



:: live art & technology ::

'C.A.P.E.'

I. AGREEMENT

This agreement consists of three parts:

I. The agreement

II. The general conditions

III. Annexes:

annex III.1: Schedule of C.a.p.e. sessions

annex III.2: Travel and accommodation schedule

annex III.3: Technical Rider

The agreement, the general conditions and the annexes are integral parts of this contract.

Agreement between

CREW vzw – Vandernootstraat 23 (boite 8), 1080 Brussels, Belgium, (the "company"), represented by **Hilde Teuchies**, General Director,

and

Košice - European Capital of Culture 2013, n.o. - Kukučínova 2, 040 01 Košice, Slovak republic, Company Number :35583461 VAT Number: SK2022737871 (the "organiser"), represented by Ing. Ján Sudzina, director

agree upon the following:

1 _ Presentation, dates and location

The company will present the production entitled **C.a.p.e.**, specified in the annex III. (the "performance") at **Košice 2013** on the following dates : **25, 26 of May 2013**.

The company arrives on Thursday May 23rd 2013 and leaves on Monday May 27th 2013. On Friday 24th 2013 the company will do the technical set up of the performance and train the local personal assistants.

The company will present 12 sessions of C.a.p.e daily, between (details see: Annex III.1)

The audience will have the option to choose between **C.a.p.e. Brussels, C.a.p.e. Tohoku and C.a.p.e KIT**

The performances will take place outdoors at Hlavna street 59 and, in case of bad weather, in an appropriate location inside, agreed upon by both partners. The organiser is responsible for the availability of the space, the presence of stagehand and/or technicians, as written in the technical rider of the company (annex III.3)

2_ Audience / participants

The performance is accessible for 3 persons per session. The organiser is responsible for reservations or on the spot registration.

The company will assist the organiser in the welcoming of audience-members during the sessions.

3 _ Financial agreements

The company will present the performance on behalf of the organiser under following financial conditions:

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1/ the organizer will pay an artistic fee of € 1600 (to be paid by the organiser, via bank transfer within ten days of receipt of the company's invoice with the relevant account number and banking details),

2/ the organizer will organise and pay the travel costs of **3 CREW members**: Hilde Teuchies, Vincent Jacobs and Chantalla Pleiter (details see annex III.3), in the maximum amount € 1.074,00 . The company will provide the organizer with the boarding passes.

3/ the organizer will pay the cost for transport of material € 1.098,00 (via bank transfer within ten days of receipt of the company's invoice with the relevant account number and banking details).

4 _ Other costs

4.1 Accommodation

The organiser will reserve and cover costs of standard, single rooms in hotel Double tree by Hilton, for all CREW personnel, as stipulated in Annex III.3 of this contract.

4.2 Per diems

The organizer will pay 30 € per person per day, cash upon arrival. For travel days 15 € is paid per person.

Chantalla Pleiter, Hilde Teuchies, Vincent Jacobs each receive (4 x 30 €) = 120 €

Total costs of per diems to be paid by organizer = 360 €

4.3 Personal assistants

The organiser provides 3 personal assistants, who will assist the company during the performances. Their presence is also requested during the training period on Friday May 24th 2013 and Saturday morning 25th 2013.

4.4 Authors rights

The authors' rights are included in the artistic fee.

5 _ Profits

All profits made from the performance; e.g. through box-office receipts, will go in full to the organiser.

6 _ Logistics

The company will provide a detailed account of all technical and logistic requirements of the performance by means of a technical rider (see Annex III.1). The organizer will respect this technical rider. No changes can be made without the explicit written agreement of the company. The organiser will provide all material necessary for the performance, as requested in the technical rider.

7 _ Employment protection and insurance

Both the organiser and the company declare to be covered by the necessary insurance agreements and commit themselves to provide when necessary, all relevant insurance papers before the start of the get-in.

The company declares to have signed employment and/or services contracts in its own name, with all contributors to the company: directors, designers, actors, technicians, musicians, et al....

The company will take good care of all material and equipment provided by the organiser and will return all in the same condition. If the company is to be blamed for damage to any of the material or equipment, the normal insurance franchise will be at their expense. In case of any unforeseen damages within reasons that are not covered by any of the organiser's customary and obligatory insurances, the organiser will cover all fees.

The organiser declares he will take appropriate measures in order to protect all devices, computers, audio-visual equipment and all other valuables used by the company against theft, damaging, fire, etc. Theft or damage caused to materials or equipment taken into custody by the organiser will be completely reimbursed at the expense of the organiser. Damage caused to company property

by the audience or by personnel assigned by the organiser during get-in, performance, get-out or transport, will be completely restored at the expense of the organiser.

8 _ Complimentary tickets

The organiser will grant a minimum of **4 complimentary** if requested by the company.

9 _ Termination

In case of cancellation of the performances, due to circumstances beyond its control, the company will invoice the organiser for all expenditures made for the execution of this contract, for which it can provide sufficient proof. Both parties will go to great length to minimize the damage.

In case the company does not perform for any other reason than circumstances beyond its control, the organiser will invoice the company for all expenditures made for the execution of this contract, for which he can provide sufficient proof. Both parties will go to great length in order to minimize the damage.

In case the organiser cannot provide an opportunity for the company to perform for any reason other than circumstances beyond its control and an alternative date cannot be decided upon by mutual agreement, the organiser remains obliged to settle the fee agreed upon in the contract.

10 _ External communication

In external communication, press releases, promotion materials, etc ... the performance has to be announced as follows:

C.a.p.e. by CREW_eric joris

Artistic direction: Eric Joris

For all images made available by CREW, copyrighted or author have to be explicitly mentioned.

11 _ Powers/Disputes

The agreement is subject to Belgian law.

Any dispute regarding the validity, interpretation or execution of this agreement will be dealt with through negotiation in order to reach an amicable settlement within a reasonable period.

Disputes which cannot be resolved by means of an amicable settlement will be entered in the court of law of Brussels.

Amendments and supplements to the contract can be made only in the form of a written supplement to the contract signed by both contracting parties.

Contracting parties declare that they showed their will freely, seriously, certainly and comprehensibly, they agree with the content of the contract after they read it and in witness thereof they sign it in their own hands.

Submitted in two copies, of which each party declares to have received one, on the day of May 23rd, 2013

For the company

CREW vzw



Hilde Iechies

For the organiser

Košice - European Capital of Culture 2013, n.o.



Ing. Ján Sudzina, director