

[HUOM! Tämä ei ole mallisopimus, vaan vain yksi fiktiivinen esimerkki kansainvälisestä vierailusopimuksesta, jota kukin soveltakoon omien tarpeidensa ja tapojensa mukaan. Monilla festivaaleilla ja kansainvälistä vierailutoimintaa pyörittävillä näyttämöillä on olemassa omat sopimuspohjansa, jolloin tämä esimerkki toimikoon teatterin omana muistilappuna ja tarkistuslistana. Tärkeintä on yhteisymmärrys.]

AGREEMENT/CONTRACT

BETWEEN FESTIVAL XYZ HAMBURG

[address, www, e-mail, name of the contact person]
hereunder named “**The Organizer/Presenter**”, on the one hand

AND X-TEATTERI

[address, www, e-mail, name of the contact person]
hereunder named “**The Producer/Visitor**”, on the other hand.

The Producer/Visitor is in the position to produce the following play:
“GUEST PERFORMANCE TITLE” (the “Play”), including the participation of such artists and other staff as may be necessary for the production. The Producer/Visitor has sorted out all the necessary permissions to show the Play abroad and agrees to bring the Play to Hamburg.

The Organizer/Presenter agrees to book and manage the venue of the performances, being:
[the address of the venue/stage]

THIS BEING STATED, THE FOLLOWING IS AGREED UPON:

§ 1. THE TIME AND PLACE OF THE PERFORMANCE

The performances will take place:

[date and time]

____.____.2013 at ____:____

____.____.2013 at ____:____

____.____.2013 at ____:____

§ 2. THE PRODUCER’S/VISITOR’S OBLIGATIONS

The Producer/Visitor agrees to provide the Organizer/Presenter with all necessary elements in advertising such as: photos, programmes and posters, synopsis of the performance and press reviews/clippings (preferably in English).

The Producer/Visitor agrees to take out all the necessary insurance for the members of his group as well as for his or her own liabilities, and provide a copy of the cover note on request.

§ 3. THE ORGANIZER’S/PRESENTER’S OBLIGATIONS

The Organizer/Presenter agrees to pay all expenses for administration, rents, rentals and marketing, as well as the expenses of the subtitles (translations and/or interpretation).

The Organizer/Presenter agrees to arrange the transport to and from the Hamburg airport and/or harbour to the guest performance venue, and to take care of all the equipment listed in the technical rider (a copy of which is attached). According to attached technical rider the Organizer/Presenter agrees to provide a stage manager / lighting technician / sound technician, to help the stage set-up and take down.

The Organizer/Presenter agrees to pay all the expenses of the arrangements set out in this § 3.

§ 4. TRAVELLING AND FREIGHT/CARGO EXPENSES

The Organizer/Presenter will reimburse reasonable travelling expenses on presentation of original receipts after arrival in Hamburg. Or: The Organizer/Presenter will buy all the flight tickets for the group according to the list provided by the Producer/Visitor.

If needed (not in Schengen region): The Organizer/Presenter will take care of the freight/cargo expenses and customs duties according to the list the Producer/Visitor has sent to the Organizer/Presenter before _____.2013. The Producer/Visitor will be responsible for all official customs documents for its freight/cargo and vehicles.

§ 5. ACCOMMODATION and PER-DIEMS

The Organizer/Presenter agrees to arrange provide suitable accommodation for the group of ____ members for the duration of the whole guest performance visit, ____.-____.2013.

The Organizer/Presenter will pay a daily rate/allowance (per-diem) of EUR ____ / group member / full working day in Hamburg. The per-diems will be paid in Euro to each member of the group personally signed on the day of arrival.

§ 6. THE FEE AND THE REVENUE FROM TICKET SALES

The Organizer/Presenter agrees to pay a performance fee to cover the Producer's/Visitor's expenses of the wages. Total sum of expenses EUR: _____. The Organizer/Presenter agrees to pay all the taxes on the total sum according to German law.

The revenue from ticket sales will be retained by the Organizer/Presenter.

Or: The box office will be shared between the parties: ____ % (XYZ) + ____ % (X).

§ 7. COPYRIGHT AND ROYALTIES

The Producer/Visitor confirms that it has all necessary licenses and permissions to show the Play in Hamburg. The Organizer/Presenter agrees to pay the royalties according to the contract the Producer/Visitor has made in its home country with the national authorities.

The Organizer/Presenter agrees to arrange and pay for all music royalties according to a list of parties involved (composer, writer, arranger, performer) provided by the Producer/Visitor. Both lists have to be agreed with the Organizer/Presenter prior to the departure as an attachment to this contract.

§ 8. THE SIGNATURES

This contract (with the obligatory attachments agreed above) has to be returned by _____.2012. There are two identical copies of this agreement, and it shall be governed and construed by German law. In the event of any dispute between the parties that cannot be resolved by amicable discussions, the place of any arbitration shall be Hamburg and the language shall be English.

Helsinki / Hamburg [date]

[name of the signatory]
Organizer/Presenter

[name of the signatory]
Producer/Visitor