

**KOSICE – White Night – 10.05.13****Agreement****BETWEEN****PRODUCER**

Kosice – European Capital of Culture 2013  
Represented by Ing. Ján Sudzina, director  
Registered seat: Kukučínova 2, 04001 Košice, Slovakia  
Hereinafter called "the producer"

**AND****Digital Art International,**

Co-producing Antonin Fourneau and his artwork Water Light Graffiti  
Represented by Anne-Cécile Worms, C.E.O.  
Registered seat: 61Bis Avenue de la Motte Picquet 75015 PARIS, France  
Postal address: chez CREATIS, 3BIS rue Papin, 75003 PARIS, France  
Hereinafter called "the participant"

**INTRODUCTION**

The producer is working on the edition of White Night 2013, 5 October 2013 in the public space of Kosice.

**Agreement****§ 1**

The participant is entrusted to realize a work with the name Water Light Graffiti during White Night in Kosice 2013. The work of art remains in public presence of 5 October 2013.

Water Light Graffiti is an artwork created by Antonin Fourneau, it's a wall made of LEDs which light up when touched by water. This artwork is mixing water and electricity but it's one-hundred percent safe for people.

**Presence****§ 2**

Thursday 3, Friday 4 October; the participant accepts the agreement and should deliver the work correctly installed on Friday 4 October. The time will be determined in consultation. If there are things that need to be adjusted, this can be done during the last day before the festival starts.

**Construction and deconstruction****§ 3**

The participant is responsible for all technical equipment and all tools for transport, construction and deconstruction including technical manpower in accordance with the producer and described in the submitted plan.

If the participant needs extra manpower or material he will notify the producer in

advance and will be at the cost of the submitted budget. This applies to both the construction and the deconstruction.

**§ 4**

All costs for travel, materials, fees etc. are all subscribed in the amount mentioned in paragraph § 11.

**Rights of ownership and copyright**

**§ 5**

The participant shall provide without cost information and images about his / her artistic career for the promotion of White Night.

**§ 6**

Producer and participant provide a clear way of communicate for website, brochures, etc.

**§ 7**

The participant has the right to create photos and videos, save and publish in non-commercial publications at no cost.

**§ 8**

The producer has the right to save and publish photos and videos to issue for White Night 2013, Kosice, at no cost. The participant receives the press documentation after the exhibition.

**Liability**

**§ 9**

Participants must strictly comply with the general safety rules, and all measures that are required to take. This applies to both personal safety and the safety of others.

**§ 10**

The producer is responsible for the insurance of the artwork and all engineering materials up to a value of 11,000.00euros once the description of the artwork and all insurance data are transferred in a written version to the producer. This should be sent by 1 October 2013.

In case this information is not provided to the producer, he cannot arrange an insurance for the work here due the risk of the producer expires.

**General**

**§ 11**

The participant receives, only for the rental artwork location, an amount of 6.000,00€. 50% after the contract is signed and 50% immediately after the event. The participant must send an invoice for the amount.

The producer is taking in charge all expenses (travel, hotel rooms, per diem for the event duration) for two people from Paris. These expenses are including eventual transports from train station or airport to event place. These expenses will be determinated between producer and participant before the event.

Producer will provide accomondation in Hotel bankov in Košice for two people - Antonin Fourneau and Jeremy Rentien.

**§ 12**

What will be provided by the producer:

- a special structure with metal stripes;
- small tools (brushes, sponges);

- all requirements specified into the Technical Rider sent and approved by the producer.

What will be provided by the participant:

- boards of LEDs;
- smalls tools for installation.

§ 13

The producer and participant irrevocably fall under the exclusive jurisdiction of the French court for the determination of disputes raised under and in connection to this contract.

Legal relations not expressly governed by this Agreement are governed by relevant provisions of generally binding acts of the Slovak Republic.

§ 14

This Agreement may be amended only by written instrument executed by both parties and which expressly states that it is meant to form an amendment to this Agreement.

§ 15

Clause: invalidity of individual provisions of this contract related to any reason whatsoever, the validity of the remaining provisions are not affected. The invalid provision will be replaced by a regulation that is as close as possible to the purpose of the contract and the interests of both parties.

§ 16

This Agreement shall come into force by the day of its signing by both Contracting Parties and it shall come into effect on the day following the day of the publication of the Contract on the Producer's website.

In duplicate agreed in Paris, 08.20.13

Date: 09.26.13

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Anne-Cécile WORMS  
Digital Art International