

AGREEMENT

N° 17 045

Between

Kunsthuis Opera Vlaanderen, Ballet Vlaanderen vzw, Van Ertbornstraat 8 - 2018 Antwerpen, represented by Aviel Cahn, Intendant, and Lena De Meerleer, General Manager, hereinafter called Opera Vlaanderen

and

Mr Darrel Maloney, represented by The Rolfe Company Inc. (Mickey Rolfe), 850 7th Avenue, Suite 705, New York, NY 10019, USA, hereinafter called the Artist,

IS AGREED AS FOLLOWS

Article 1

Opera Vlaanderen engages the Artist for the creation and realization of the **video projections** for the production **Sadko (N. Rimsky-Korsakov)**, directed by **Daniel Kramer** and co-produced by the **Slovak National Theatre (Bratislava)**. This will require the Artist's presence in Antwerp and/or Ghent and Bratislava from the first rehearsal where his/her presence is required up to and including the opening night.

Article 2

The Artist will be present at the Antwerp and/or Ghent opera house from **May 27th 2017** until **June 20th 2017** without interruption. The first performance be **June 20th 2017**. The Artististic Management agrees to the artists' absence between 6th and 11th of June.

The necessary presence in Bratislava (fall 2017) will be communicated at a later date.

Article 3

- a) Opera Vlaanderen will pay the Artist, upon presentation of an invoice ('Transfer of Rights'), a gross lump sum of the amount of **€12.000,-** VAT included, covering the creation and the rights of the the video design for Opera Vlaanderen as well as the Slovak National Theatre. The fee is payable as follows :
 - 25% upon signature of the contract;
 - 25% at the start of rehearsals;
 - 50% on the first work day after opening night.
- b) In the framework of this contract Opera Vlaanderen will cover the following travel costs: **one return flight USA - Brussels (economy / 2nd class) in agreement with the Artistic and Technical Management of Opera Vlaanderen.**
- c) In the framework of this contract, Opera Vlaanderen will arrange and pay the following lodging expenses, incurred by the Artist: **an apartment (lodging only, no extras; to be chosen by Opera Vlaanderen) for the rehearsal period in Antwerp/Ghent.**
- d) Travel and accommodation expenses for the presence in Bratislava will be covered directly by the Slovak National Theatre.



Article 4

Opera Vlaanderen is entitled to deduct an amount up to €495,- gross from the above mentioned fee for every time the Artist is absent without permission at important (technical) rehearsals.

Article 5

The technical manager of Opera Vlaanderen will inform the Artist of the technical operating conditions. The budget provided for the production is **€6.000,- maximum**. All made costs related to the video design and production will be reimbursed or directly paid to a third party on presentation of the original invoices only. In the first meeting between the manager of Opera Vlaanderen, the director, the technical manager and the Artist, the kind of models will be discussed. The deadline for manufacturing of the models will be determined by the technical management. The deadline will be fixed, on the one hand to prepare a technical plan of work for the workshops, on the other hand to be able to do a study of the files in time. The Artist will follow the director's instructions. The models will not be accepted before final agreement of the management. The Artist will be present during the set-up of the lighting and video equipment and will remain at the disposal of Opera Vlaanderen in case of problems of artistic nature like choice of material or light settings.

Article 6

The Artist recognizes the realized design to be the property of Opera Vlaanderen, including all rights generally relating to this production (especially the right of revival at Opera Vlaanderen itself, be it in Antwerp and/or the Gent Opera House). Opera Vlaanderen may freely use the designs. The Artist explicitly grants Opera Vlaanderen the right to modify the designs or to use them again. In case of modification of the designs, the Artist's name will be mentioned only at his/her request. The fee mentioned in article 3a) also comprises the rights in case of revival by Opera Vlaanderen.

Article 7

Opera Vlaanderen may rent the production to other theaters. In that case the other theatre, which has to draw up the contract, will pay the Artist an additional amount. It is to be stated that :

- the above mentioned additional amount is defined with respect to the rental of the production per theatre, regardless of the number of performances and/or seasons for which the production is rented by each theatre.
- The present article is not applicable while Opera Vlaanderen is on tour.

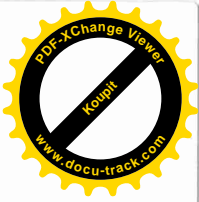
Article 8

Should the director and/or the management of Opera Vlaanderen judge that the Artist is not suited for the task for which he is engaged, Opera Vlaanderen may terminate the contract, subject to the payment of damages amounting to 50% of the total amount of the amount referred to in Article 3a).



OPERA
VLAANDEREN

MUNSTHUIS



Article 9

a) the right of recording

In addition to the preceding stipulations, the Opera Vlaanderen is entitled to make for its archives, by any method whatsoever, a sound and/or film recording of the performance(s) to which this contract relates, without the payment of compensation to the Association.

In order to execute the right of announcement to the audience and the announcement in a public place as described hereafter, the Opera Vlaanderen is entitled to make a sound and/or film recording by any means from the performances covered by this contract. In the framework of this contract the Opera Vlaanderen is entitled to reproduce those registrations. However those reproductions can only be used according to what has been stated in this contract.

b) the right of announcement to the audience

(i) live performances

Opera Vlaanderen has the exclusive right to announce in public the work of the artist in its own theatres and, after mutual agreement, as well on tour.

(ii) radio and television news

In addition to the preceding stipulations, the Opera Vlaanderen is entitled to make or have made, by any method whatsoever, sound and/or film recordings of the performance(s) to which this contract relates, for broadcast in radio and television news programmes, without the payment of compensation to the Association.

(iii) radio broadcasting

The Opera Vlaanderen is entitled to record or shoot a public performance to which this contract relates and to authorise a single - direct or relayed - broadcast of the complete or partial recording by the national radio stations and by the radio stations of all countries affiliated with the EBU, without this giving raise to any compensation. For all other radio broadcasts, a separate contract must be drawn up.

(iv) television broadcasting

Opera Vlaanderen is entitled to record or shoot a public performance to which this contract relates for its complete or partial television broadcast. In that case any possible remuneration will be negotiated.

(v) Announcement in a public place or in a cinema

The Opera Vlaanderen is entitled to record or shoot a public performance to which this contract relates and to authorize a - direct or relayed - broadcast whether or not in open air on one or more big screens (included cinemas) in Belgium. As long as the Opera Vlaanderen asks small admission fees (maximum 3 euro) to the audience no extra compensation or payment is due to the artist.

The Opera Vlaanderen is committed to:

- inform the Artist about the broadcasting on a big screen
- to provide the Artist with a copy of the video.

c) commercialization

Opera Vlaanderen is entitled to record or shoot a public performance to which this contract relates and bring out/have brought out on vision- and/or sound recording medium (CD, DVD, ...). In that case any possible remuneration will be negotiated.



Article 10

- a) Opera Vlaanderen will see to it that the Artist is mentioned under his usual name. The Artist agrees to provide Opera Vlaanderen with all elements necessary for its publicity (such as biographical information, press cuttings, photographs etc.) at the latest ten weeks before the first performance, and relieves Opera Vlaanderen of all responsibility in this matter.
- b) The Artist will, upon simple request, cooperate in all activities to promote this production.

Article 11

It is understood that Opera Vlaanderen is responsible for obtaining any rights that might be necessary for the use of content within the designs furnished by the Artist hereunder. The Artist's responsibility is limited to furnishing Opera Vlaanderen with the title of the images used, the source material from which it was drawn, and the last known copyright holder if known. Opera Vlaanderen may request substitutions if they wish or may not seek permissions, but in any event it is understood that the Artists is held harmless, as is customary, in this regard, and works on this basis solely.

Article 12

If force majeure, such as war, revolution, fire, floods, epidemics, national mourning, strikes, government enactments or if illness or accident of the Artist – certified by a qualified medical practitioner – makes it impossible for one of the parties to fulfill this agreement, the agreement shall be regarded as not concluded, and both parties shall be released from the obligations resulting from it ; nor will either party claim damages resulting there from.

Article 13

This contract is a self-employment agreement. The Artist agrees that he/she works as self-employed person and has to take care of his/her social security and taxation on his own.

Article 14

This contract does not cover any illness insurance, accident insurance or disability insurance for the Artist.

Article 15

The document "Guidelines for the artistic team" is part of the contract and is attached. The Artist declares to have received a copy of the guidelines and agrees to work accordingly.



Article 16

Only the courts of Antwerp, ruling according to Belgian law, are competent to pronounce on disputes regarding the present contract.

Done in Antwerp on **March 31st 2017** in duplicate, each party acknowledging that he/she has received a copy.

For the Opera Vlaanderen

the Artist

Aviel Cahn
Intendant

Darrel MALONEY

~~Lena De Meerleer~~
General Manager