each defend, indemnify and hold the other and the other’s affiliates and representatives (the « indemnitees ») from any third party claim(s), losses, damages and expenses (collectively, « claims ») arising out of or related to (a) the negligence of willful misconduct of Indemnifying Party and/or such Indemnifying Party’s affiliates, employees and representatives, or (b) a breach of any of two Indemnifying Party’s obligations hereunder ; provided however, the Indemnifying Party shall have no such obligation in connection with Claims to the extent they (x) arise out of any such indemnitees’ breach of any of its obligations under this Agreement, or (y) the negligence or willful misconduct of any such indemnitees.

**8.2** The attached rider is hereby made an integral part of this contract. This agreement and the attached rider constitute the complete and entire understanding of the parties.

**Article 9. Applicable legislation and relevant jurisdiction**

This agreement shall be governed by (country)\* law. In the event of any doubt or dispute over the interpretation of fulfilment of the present contract the parties will abide by the jurisdiction of the Courts and Judges of the City of (town).

\* le choix de la loi applicable au contrat dépend de la volonté des parties

Made in 2 (two) originals copies

In XXX, on (Date)

Accepted and Agreed : Accepted and Agreed :

Promoter Producer

**RIDER**

RIDER AGREEMENT

TECHNICAL RIDER & RIDER