



RENTAL AGREEMENT N° 32/03/23REQUIEM

BETWEEN:

L'ASSOCIATION POUR LE FESTIVAL INTERNATIONAL D'ART LYRIQUE D'AIX-EN-PROVENCE ET
L'ACADÉMIE EUROPÉENNE DE MUSIQUE

Palais de l'Ancien Archevêché, Aix en Provence, France

Registration (SIRET) No. 411 831 696 00017 – Activity (APE) code 9001 Z

Performing arts producer licence No.: PLATESV-R-2022-004461; PLATESV-R-2022-004462; PLATESV-R-2022-004464

VAT Number: FR86411831696

Represented by its, Executiv Director, Ms Stéphanie Deporcq

Hereinafter referred to as the **“Festival”**

AND:

FUNDACIÓ DEL GRAN TEATRE DEL LICEU

La Rambla, 51-59, 8002 Barcelona

Represented by its General Manager, Mr Valenti Oviedo

VAT Number: ES G-60754223

Hereinafter referred to as the **“Organizer”**

Each a **“Party”** and all together referred to hereinafter as the **“Parties”**.

RECITAL:

The purpose of the Association pour le Festival International d'Art Lyrique et l'Académie européenne de musique d'Aix-en-Provence is the creation and the dissemination of opera productions and the development of the Académie européenne de musique. Each season, it holds the Festival International d'Art Lyrique d'Aix-en-Provence, and produces opera productions on this occasion.

*The **Organizer** has expressed his wish to present one of the operas produced by the **Festival** in his performance venue.*

NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1. PURPOSE

This agreement sets out the terms and conditions agreed by the Parties to govern the rental of the following production:

“Requiem”

Wolfgang Amadeus Mozart

Hereinafter referred to throughout the agreement as the **“Production”**.

Musical Direction in Aix-en-Provence : Raphaël Pichon

It is understood that the Production will be conducted by an other Musical Director at the Theater's venue.

Staging, scenography, costumes and lighting : Romeo Castellucci

Together referred to as the **“Creative Team”**.

The **Organizer** will present the Production in its venue, Gran Teatre del Liceu, Barcelona, according to the following schedule:



- Unloading dates – week 13/01/2025
- Beginning of set-up in Set up are (out of stage) from week of 13/01/2025 :
- Beginning of rehearsals in rehearsal room: 24/01/2025
- Set up on stage: 4-5/02/2025
- Beginning rehearsals on stage: 06/02/2025
- Performances: 18, 19, 22, 23, 25, 26/02/2025
- Dismantle and loading set and costumes: 27/02/2025
- Loading costumes (after cleaning): 13/03/2025

The Production will be made available to the Organizer from 06/01/2025 to 20/03/2025.

ARTICLE 2. DESCRIPTION OF THE PRODUCTION

2.1. Physical Production

The **Festival** shall provide to the **Organizer** the physical elements of the Production described hereinafter (hereinafter referred to as the “Physical Production”).

The Physical Production comprises the set, costumes, props and any tangible elements such as images, drawings, videos files (video files of the creation in Aix), photographs, lights, special effects, audio-visual devices and sound devices that may be incorporated into the set, staging and scenography of the Production.

Costumes of the performances in Aix-en-Provence are included in the Physical Production, but shoes and wigs are not.

The Physical Production does not include:

- any materials necessary for the **Organizer's** venue's operations (in particular, lighting and machinery);
- any rented technical equipment that the **Organizer** will rent if needed for the performances of the Production in its venue;
- any consumables.

The **Festival** has provided the **Organizer** before the signature of the present agreement with:

- the Production's plans and photos as well as all useful information concerning the materials used for the performances in its venue;
- a technical rider specifying the equipment and technical team necessary for the smooth functioning of the performances of the Production, as implemented during the creation in Aix-en-Provence.

2.2. Adaptation of the Physical Production

After delivery of the sets, costumes and props, the **Organizer** shall not undertake any modifications without the consent of the stage director and the **Festival's** technical director. All modifications necessary for the exploitation are at the expense of the **Organizer** and are to be undertaken by him. All modifications made are to respect the author's rights attributed to the Creative Team.

The **Organizer** is to refurbish the Physical Production at the end of the performances in its venue, at its own expense.

Size adjustments may be made only if the fabric removed is retained, and if the modifications can be reversed and the costumes returned to their original size.

All authorized modifications of costumes must be appropriate and reversible, according to the **Festival's** charter.

The labels on the costumes with the name of the **Festival** for identification purposes shall not be moved or changed in any manner by the **Organizer**.



ARTICLE 3. OBLIGATIONS OF THE ORGANIZER

The **Organizer** will stage the revival of the Production in accordance with the terms and conditions below.

The **Festival** will not be the Executive Producer of the revival of the Production staged by the **Organizer**.

3.1. Respect for the Moral rights of the Creative Team

The **Organizer** will assume responsibility for respecting the moral rights of the authors included in the Creative Team of the Production for its revivals, such that no claim may be made against the **Festival** in this respect.

The terms and conditions for the revivals of the Production at the **Organizer's** venue shall be the subject of an agreement entered into with each right-holder included in the Creative Team, such that no claim may be made against the **Festival** in this respect.

After the **Festival** has proposed a set layout approved by the set designer, the **Organizer** will contact the set designer and lighting designer in order to adapt the setting and the lights to its own stage.

3.2. Revival costs

For the purposes of revivals of the Production at its performance venue, the **Organizer** will pay all the costs necessary for the smooth running of the performances in its venue, including – but not limited to:

3.2.1 – Rehearsal and performance's costs

- The payment of the revival rights to the authors of the Creative Team, the exploitation agreements and/or declarations to the collecting societies possibly related to this payment;
- The remuneration and – if applicable – the per diems, accommodation and travel of soloists, members of the Creative Team, musical team and their assistants;
- The remuneration and – if applicable – per diems, accommodation and travel of members of the orchestra and chorus, dancers and extras, if required;
- The rental of instruments;
- Preparing and acquiring the right of use to surtitles;
- The rental of scores;
- The payment of grand rights in connection with the partitions, if applicable (including royalties owed to collecting societies, if applicable);
- Customs duties, if any;
- The VISA costs of all participants;
- The possible administrative authorizations if applicable;
- Supplying shoes and wigs (it being agreed that shoes and wigs will be provided by the Festival to the **Organizer** if the cast of its revival is identical to that of the **Festival**, and if they were not rented by the **Festival** for the performances of the Production in Aix-en-Provence);
- Possible modifications of the costumes, as provided in Article 2.2;
- Costume cleaning : If the costumes are not cleaned by the **Organizer**, the costs of cleaning will be re-billed by the **Festival** if necessary;
- Any other cost in relation to the performances (communication, ticketing, hosting the public, etc.);
- Language interpreters, if necessary;
- The technical specifications referred to in the technical rider, as implemented at the Creation in Aix;
- The **Organizer's** technical operating team, as specified in the technical rider and as implemented at the Creation in Aix;
- Insurance for holding the performances;
- The equipment necessary for the **Organizer's** operations (in particular, lighting and machinery), any rented technical equipment or consumables;
- The adaptations of the lighting plots of the Production to the **Organizer's** venue in agreement with the members of the **Creative Team**.



3.2.2 – Transport of Physical Production's costs

- The transportation back and forth of the Physical Production (including insurance) from the storage location to the venue of the revival, on dates agreed by the technical departments, which shall be arranged by the **Organizer**;
- Payment of transport costs, including, in addition to the cost of shipping itself, insurance, all documentation costs, and the costs of additional labour required to prepare inventories and for loading and unloading (travel, salaries and expenses).

The costs of loading and unloading the Physical Production in Aix-en-Provence will be invoiced by the **Festival** to the **Organizer**.

3.2.3 – Technical assistance's costs

A technical assistance team may be discussed between the technical departments according to the needs of the **Production** and the **Organizer's** request.

As the technicians of the **Festival** are not permanent employees, it is understood that the **Festival** will not be able to guarantee their availability.

All costs related to the possible hiring of this personnel (salaries, travel, per diem, accommodation, visa fees, etc.) will be the subject of an estimate by the **Festival** and will be charged to the **Organizer**.

3.2.4 – Ancillary costs

If the **Organizer** wishes an additional service by the **Festival** in connection with a revival, separate negotiations and a specific contract will be required.

3.3. Duties of the Organizer

The **Organizer** undertakes:

- to act at all times as a loyal and good faith partner of the **Festival** and, in particular, to promptly inform the **Festival** of any dispute or difficulty it may encounter in connection with the performance of this agreement;
- to cooperate with the **Festival** throughout the Term of the present contract and, in particular, it shall respond as soon as possible to any request of the **Festival** relating to the technical implementation of the Production (in particular, constraints with respect to the building of the sets);
- to take charge of its venue in working order, including the technical staff required to unload, assemble, dismantle and reload the sets, the electrical equipment and light focus, the dress, hair and makeup teams and, in a general way, all the personnel necessary for the smooth running of the performances of the Production in its venue;
- to perform all the administrative procedures necessary for the implementation and smooth running of the performances of the Production in its venue.

3.4. Inventory

On the delivery of the Physical **Production** by the **Festival** to the **Organizer**, the **Organizer** will take an inventory of the materials and immediately report any missing or damaged materials – other than reasonable wear and tear – to the **Festival**.

On the return of the Physical production to Aix-en-Provence, the **Festival** will take an inventory of the materials and immediately report any missing or damaged materials – other than reasonable wear and tear – to the **Organizer**.

If applicable, the parties will consult each other so that the responsible party pays the costs of repairing



or replacing the said materials.

3.5. Insurance

3.5.1 – Property damages

The Organizer undertakes to take out an insurance policy to cover all the Physical Production rented to the Festival for a value of 570.000€, particularly against the risk of fire, lightning, explosion, electrical damage, water and fluid damage, theft, vandalism and deterioration.

The Physical Production must be insured during its transport including during loading and unloading operations, and this from the place of initial storage of goods until its return.

The **Organizer** undertakes to replace or refund the missing, broken and deteriorated goods and any difference in inventory.

3.5.2 – Organizer's responsibility

The **Organizer** must take out an insurance policy with a well-known creditworthy company, for guarantees and sufficient capital, in order to cover the pecuniary consequences of his responsibility, that of the persons and the goods must be answered, because of the damages tangible, material and immaterial, caused to others and arising from its activities.

ARTICLE 4. RENTAL FEE

The **Festival** shall receive from the **Organizer** a net flat rate sum amounting to: 70.000€ (seventy thousand Euros).

This amount does not cover the expenses that are to be paid by the **Organizer**, detailed in Article 3.2.

The sums are to be transferred upon presentation of an invoice to the account mentioned on the invoices, according to the following schedule of payment:

- 25% of the amount, ie 17.500 € (Euros), on signature of the present agreement;
- 50% of the amount, ie 35.000 € (thirty five thousand Euros), before the departure of the material elements from storage location to the venue of the revival.
- 25% of the amount, ie 17.500 € on premiere of the production at the Organizer's venue

The **Festival** will grant a payment period of 30 days from receipt of the invoice.

ARTICLE 5. AUDIO-VISUAL RECORDING OF THE PRODUCTION

The **Organizer** may arrange for the audio-visual recording of the Production for archiving purposes. In addition, excerpts of the Production not exceeding three minutes may also be broadcast on television, internet or radio, for information and/or promotional purposes.

The **Organizer** may arrange for the sound recording of the Production for radio exploitation and archiving purposes.

ARTICLE 6. TERM OF THE AGREEMENT

The duration of the present agreement is the duration of realization of its object.

ARTICLE 7. REQUIRED STATEMENTS AND ADVERTISING

The **Organizer** will organize and take charge of the advertising of its performances of the Production. He will endeavour to respect the general spirit of the documentation provided by the **Festival** and will scrupulously indicate the following mandatory information on all publications in relation to the Production:



**“New production of Festival d’Aix-en-Provence, in co-production with Adelaide Festival,
Theatre Basel, Wiener Festwochen, Palau de les Arts Reina Sofia, La Monnaie / De Munt”**

The **Festival** will provide all mandatory statements in relation to the Creative Team, which must also be included in Production-related media and publications.

Any reference to the **Festival** on the **Organizer's** website of shall include a hyperlink to the **Festival's** official website (<http://www.festival-aix.com/>).

The **Organizer** will send the **Festival** 10 copies of each promotional document concerning the presentation of the production in its venues (posters, evening programs, flyers, press, etc).

ARTICLE 8. PHOTOGRAPHS

The **Festival** will make ten royalty-free photos available to the **Organizer** for its communication for web and social media use, flyer and press information (excluding the purchase of publicity spaces and the production of posters).

The **Organizer** may arrange to have the Production photographed by the photographer(s) of its choice. The photographs taken may be used, without distinction, by the **Organizer** and the **Festival**, in strict compliance with the terms of its agreement with the photographer(s).

ARTICLE 9. COMPLIMENTARY TICKETS

The **Organizer** will provide the **Festival** with four complimentary tickets for the performances of the Production at the **Organizer's** venue (not including tickets for artists).

ARTICLE 10. SUSTAINABLE DEVELOPMENT

The **Festival**, which was the winner of a Call for Projects funded by the Environmental and Energy Use Agency (ADEME) and the Provence-Alpes-Côte d'Azur Region with a project to reduce and recover waste, has positioned itself as an experimentation laboratory for more responsible stage sets.

In this connection, the **Festival** undertakes, to the extent possible:

- to ecologically design stage set as much as possible, relying on various strategies: circular economy, collaborative economy, functional economy, biomimicry, etc;
- to offer co-producers responsible materials and processes alternatives, whenever possible;
- to inform co-producers of the progress of its research and experiments;
- to invite co-producers to its experimentation laboratories;
- to point out to co-producers the best solutions for proper management of stage set waste;
- to inform co-producers of the results obtained depending on to the level of eco-design of said stage sets.

The **Festival** encourages its partners to commit, to the extent possible, in a similar sustainable development approach, and specifically to reduce the road transport of the Physical Production.

ARTICLE 11. CONFIDENTIALITY

The Parties undertake to keep strictly confidential and, therefore, not to disclose to any third party, the terms of this agreement during the term of the agreement and for a period of two years after it ends.

Such disclosure may be made only with the Parties' mutual written agreement and in accordance with the terms and conditions also defined by the Parties' mutual written agreement, unless said disclosure is required by the statutes or regulations or for the needs of a legal proceeding.



ARTICLE 12. INTUITU PERSONAE

Each Party has entered into this agreement on a strictly personal basis vis-à-vis the other Party. Neither Party may directly or indirectly assign or subcontract this agreement, in whole or in part.

ARTICLE 13. INDEPENDENCE OF THE PARTIES

The Parties expressly represent that, throughout the term of this agreement, they are and will remain commercial partners and independent professionals.

The Parties expressly agree that this agreement shall under no circumstances be construed as creating a company or association between them, and each Party undertakes to act as an independent co-contractor in such a way as to avoid any confusion in this respect vis-à-vis third parties.

ARTICLE 14. INVALIDITY AND SEVERABILITY OF CLAUSES

In the event one or more articles of this agreement are invalidated by a court decision, an arbitration award or the mutual agreement of the Parties, its other provisions will not be impacted and will remain fully in effect, provided the overall structure of the agreement can be preserved.

If the performance of one or more articles of this agreement becomes impossible because it has been invalidated, the Parties will endeavour to consult each other in order to draft a new article as close as possible in letter and spirit to the former article. The other provisions of the agreement will remain in force.

Failing that, or if the overall structure of the agreement has been fundamentally disrupted, the Parties may, by mutual agreement expressed in writing, confirm the termination of this agreement in its entirety.

ARTICLE 15. VALIDITY - AMENDMENTS TO THIS AGREEMENT

Each Party acknowledges that it has all information that is material for its consent to the provisions of this agreement.

The signatories of this agreement have full power and are legally authorised to bind their entities to perform the obligations arising hereunder and, therefore, this agreement does not breach any provision, statute, regulation, decision, resolution or decree issued by any authority and/or any agreement in force.

This agreement supersedes any written or oral agreement previously entered into by the Parties.

To be valid, any amendments to this agreement must be accepted in writing by each of the Parties in the form of a contractual amendment.

ARTICLE 16. CANCELLATION – TERMINATION

If the Production cannot be performed at the **Organizer's** venue for any reason other than a force majeure event as defined in Article 17 below, the **Organizer** shall inform the **Festival** by registered mail without delay.

The **Festival** will keep the sums already received on the day of receipt of the registered mail, if applicable. The **Organizer** will remain liable for the full rental price indicated in article 5. It will pay to the **Festival** the balance of the amount on the projected date of the beginning of rehearsals of the Production in its venue, as indicated in the Article 1.

ARTICLE 17. FORCE MAJEURE

The Parties agree that a force majeure event is any event beyond their control that could not reasonably be foreseen at the time the agreement was concluded, and the effects of which cannot be avoided by appropriate measures.

If performance is prevented temporarily, performance of the obligation will be suspended, unless the



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resulting delay justifies rescinding the agreement. If performance is prevented permanently, the agreement will be rescinded automatically and the Parties will be released from their obligations, and neither Party will be entitled to claim compensation of any type.

ARTICLE 18. SPECIFIC PERFORMANCE

In the event either Party breaches its obligations, the non-breaching Party will have the right to request specific performance of the obligations under this agreement.

In derogation of the provisions of Article 1221 of the French Civil Code (*Code civil*), the obligee of the obligation may request specific performance after having given the obligor of the obligation notice to cure the breach, in a letter sent by recorded delivery, regardless of the circumstances and even if the cost for the obligor is manifestly disproportionate to the benefit to the obligee.

ARTICLE 19. GOVERNING LAW - DISPUTES

For any dispute among the parties arising from any matter relating to this agreement, but only after the parties have made every reasonable effort to reach agreement by mutual consent, and which results in legal proceedings, each party irrevocably agrees that this Agreement and all matters arising from it shall be governed by the laws of the jurisdiction in which the defendant is incorporated or domiciled, whose courts shall have exclusive jurisdiction over such disputes arising in connection with this Agreement

Executed in 2 (two) counterparts in Aix-en-Provence, on October 12th, 2023.

On behalf of the Festival

Stéphanie Deporcq

Executiv Director



On behalf of the Organizer

Valenti Oviedo

General Director

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