

Residence agreement – annotated model contract
also suitable for residences involving foreign contract partners

*The present Agreement is a model contract for contracts for residences customary in the performing arts sector in Germany. The annotations (in boxes) provide additional information, in particular regarding the conclusion of an agreement between partners from different countries: They are based on the example of an agreement drawn up in Germany between an **ensemble based in Germany** and a **co-producer based abroad**. Accordingly, annotations have been added, making note of what has to be considered and taken into account with regard to such a cross-border residence agreement.*

Disclaimer: The touring artists editorial team shall not be liable for the completeness of the model contract nor its suitability for use and shall not be responsible for ensuring that it duly reflects the interests of any specific user. It also assumes no liability for ensuring that the contractual content is up to date. touring artists wishes to expressly point out that model contracts can only act as a starting point for an optimal final draft in any specific case of use and generally cannot be adopted without review, but must rather be adapted to the individual requirements in each case. Model contracts are intended to be used for orientation and inspiration. Their use cannot replace expert legal advice under any circumstances.

Last updated: January 2019

Annotation: It is essential that the contract is concluded in a language that both parties can understand. If one of the parties insists on concluding a contract in a language that the other party cannot understand, a translation of the contract must be provided in a language that both parties understand. If such a translation is provided, the agreement must stipulate which version (language) is binding in order to have a legal means of dealing with translation errors, for example.

The following residence Agreement is hereby concluded between

Name:

Address:

Represented by:,

hereinafter referred to as ENSEMBLE,

and

Name:

Address:

Represented by:,

hereinafter referred to as CO-PRODUCER.

§ 1 Scope of the agreement

The residence that forms the object of the present Agreement is being organised in connection with the co-production pursuant to the contract dated

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Date of residence: from (date) to (date)
 Project name: (hereinafter referred to as "PRODUCTION")
 Location of the residence: (Room/rooms and address)

§ 2 Accommodation, travel expenses, and daily allowance

The CO-PRODUCER agrees to provide accommodation for the ENSEMBLE for a maximum of (number) ensemble members and to cover the cost of same. The ENSEMBLE will be staying in (apartments, a hotel – preferably single rooms or number of double rooms and single rooms – etc.).

The ENSEMBLE shall provide the CO-PRODUCER with a detailed list of the arrival and departure dates of its members at least one month before the start of the residence.

The ENSEMBLE shall be responsible for booking trips and flights as well as making travel preparations for its members. The CO-PRODUCER may assist in the organisation and booking processes if the ENSEMBLE provides the necessary information within two weeks of the date of signing the Agreement. In certain cases, the CO-PRODUCER may book train/plane tickets in consultation with the ENSEMBLE.

The CO-PRODUCER shall cover the travel expenses of the ENSEMBLE up to a maximum amount of.... euros (in words: euros), in addition to the accommodation costs.

In the case of travel by rental car, rental fees and fuel will be reimbursed. Travel/transport in a privately-owned vehicle or one owned by the ENSEMBLE will be reimbursed at a rate of 0.20 euros (+0.02 euros per additional passenger) per kilometre.

Note: If the residence takes place abroad, the mileage allowance will be calculated at the rates applicable in the respective country. Any applicable country-specific legal regulations must be taken into account.

The CO-PRODUCER shall pay the costs up to the aforementioned maximum amount by bank transfer to the following account no more than four weeks after submission of the original receipts:

Account holder:
 Bank:
 BIC (Swift Code):
 IBAN:

The receipts must be submitted to the CO-PRODUCER no later than four weeks after the end of the residence. If the receipts are not submitted on time, the ENSEMBLE shall bear the travel and transport costs.

The ENSEMBLE shall receive a daily allowance of euros (pursuant to the law on travel expenses applicable in the state of the CO-PRODUCER) per person/day during the stay in.... (location): The total amount shall be euros (.... number of days X ... euros daily allowance X ... number of ensemble members).

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Daily allowances shall be paid in cash on (date/day of arrival)/in two instalments on ... (date) and ... (date).

§ 3 Obligations of the ensemble

The ENSEMBLE shall produce the PRODUCTION at its own expense, including all fees, social security contributions and taxes for all ensemble members included in the residence, as well as any costs associated with the granting of all copyrights.

“Ausländersteuer” (“Foreigner tax” or withholding tax)

It is important to consider how the right of taxation is assigned between the ensemble's country of residence and the country in which the performance takes place (country of performance): the country that is allowed to tax the income depends on existing double taxation agreements as well as on the specific activity being performed. The following special regulation, which is the same almost worldwide, applies to performing artists: the country of performance may levy income tax on the fee – i.e. a tax known as “foreigner tax” (also: withholding tax or tax deduction at source) is payable. It is important to check in advance whether the fee for rehearsals during the residence, which is connected with a performance of the production, is also subject to foreigner tax. More information on withholding tax can be found [here](#) and [here](#).

Value-added tax

Information about value-added tax regulations and the options for exemption from value added tax can be found [here](#).

Social security contributions for artists (Künstlersozialabgabe or KSA)

Social security contributions must be paid for rehearsals taking place in Germany. If the residence takes place abroad, there is no obligation to pay social security contributions.

The ENSEMBLE shall be responsible for paying (international) health insurance and accident insurance coverage for all participants.

Social security systems are harmonised within the EU; however, an A1 certificate must be applied for and submitted in order to avoid double payment of contributions. Additional information about social security within the EU can be found on the touring artists website [here](#).

Information on insurance obligations beyond EU borders can be found [here](#) and information on international insurance cover can be found [here](#).

Information on accident insurance can be found [here](#).

The ENSEMBLE shall organise the trip for the ensemble members as well as the transport of props/sets for the PRODUCTION, if applicable.

Annotation: Additional agreements regarding training or internal workshops can be inserted at this point.

§ 4 Public rehearsal

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The ENSEMBLE agrees to perform (number) public rehearsal(s) of the PRODUCTION.
 The performance(s) shall take place on (date, time) in (location).
 The performance(s) shall be public/free of charge/for a maximum audience of ... persons. (+)
 The ENSEMBLE shall receive no/an additional remuneration of ... euros per performance and ensemble member. (+)
 The CO-PRODUCER/ENSEMBLE shall receive the proceeds of the ticket sales (+)

(+) delete where inapplicable

The ENSEMBLE shall submit a list of the music titles used for registration with the collecting society no later than the day of the first public rehearsal. The CO-PRODUCER shall be responsible for registering with the collecting society and for paying the corresponding fees.

§ 5 Obligations of the co-producer

The CO-PRODUCER shall make the agreed room(s) available for the residence in fully operational and good condition at his/her own expense.

The CO-PRODUCER shall make available and pay for the administrative staff, staff in the visitor area, staff at the box office, and security personnel necessary for a successful residence and rehearsal.

The CO-PRODUCER shall bear the costs of any necessary transport insurance.

The CO-PRODUCER shall ensure sufficient insurance coverage to cover risks to his/her property and any liability with regard to the public and staff for the entire residence period.

The CO-PRODUCER shall be responsible for marketing and advertising and agrees to inform the public of any public rehearsals via all relevant media.

§ 6 Promotion and advertising of the production

The ENSEMBLE shall provide the CO-PRODUCER with texts, content, and images that can be used as advertising material no later than ... (date).

The CO-PRODUCER shall be responsible for the promotion and advertising of the public rehearsal(s) of the PRODUCTION during the residence in (location). The ENSEMBLE shall provide at least three high-resolution images of the PRODUCTION, video trailers if available, and any informational material as soon as it is produced. The CO-PRODUCER may use the trailer links provided by the ENSEMBLE pertaining to the PRODUCTION and the ENSEMBLE.

The ENSEMBLE confirms that it has obtained the rights to the image material (photo and video) and that it will make the image material available to the CO-PRODUCER or the responsible press offices free of charge in connection with the public rehearsal(s) for the purposes of documentation, PR, advertising (in print, TV, radio, on the Internet, etc.) worldwide and for an unlimited period. Additional remuneration may have to be agreed on for other unforeseen uses, e.g. by television or radio stations or the press, that are not directly related to promoting the PRODUCTION.

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Use of the photographic material shall only be permitted provided that reference is made to the photographer/videographer. A separate agreement regarding the use of the advertising material must be concluded for any use beyond the immediate promotion of the PRODUCTION agreed upon here.

§ 7 Liability

In the event of delay, interruption or prevention of the residence or the fulfilment of either party's obligations under this Agreement due to force majeure, fire, flood, war, public disaster, strike or labour disputes, government orders, regulations or directives or any other cause beyond its control, that party shall not be liable to the other. If desired by both parties and practicable, the parties shall make such other arrangements as are satisfactory to both parties in order to achieve the purpose and intent of this Agreement.

§ 8 Termination

In the event that either party fails to fulfil any of its respective obligations under this Agreement, the other party may terminate this Agreement immediately by notice to the other party and the party terminating this Agreement shall be released from all its obligations under this Agreement, without prejudice to its right to claim damages or other compensation to which it is entitled by law.

§ 9 Final provisions

Only this written Agreement shall be authoritative. Amendments and supplements must be made in writing. If one or more provisions should be invalid, the validity of the remainder of the Agreement shall remain unaffected. Any invalid provisions shall be replaced by legally valid ones that come as close as possible to the original version in content-related and economic terms.

In addition, the law of the Federal Republic of Germany shall apply; the place of jurisdictions shall be the place of residence of the ENSEMBLE.

If possible, the parties should agree on the law that the ensemble is familiar with – i.e. the law of its country of residence. This is also useful with regard to the jurisdiction clause, since it means that the law of the ensemble's country of residence can be applied in the event of a dispute.

... [city], ... [date]

... [city], ... [date]

on behalf of the CO-PRODUCER

on behalf of the ENSEMBLE

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