

CONTRACTE ARTÍSTIC

D'UNA PART

Àngels Margarit Viñals, actuant com a Directora del Consorci Mercat de les Flors, i en representació d'aquesta entitat, amb NIF P0800194C, i amb seu social al carrer Lleida, núm. 59, 08004 de Barcelona, Espanya (d'ara endavant, el MERCAT DE LES FLORS).

I DE L'ALTRA

Lies Martens, actuant en nom i representació de ROSAS VZW, amb CIF BE0431663856 i domicili registrat a Van Volxemlaan 164, 1190, Brussel·les (Bèlgica), actuant en representació de la companyia Rosas (d'ara endavant, L'ARTISTA).

Les parts es reconeixen mútuament la capacitat i legitimació necessària per obligar-se en aquest acte i,

MANIFESTEN

I. Que el MERCAT DE LES FLORS és una entitat de dret públic formada per l'Ajuntament de Barcelona i per la Generalitat de Catalunya amb la col·laboració del Ministeri de Cultura constituït com un centre de referència per la investigació, producció, creació i difusió de la dansa i les arts de moviment.

II. Que l'activitat professional de L'ARTISTA té per objecte la creació d'arts escèniques.

III. Que el MERCAT DE LES FLORS manifesta el seu interès en exhibir els espectacles EXIT ABOVE after the tempest, dels artistes Anne Teresa De Keersmaeker, Meskerem Mees, Jean-Marie Aerts, Carlos Garbin, i Il Cimento dell'Armonia e dell'Invention, dels artistes Anne Teresa De Keersmaeker, Radouan Mriziga / Rosas, A7LA5, en el marc de la temporada artística 2024/2025.

ARTIST'S AGREEMENT

BY AND BETWEEN

Ms Àngels Margarit Viñals, in her capacity as the legal representative of the legal person Consorci Mercat de les Flors, with tax identification number/code (TIN) P0800194C, whose registered office is carrer Lleida 59, 08004 Barcelona, Spain (hereinafter, "MERCAT DE LES FLORS").

AND

Ms. Lies Martens, in her capacity as the legal representative of the legal person ROSAS VZW, with tax identification number/code BE0431663856 and registered office at Van Volxemlaan 164, 1190, Brussels (Belgium), acting in representation of the company Rosas (hereinafter, "THE ARTIST").

The parties mutually recognise their necessary legal capacity and standing to enter undertakings herein and,

WHEREAS

I. MERCAT DE LES FLORS is a public law entity constituted by Barcelona City Council and the Government of Catalonia, in collaboration with Spain's Ministry of Culture, as a benchmark centre for research into and the production, creation and dissemination of dance and movement arts.

II. ARTIST's professional activities comprise the performing arts, performances and ancillary activities.

III. MERCAT DE LES FLORS is interested in participating in the exhibition of the shows EXIT ABOVE after the tempest, by THE ARTISTS Anne Teresa De Keersmaeker, Meskerem Mees, Jean-Marie Aerts, Carlos Garbin, and Il Cimento dell'Armonia e dell'Invention, by THE ARTISTS Anne Teresa De Keersmaeker, Radouan Mriziga / Rosas, A7LA5, as part of Mercat de les Flors 2024/2025 artistic season.

Ambdues parts subscriuen el present contracte conforme als següents,

The two parties therefore enter into this agreement pursuant to the following

PACTES

CLAUSES

Primer.- Objecte

One.- Object

L'objecte del present contracte és regular la presentació dels espectacles EXIT ABOVE after the tempest i Il Cimento dell'Armonia e dell'Invention, en el marc de la temporada 2024/2025 del MERCAT DE LES FLORS, d'acord amb els següents termes:

The object hereof is to govern the carrying out the performances of the shows EXIT ABOVE after the tempest and Il Cimento dell'Armonia e dell'Invention, as part of Mercat de les Flors 2024/2025 artistic season, according to the following terms:

PRODUTOR: ROSAS VZW
COREÒGRAF: Anne Teresa De Keersmaeker
TÍTOL DE L'ESPECTACLE: EXIT ABOVE after the tempest / d'après la tempête / naar de storm
SALA: MAC
DATES I HORARI: Del 24 al 25 de maig de 2025
NÚMERO DE FUNCIONS: 2
DATA DE MUNTATGE: 23 maig de 2025
Nº DE PERSONES DE L'EQUIP: màxim 24
PLANNING PROVISIONAL:
22/05: Tech-in
23/05: Muntatge+Assaig
24-25/05: Exhibició
26/05: Sortida

PRODUCER: ROSAS VZW
CHOREOGRAPHER: Anne Teresa De Keersmaeker
PERFORMANCE: EXIT ABOVE after the tempest / d'après la tempête / naar de storm
VENUE: MAC
DATES/TIME: May 24th to 25th, 2025.
NUMBER OF SHOWS: 2
SET UP DATE: May 23th, 2025.
NUMBER OF PERSON TOURING: maximum 24
PROVISIONAL PLANNING:
22/05: Tech-in
23/05: set-up+rehearsal
24-25/05: show
26/05: travel

PRODUTOR: ROSAS VZW
COREÒGRAF: Anne Teresa De Keersmaeker
TÍTOL DE L'ESPECTACLE: Il Cimento dell'Armonia e dell'Invention
SALA: MAC
DATES I HORARI: Del 28 al 29 de maig de 2025
NÚMERO DE FUNCIONS: 2
DATA DE MUNTATGE: 27 de maig de 2025
Nº DE PERSONES DE L'EQUIP: màxim 14
PLANNING PROVISIONAL:
26/05: Tech-in
27/05: Muntatge+Assaig
28-29/05: Exhibició
30/05: Sortida

PRODUCER: ROSAS VZW
CHOREOGRAPHER: Anne Teresa De Keersmaeker
PERFORMANCE: Il Cimento dell'Armonia e dell'Invention
VENUE: MAC
DATES/TIME: May 28th to 29th, 2025.
NUMBER OF SHOWS: 2
SET UP DATE: May 27th, 2025.
NUMBER OF PERSON TOURING: maximum 14
PROVISIONAL PLANNING:
26/05: tech-in
27/05: set-up + rehearsal
28-29/05: show
30/05: travel

El MERCAT DE LES FLORS podrà proposar a L'ARTISTA la realització d'alguna de les activitats pròpies de la programació expandida del teatre dirigides al públic. En cas d'acordar la realització d'alguna d'aquestes activitats, l'encàrrec finalment proposat i acceptat s'incorporarà al present contracte mitjançant l'addenda corresponent, on quedarà regulat, i la factura a abonar per part del MERCAT DE LES FLORS s'emetrà per L'ARTISTA a banda de les previstes en el present contracte.

Segon.- Producció executiva

L'ARTISTA s'encarregarà de la producció executiva de l'espectacle, responsabilitzant-se de la seva gestió i garantint la plena disponibilitat dels artistes implicats, d'acord amb la Fitxa artística que forma part i s'annexa al present contracte. Com a productor executiu, L'ARTISTA es responsabilitzarà especialment de:

1. Assegurar i contractar els artistes i el personal tècnic i/o administratiu que els acompanya i mantenir-los d'alta en el règim social corresponent, així com abonar totes les despeses que se'n deriven (primes d'assegurances, honoraris i/o salaris, transport local, nacional i internacional, dietes, impostos, quotes socials, back-line, etcètera), sens perjudici de l'establert en relació amb aquesta matèria al pacte dotzè del present contracte.
2. Sol·licitar i obtenir els corresponents visats i permisos que garanteixin l'estada legal a Espanya de totes aquelles persones que en formin part i no provenguin d'estats pertanyents de l'Espai Schengen, amb ajuda del MERCAT DE LES FLORS.
3. Aportar el decorat, vestuari i elements escenogràfics necessaris per al correcte desenvolupament de l'espectacle, així com organitzar, contractar i abonar les despeses de transport de tots ells des del seu lloc d'origen fins al teatre, amb reemborsament del MERCAT DE LES FLORS.

MERCAT DE LES FLORS might propose to THE ARTIST the realization of some of the expanded activities aimed at the public. If THE ARTIST agrees to carry out any of these activities, the regulation of such activity will be incorporated into this contract by means of the corresponding addendum, and the invoice to be paid by MERCAT DE LES FLORS will be issued by THE ARTIST separately to those regulated in this contract.

Two.- Executive Producer

THE ARTIST shall have responsibility as Executive Producer of the artistic activity and shall be responsible for its administration and for the availability of the artists involved. As Executive Producer, THE ARTIST shall be particularly responsible for:

1. Insuring and hiring the artists and the technical and/or administrative staff accompanying them and for keeping them registered in the applicable social security scheme, as well as paying all and any expenses arising therefrom (insurance premiums, fees and/or wages, local, national and international transport, taxes, social security, backline, etc.), without prejudice to the associated provisions the contract on this regard.
2. Applying for and obtaining the relevant visas and permits to guarantee the lawful stay in Spain of all persons who are not from Schengen Area countries, with the help of MERCAT DE LES FLORS.
3. Providing the scenery, costumes and other stage design components (props, etc.) required for the carrying out of the artistic activity, as well as organising, contracting and paying for the transportation of all of them from their place of origin to the theatre, with reimbursement by MERCAT DE LES FLORS.

Tercer.- Infraestructura tècnica

El MERCAT DE LES FLORS i L'ARTISTA acordaran una fitxa tècnica que s'annexarà i formarà part d'aquest contracte. En aquesta fitxa quedaran recollides les necessitats tècniques de L'ARTISTA per al correcte desenvolupament de l'espectacle que el MERCAT DE LES FLORS posarà a la seva disposició. Qualsevol despesa derivada de la modificació de la fitxa tècnica acordada correrà a càrrec de L'ARTISTA.

El MERCAT DE LES FLORS mantindrà els recintes, la infraestructura tècnica i les instal·lacions en les condicions adequades per a la realització de l'espectacle, segons les condicions pactades a la fitxa tècnica i les normes de seguretat vigents.

El MERCAT DE LES FLORS contractarà les assegurances oportunes per a cobrir qualsevol dany material o personal que es doni al llarg del desenvolupament de l'activitat que li sigui directament imputable.

El MERCAT DE LES FLORS fixarà l'aforament màxim dels recintes on tindrà lloc la representació de l'espectacle d'acord amb el director tècnic de L'ARTISTA.

El MERCAT DE LES FLORS posarà a disposició de l'exhibició de l'espectacle els recursos habituals de sala de què disposa a efectes d'atenció al públic assistent (acomodadors/es, taquillers/es, tècnics de sala). D'altra banda, també posarà a disposició de L'ARTISTA tots els requeriments tècnics que constin a la fitxa tècnica acordada.

L'ARTISTA, al seu torn, respectarà totes les mesures de seguretat i prevenció de riscos que estableixi la legislació vigent, així com les normes de funcionament intern del teatre, i s'adequarà a les directrius del director tècnic del teatre pel que fa les horaris i condicions de muntatge, desmuntatge i assaigs.

Three.- Technical infrastructure

MERCAT DE LES FLORS and THE ARTIST shall agree upon a technical rider which shall be attached this contract and form an integral part of it. This document will specify THE ARTIST's technical requirements for the proper carrying on of the artistic activity to be made available by MERCAT DE LES FLORS. Any costs arising from any changes to the technical rider after being by THE ARTIST.

MERCAT DE LES FLORS shall keep the venue, technical infrastructure and installations in the proper conditions for the performance of the artistic activity, pursuant to the terms and conditions of the technical rider and to applicable health and safety regulations.

MERCAT DE LES FLORS shall take out appropriate insurance against any damage to property or personal injury that may arise during the carrying on of the activity and for which it is directly responsible.

MERCAT DE LES FLORS will determine the maximum capacity of the premises where the performance of the show will take place in agreement with the technical director of THE ARTIST.

MERCAT DE LES FLORS shall make available to the artistic activity all the theatre's regular resources for the attending audience (ushers, box office staff and theatre technicians). On the other hand, it will also make available to the ARTIST all the technical requirements contained in the agreed technical sheet.

For her part, THE ARTIST shall comply with all health, safety and risk prevention measures established by applicable legislation, as well with the theatre's internal operating regulations, and shall follow all instructions of the theatre's Technical Director about set construction and breakdown and rehearsal working hours and conditions.

El material escenogràfic i tècnic de l'espectacle haurà d'ajustar-se a les normes de seguretat comunitàries sobre l'ús de materials i substàncies perilloses en espais públics tancats. El teatre lliurarà a L'ARTISTA, amb antelació suficient, un document de coordinació empresarial que aquest haurà de retornar signat en senyal d'acceptació de les condicions de coordinació bàsica, avaluació de riscos, pla d'emergències i mesures específiques Covid-19 que regula la realització de totes les activitats del MERCAT DE LES FLORS.

El MERCAT DE LES FLORS ofereix una zona d'aparcament durant tot el període. El MERCAT DE LES FLORS informará a L'ARTISTA si hi ha restriccions al trànsit de camions al país, ciutat, els caps de setmana, diumenges, festius, etc. Si es necessita un permís especial, l'organitzador facilitarà la documentació necessària.

El MERCAT DE LES FLORS facilitarà fruita gratuïta, snacks saludables i begudes per l'equip artístic de L'ARTISTA durant els dies d'exhibició.

El MERCAT DE LES FLORS també proporciona 2 tovalloles netes per persona per a cada actuació.

L'ARTISTA enviarà la relació de personal a acreditar amb una antelació màxima de 10 dies abans de la seva arribada al teatre a la persona responsable del Departament de Producció (Mariona Garcia – mgarcia@mercatflors.cat).

Quart.- Condicions econòmiques

El MERCAT DE LES FLORS abonarà a L'ARTISTA la suma de 35.000 € (IVA exclòs) per les **actuacions** de l'espectacle "EXIT ABOVE after the tempest" i 28.000 € (IVA exclòs) per les **actuacions** de l'espectacle "Il Cimento dell'Armonia e dell'Inventione". La factura d'aquest concepte s'haurà d'emetre i registrar després de l'última actuació. No s'acceptarà cap factura anticipada.

The show set and technical materials must meet EU rules on the use of hazardous materials and substances in closed public spaces. A CAE document related to business coordination, basic coordination, risk assessment, emergency plan and specific Covid-19 health measures for performances and other activities held at MERCAT DE LES FLORS will be sent to THE ARTIST by the Production Department before their arrival to the theatre. THE ARTIST will have to return a signed version of this document to MERCAT DE LES FLORS.

The organizer provides a parking area free of charge for the whole period. The Organizer will inform The Artist if there are any restrictions on truck traffic in the country, city, in weekends, on Sundays, on holidays, etc. If a special permit is needed, The Organizer provides the necessary documents.

The Organizer provides free fruit, healthy snacks and drinks for the artistic crew during performance days.

The Organizer also provides 2 clean towels per person for each performance.

ARTIST shall provide a staff listing at least 10 days in advance of their arrival at the theatre. This list shall be sent to the Production Department (Mariona Garcia – mgarcia@mercatflors.cat).

Four.- Financial terms and conditions

MERCAT DE LES FLORS will pay THE ARTIST the sum of 35.000 € (VAT excluded) for the **exhibition** OF THE SHOW "EXIT ABOVE after the tempest" and 28.000 € (VAT excluded) for the **exhibition** of the show "Il Cimento dell'Armonia e dell'Inventione". The invoice for this concept will have to be issued and registered after the last performance. No purchase in advance invoice will be accepted.

Un import màxim de 13.192,00 € (IVA exclòs), inclòs l'equipatge addicional, serà assumit pel MERCAT DE LES FLORS en concepte de despeses de **desplaçament** (8.536,00 € per l'espectacle *EXIT ABOVE after the tempest* i 4.656,00 € per l'espectacle *Il Cimento dell'Armonia e dell'Invenzione*) i un import màxim de 11.300,00 € (IVA exclòs) en concepte de despeses de **transport** (4.200,00 € per l'espectacle *EXIT ABOVE after the tempest* i 7.100,00 € per l'espectacle *Il Cimento dell'Armonia e dell'Invenzione*). Es requerirà acreditar les despeses efectivament satisfetes per l'ARTISTA per aquests conceptes. El MERCAT DE LES FLORS únicament compensarà les despeses justificades. Qualsevol import superior al màxim indicat anteriorment serà assumit i cobert directament per l'ARTISTA.

El MERCAT DE LES FLORS cobrirà les **dietes** d'acord amb la tarifa local de 38 € per persona i dia. El total de les dietes que haurà d'abonar el MERCAT DE LES FLORS a L'ARTISTA amb la presentació de la factura corresponent serà de 6.308 € (IVA exclòs) (3.876,00 € per l'espectacle *EXIT ABOVE after the tempest* i 2.432,00 € per l'espectacle *Il Cimento dell'Armonia e dell'Invenzione*).

El MERCAT DE LES FLORS assumirà les despeses **d'allotjament** de l'ARTISTA i el vostre equip. L'ARTISTA serà responsable d'enviar el rooming list al Departament de Producció del Teatre (Mariona Garcia - mgarcia@mercatflors.cat) amb antelació suficient. El MERCAT DE LES FLORS contractarà hotels de categoria mínima de 3*** superior a una distància de màxim 15 minuts a peu del teatre, amb habitacions individuals amb llits dobles i cambra de bany privada i esmorzar inclòs.

Els imports corresponents a l'allotjament es fixen de conformitat amb els imports resultants de l'adjudicació de l'Acord marc per a la prestació del servei de gestió i assistència en viatges (Exp. CCS 2022 3: [https://contractacio.gencat.cat/ca/gestio-](https://contractacio.gencat.cat/ca/gestio-nar-contractacio/compra-centralitzada/cataleg-bens-)

A maximum amount of 13.192,00 € (VAT excluded), including extra luggage, will be assumed by MERCAT DE LES FLORS in concept of **travel** expenses (8.536,00 € for the show *EXIT ABOVE after the tempest* i 4.656,00 € for the show *Il Cimento dell'Armonia e dell'Invenzione*) and maximum amount of 11.300,00 € (VAT excluded) will be assumed in concept of **transportation** expenses (4.200,00 € per l'espectacle *EXIT ABOVE after the tempest* i 7.100,00 € per l'espectacle *Il Cimento dell'Armonia e dell'Invenzione*). Prove of the expenses actually satisfied by THE ARTIST for such concepts will be required. MERCAT DE LES FLORS will only compensate justified costs. Any amount above the maximum indicated above will be assumed and covered directly by THE ARTIST.

MERCAT DE LES FLORS will cover **per diem** expenses at the local rate of 38 € per person and day. Total per diem sum to be paid by MERCAT DE LES FLORS to THE ARTIST upon the presentation of the corresponding invoice will be 6.308 € (VAT excluded) (3.876,00 € for the show *EXIT ABOVE after the tempest* i 2.432,00 € for the show *Il Cimento dell'Armonia e dell'Invenzione*).

MERCAT DE LES FLORS will assume the **accommodation** costs of THE ARTIST and the whole team travelling to Barcelona. THE ARTIST will be responsible for sending the rooming list to the Production Department (Mariona Garcia - mgarcia@mercatflors.cat) of the Theatre well in advance. MERCAT DE LES FLORS will book minimum 3***superior hotels walking distance (max 15 minutes) from the Theatre and will hire single rooms with double beds and private bathroom and toilet, and breakfast included.

The accommodation amounts are fixed in accordance with the amounts resulting from the award of the Framework Agreement for the provision of travel management and assistance services (Exp. CCS 2022 3: [https://contractacio.gencat.cat/ca/gestio-](https://contractacio.gencat.cat/ca/gestio-nar-contractacio/compra-centralitzada/cataleg-bens-)

[onar-contratació/compra-centralitzada/catàleg-bens-serveis/gestió-assistència-viatges/](#)) de la Comissió Central de Subministraments, al qual s'hi troba adherit el Consorci Mercat de les Flors.

L'existència d'aquesta prestació accessòria (l'allotjament dels artistes contractats), la qual s'afegeix a la prestació principal (l'exhibició dels espectacles), no altera el procediment d'adjudicació escollit.

En cas de resultar necessari, el MERCAT DE LES FLORS abonarà a l'ARTISTA la quantitat de 110,00 € (IVA inclòs) en concepte de **despeses de gestió de la facturació electrònica.**

El pagament de les quantitats indicades al primer paràgraf del present pacte es realitzarà mitjançant transferència bancària al compte corrent facilitat per l'ARTISTA contra presentació de les corresponents factures electròniques que seran emeses a:

CONSORCI MERCAT DE LES FLORS
C/LLEIDA 59
08004 BARCELONA
NIF P0800194C
DIR 3: LA0009872

S'haurà d'indicar el número d'expedient (F25-069) i les dates d'exhibició a la factura. L'ARTISTA es responsabilitzarà de revertir els imports corresponents a cadascun dels membres de l'equip així com de liquidar els impostos.

L'ARTISTA està subjecte a les obligacions fiscals del seu país d'origen, Bèlgica.

El MERCAT DE LES FLORS es compromet a pagar els possibles impostos d'acord amb les lleis i reglaments del seu propi país pel que fa a les actuacions d'artistes estrangers. Domicili social de l'artista: Rosas npo, Van Volxemlaan 164, 1190 Brussel - Belgium, submitted to VAT (BE 0431 663 856).

Tots els imports d'aquest contracte són abans d'impostos.

[serveis/gestió-assistència-viatges/](#)) awarded by the Government of Catalonia's Central Supply Commission, to which the Mercat de les Flors Consortium is a member.

The existence of this accessory service (the accommodation of the contracted artists), which is added to the main service (the exhibition of the shows), does not alter the chosen awarding procedure.

If necessary, MERCAT DE LES FLORS will pay the ARTIST the amount of €110.00 (VAT included) as **electronic invoicing management costs.**

Payment of the sums set forth above in this Clause shall be made by means of bank transfer into the current account designated by THE ARTIST after submission of the associated electronic invoices, made out to:

CONSORCI MERCAT DE LES FLORS
C/LLEIDA 59
08004 BARCELONA
NIF: P0800194C
DIR 3: LA0009872

File number (F25-069) and exhibition dates must be indicated on every invoice. THE ARTIST shall be responsible for paying the relevant amounts over to the members of her team and for settling any taxes.

The Artist is bound by the tax obligations of its native country, Belgium.

El MERCAT DE LES FLORS undertakes to pay any possible taxes in accordance with the laws and regulations of his own country with regard to performances by foreign artists. The Artist registered office: Rosas npo, Van Volxemlaan 164, 1190 Brussel - Belgium, submitted to VAT (BE 0431 663 856).

All amounts in this contract are net amounts.

Cinquè.- Venda d'entrades

Els drets d'explotació de l'espectacle durant les representacions que tinguin lloc al MERCAT DE LES FLORS en el marc del present contracte correspondran íntegrament al MERCAT DE LES FLORS, el NIF del qual constarà a les entrades, renunciant L'ARTISTA a qualsevol participació en els ingressos provinents de la venda d'entrades que s'obtinguin.

El MERCAT DE LES FLORS es responsabilitzarà, sense perjudici dels pactes que pugui establir amb tercers al respecte, d'editar les entrades i realitzar-ne la venda d'acord amb les tarifes de preus públics aprovades en el marc del Pressupost de l'exercici, a través dels canals habituals, fent-se càrrec de la intervenció, registre i control del taquillaatge.

Sisè.- Comunicació, imatge i premsa

El MERCAT DE LES FLORS durà a terme, en exclusiva, la campanya de comunicació i difusió de l'espectacle, a través d'aquells mitjans i suports que estimi convenient (pàgina web, televisió, campanya de premsa gràfica), sens perjudici de poder autoritzar L'ARTISTA, quan així ho estimi oportú, a vendre o distribuir gratuïtament els seus cartells, programes o qualsevol altre material difusor o publicitari.

A tal efecte, L'ARTISTA presentarà, en format digital, amb antelació necessària i suficient, la informació necessària per dur a terme la campanya de comunicació, incloent tots aquells elements que identifiquin l'espectacle (dossier, textos i material audiovisual), lliures de càrregues i drets d'autor.

El MERCAT DE LES FLORS no assumirà cap cost en concepte de drets d'imatge o de propietat intel·lectual que podrien generar-se per la difusió de qualsevol text i/o imatges subministrats per L'ARTISTA.

El MERCAT DE LES FLORS realitzarà, si així ho creu oportú, una roda de premsa de presentació de l'espectacle. En cas que així ho decideixi, acordarà amb

Five.- Ticket sales

The exploitation rights over the artistic activity during the performances taking place at MERCAT DE LES FLORS within the framework of this agreement shall be exclusively held by MERCAT DE LES FLORS according to its pricing policies.

MERCAT DE LES FLORS shall be responsible for producing the tickets and selling them in accordance with its pricing policy through the usual channels, and for the control, recording and monitoring of box office takings. Its TIN/NIF shall be included on the tickets, and THE ARTIST will have no right to participate in any revenue obtained from ticket sales.

Six.- Communication, image and press

MERCAT DE LES FLORS shall be exclusively responsible for the artistic activity's communication and promotion campaign, using whatever media and formats it deems fit (website, television, printed press campaign, etc.), without prejudice to its entitlement to authorise THE ARTIST, as it deems fit, to sell or distribute free of charge its posters, programmes or any other promotional or advertising material.

To this end, THE ARTIST shall provide, in digital format and duly and sufficiently in advance, the information necessary for carrying out the communication campaign, including all those elements identifying the artistic activity (dossier, texts and audio-visual material), free of charge and copyright-free.

MERCAT DE LES FLORS shall not bear any image or intellectual property rights-related expenses that may arise from the dissemination of any texts and/or images provided by THE ARTIST.

MERCAT DE LES FLORS shall hold, if it so deems fit, a press conference presenting the artistic activity. Should it decide to do so, it shall agree with THE

L'ARTISTA el lloc, data i hora en què tindrà lloc aquesta roda de premsa.

L'espectacle no serà fotografiat, gravat per a ràdio o televisió en cap mitjà, conegut o desconegut fins al moment, sense el permís dels autors i L'ARTISTA. L'explotació i gestió de drets diversos i connexos estaran subjectes a un acord separat. S'ha d'informar prèviament el productor. Els fotògrafs només són admesos als assajos amb el permís de la Companyia. L'organitzador està obligat a proporcionar una còpia de la gravació i d'aquestes fotografies.

El material visual proporcionat per la Companyia només es pot utilitzar en el context de l'anunci dels espectacles. Si el MERCAT DE LES FLORS vol utilitzar imatges de l'ARTISTA per a altres finalitats (per exemple, imatge de temporada, promoció integral, marxandatge,...), caldrà sol·licitar prèviament l'autorització per escrit de l'ARTISTA (nadia.verbeeck@rosas.be). L'ARTISTA es reserva el dret de concedir o denegar el permís per utilitzar el material per a altres finalitats a la seva discreció. Qualsevol ús de material visual sense el consentiment previ per escrit de L'ARTISTA es considerarà un incompliment d'aquest acord i pot donar lloc a una indemnització.

Es requereix al MERCAT DE LES FLORS enviar totes les crítiques publicades a la premsa a Nadia Verbeeck i Frans Brood Productions (nadia.verbeeck@rosas.be / info@fransbrood.com).

Setè.- Invitacions

El MERCAT DE LES FLORS posarà a disposició de L'ARTISTA un total de 4 invitacions per funció a la Sala MAC, excloent periodistes i professionals, que L'ARTISTA podrà distribuir segons estimi oportú, informant en qualsevol cas al Departament de Comunicació del MERCAT DE LES FLORS el nombre de convidats que hi haurà a cada funció amb una antelació mínima de tres hores abans del seu inici.

ARTIST the venue, date and time for said press conference.

The show will not be photographed, recorded for radio or television on any medium whatsoever, known or unknown to date, without the permission of the author (s) and The Artist. The operation and management of diverse and related rights will be subject to a separate agreement. The producer must be informed beforehand. Photographers are only admitted at rehearsals with permission of the Company. The organizer is required to provide a copy of the recording and of these photos.

The visual material provided by the Company can only be used in the context of the announcement of the shows. If MERCAT DE LES FLORS wishes to use images of the Company for other purposes (e.g. seasonal image, allround promotion, merchandising, ...), written permission must be explicitly requested from the Company in advance via Nadia Verbeeck (nadia.verbeeck@rosas.be). The Company reserves the right to grant or refuse permission to use the footage for other purposes at its discretion. Any use of visual material without the prior written consent of the Company, will be considered a breach of this agreement and may result in compensation.

MERCAT DE LES FLORS is requested to send all published press reviews to Nadia Verbeeck and Frans Brood Productions (nadia.verbeeck@rosas.be / info@fransbrood.com).

Seven.- Complimentary tickets

MERCAT DE LES FLORS shall provide THE ARTIST with a total of 4 complimentary tickets per performance at the MAC venue, excluding journalists and professionals, that THE ARTIST may distribute as she sees fit, informing the number of guests that will be present at each function at least three hours before its start to MERCAT DE LES FLORS Communication Department.

Vuitè.- Drets de propietat intel·lectual

L'ARTISTA declara estar en possessió de les corresponents autoritzacions, llicències o permisos dels autors o entitats de gestió dels drets de propietat intel·lectual que corresponguin i estar al corrent del pagament de tots els drets derivats de la utilització de textos, imatges, músiques i coreografies necessaris per a les representacions, exonerant el MERCAT DE LES FLORS de qualsevol responsabilitat al respecte.

El MERCAT DE LES FLORS serà responsable de liquidar els drets d'autor derivats de les representacions contractades.

Els drets d'autor per a la coreografia els recapta la SACD.

El MERCAT DE LES FLORS es compromet a pagar els drets d'autor per la música de Jean-Marie Aerts i Meskerem Mees al SABAM/SGAE. Els drets d'autor per la música de Carlos Garbin els recapta la SACD.

Il Cimento:

Coreografia (Anne Teresa De Keersmaecker): recaptats per SACD.

Coreografia (Radouan Mriziga): recaptats per SACD.

Càrrecs per la música (si no és en directe): 300 €/actuació recaptats per Outhere.

Drets d'edició (Asmaa Jama): via SACD.

Amb el SACD, aquests drets es calculen sobre els ingressos bruts o la quota de compra de la producció (per la qual cosa la quota de compra es considerarà la mínima), segons la fórmula més favorable a l'autor o autors.

Els drets d'autor s'han de pagar, com a màxim, 30 dies després de la recepció de la factura.

Eight.- Intellectual property rights

THE ARTIST hereby warrants that it is in possession of the relevant authorisations, licences and/or permits from the authors or intellectual property rights management undertakings and is up to date with the payment of all the rights arising from the use of any texts, images, music and choreographies required for the artistic activity, holding MERCAT DE LES FLORS harmless against any liability in this regard.

The payment of royalties is the responsibility of MERCAT DE LES FLORS.

Royalties for choreography are collected by SACD.

MERCAT DE LES FLORS undertakes to pay the royalties for music for Jean-Marie Aerts and Meskerem Mees to SABAM/SGAE. The royalties for music for Carlos Garbin are collected by SACD.

Il Cimento:

Choreography (Anne Teresa De Keersmaecker): collected by SACD.

Choreography (Radouan Mriziga): collected by SACD.

Royalties for music (if not live): €300/ performance collected by Outhere.

Editing rights (Asmaa Jama): via SACD.

With SACD, these rights are calculated on the gross receipts or the buy-out fee of the production (whereby the buy-out fee will be considered the minimum), according to the formula most favourable to the author(s).

Royalties must be paid, at the latest, 30 days after receipt of the invoice.

Novè Desè.- Assegurances, contractació de personal i riscos laborals

L'ARTISTA es responsabilitzarà de cobrir els riscos sobre els elements de la producció (escenografia, decorat, vestuari, equips, etc) i, a tal efecte, s'encarregarà de contractar les pòlisses d'assegurances adients per tal de cobrir els danys i pèrdues sobre els esmentats elements materials que poguessin produir-se durant el seu transport, emmagatzematge, manipulació i utilització, sempre i quan dits riscos no hagin estat causats per culpa o negligència del personal empleat pel MERCAT DE LES FLORS.

L'ARTISTA tindrà assegurat tot el seu personal (inclòs malaltia, accident i assistència mèdica) i haurà d'acreditar-ho fefaentment quan així se li requereixi per part del MERCAT DE LES FLORS, i a tal efecte, s'encarregarà de contractar les pòlisses adients per tal de cobrir els riscos i danys per responsabilitat civil que pogueren derivar-se de la realització de les representacions, assaigs, muntatge i desmuntatge de l'espectacle, eximint el MERCAT DE LES FLORS de qualsevol reclamació al respecte.

El MERCAT DE LES FLORS, per la seva part, haurà de garantir la cobertura dels riscos i danys per responsabilitat civil que es poguessin derivar de les actuacions del seu personal i del públic assistent, així com del material i instal·lacions del recinte, durant la realització del muntatge, assaigs, representacions i desmuntatge de l'espectacle, a excepció dels riscos esmentats als dos primers paràgrafs d'aquest pacte.

Ambdues parts manifesten que compleixen la Llei 31/1995, de 8 de novembre, de Prevenció de Riscos Laborals, i reglamentació complementària, i seran responsables de la formació i informació dels riscos inherents a la tasca desenvolupada pel personal propi i subcontractat, cas que n'hi hagi.

Nine Ten.- Insurance, hiring staff and occupational Health and safety

ARTIST shall be responsible for covering the risks associated with production elements (set design, scenery, wardrobe, props, etc.) and, to this end, shall be responsible for taking out suitable insurance policies for covering any harm, damage or losses that said elements may cause during their shipping, storage, handling and use, provided that said risks have not been caused by any fault or negligence on the part of MERCAT DE LES FLORS staff.

THE ARTIST shall insure all her staff (including sickness, accident and medical care) and shall provide clear and reliable proof thereof when so required by MERCAT DE LES FLORS and, to this end, shall be responsible for taking out suitable insurance policies to cover any civil liability risks and harm or damage that may arise from the holding of the performances and rehearsals and the set construction and breakdown of and for the artistic activity, holding MERCAT DE LES FLORS harmless against any liability in this regard.

For its part, MERCAT DE LES FLORS must guarantee cover for any civil liability risks and harm/damage that may arise from the actions of its staff and the audience, as well as the venue's materials and facilities, during the carrying out of the artistic activity's set construction, rehearsals, performances and set breakdown, except for the risks set forth in the first two paragraphs of this Clause.

Both parties hereby warrant that they comply with Spain's Law 31/1995, of 8 November, on the Prevention of Occupational Risks, and complementary regulations, and shall be responsible for providing training and information on the risks inherent in the work performed by both employees and subcontracted workers, should there be any.

Onzè.- Vigència

El present contracte serà vigent des del dia de la seva formalització fins al del darrer de les prestacions contractades.

Dotzè.- Resolució, suspensió o no realització de l'espectacle

El present contracte es resoldrà, amb caràcter general, per qualsevol de les causes previstes a la legislació aplicable i en tot cas per les següents:

- Mutu acord de les parts.
- Venciment dels terminis convinguts i acompliment del totalitat de les obligacions de les parts.
- Extinció de la personalitat jurídica de qualsevol de les parts.
- Força major.
- Incompliment del contracte o de la normativa aplicable per qualsevol de les parts.

En cas de resolució del contracte per causa de força major, el contingut d'aquest contracte quedarà sotmès als pactes a què arribin les parts, tenint en compte que si s'haguessin realitzat prestacions abans de produir-se el fet de força major, el MERCAT DE LES FLORS abonarà a L'ARTISTA les despeses derivades d'aquestes.

Sempre i quan sigui possible atenent el calendari del MERCAT DE LES FLORS i la disponibilitat de L'ARTISTA, les dues parts acordaran dates alternatives per a dur a terme les prestacions suspeses. Si això no fos possible, el contracte serà rescindit sense que cap de les parts pugui presentar a l'altra cap reclamació en concepte de danys i perjudicis.

La manca dels permisos necessaris per organitzar l'actuació per compte del MERCAT DE LES FLORS no es considerarà força major.

Adicionalment, la manca de venda d'entrades o problemes d'emplaçament tècnic no es considerarà força major.

Eleven.- Term

This agreement shall remain in force from the date it is entered into until completion of the last of the contracted services.

Twelve.- Termination, suspension and non-performance of artistic activity

In general, this agreement may be terminated due to any of the causes contemplated by applicable legislation and, in all cases, on the following grounds:

- Mutual agreement of the parties.
- Expiration of agreed terms and fulfilment of the obligations of both parties.
- Extinguishment of the legal status of any of the parties.
- Force majeure.
- Noncompliance of the terms of this contract or the applicable regulations by any of the parties.

In case of termination of this agreement due to force majeure, its contents shall be subject to any covenants entered into between the parties, on the understanding that if any services or costs of any kind (including rehearsals) have been provided prior to the force majeure event, MERCAT DE LES FLORS shall pay over to THE ARTIST for those expenses.

Provided that it is possible in accordance with the MERCAT DE LES FLORS calendar and THE ARTIST's availability, the parties shall agree alternative dates for providing the suspended performances. If this is not possible, this agreement shall be terminated with neither party being entitled to submit to the other any claim for financial or other harm or damages.

The lack of necessary permits and/or permissions for organizing the performance on behalf of MERCAT DE LES FLORS will not be considered as force majeure.

Qualsevol de les parts que actuï de manera negligent en el compliment de les obligacions establertes en aquest contracte i, per tant, causi perjudici a l'altra part, serà responsable, facultant la part complidora a exigir la indemnització dels danys i perjudicis causats, la quantificació dels quals s'efectuarà d'acord amb els criteris objectius de responsabilitat establerts a la normativa aplicable a aquests efectes.

En cas de malaltia i/o accident de les persones que hagin d'actuar, L'ARTISTA es compromet a realitzar la representació adaptant-la a les circumstàncies (substituint la persona malalta, modificant l'espectacle, etcètera) i assumint les despeses derivades d'aquesta adaptació. En cas que no fos possible, es compromet igualment a acordar amb el MERCAT DE LES FLORS dates alternatives per a dur a terme les representacions suspeses. En cas de no ser possible, s'aplicarà el règim previst pels casos de força major.

En cas de resolució del contracte per incompliment d'una de les parts, el contracte quedarà automàticament resolt i es procedirà a la indemnització de danys i perjudicis que serà satisfeta per la part culpable, fixada de mutu acord, o subsidiàriament per via judicial.

Tretzè.- Legislació aplicable i jurisdicció

El present contracte està sotmès a la Llei 9/2017, de 8 de novembre, de Contractes del Sector Públic, o normativa administrativa supletòria, pel que fa la seva preparació i adjudicació, i al Dret Privat (legislació civil i mercantil catalana i espanyola vigent) en tot allò relatiu als seus efectes, modificació i resolució. Queda expressament exclosa d'aplicabilitat la legislació laboral.

Additionally, a shortage of ticket sales or problems with technical placement is not considered as force majeure.

Any of the parties that acts negligently in the fulfilment of the obligations established in this Contract and thereby cause damage to the other party, will be hold liable, empowering the complying party to demand compensation for damages caused, whose quantification will be carried out in accordance with the objective criteria of responsibility established in the regulations that are applicable for these purposes.

In the case of sickness and/or accident of any person(s) set to perform, ARTIST undertakes to carry out the performance, adapting it in accordance with the circumstances (replacing the sick person, etc.) and bearing any costs associated with said adaptation. If this proves impossible, she undertakes in all cases to agree with MERCAT DE LES FLORS alternative dates for giving the suspended performances. Should this prove impossible, the system contemplated for cases of force majeure shall apply.

In the case of termination hereof due to breach of contract by one of the parties, this agreement shall be immediately rescinded and the parties shall proceed to the indemnification of any harm or damage by the party in breach, established by mutual agreement or, subsidiarily, by judicial means.

Thirteen.- Applicable law and jurisdiction

This agreement is subject to Spanish Act 9/2017, of 8 November, on Public Sector Contracts, or any supplementary administrative law, with regard to its preparation and awarding, and to private law (applicable Catalan and Spanish civil and commercial law) with regard to everything associated with its effects, modification and termination. Labour law is expressly not applicable.

En cas de discrepància entre les parts pel que fa la interpretació dels termes del present contracte, les parts es sotmeten als Jutjats i Tribunals de la jurisdicció competent de la ciutat de Barcelona.

En cas de discrepància entre el contingut en català i en anglès del present contracte, prevaldrà la versió escrita en llengua catalana.

Catorzè.- Modificació del contracte

Qualsevol modificació del contingut de les clàusules d'aquest Contracte s'haurà de fer necessàriament per escrit i signada per ambdues parts, i s'haurà de reflectir en l'Annex corresponent que s'adherirà a aquest Contracte, mancant de qualsevol vigència fins que no es compleixin aquests requisits.

Annex I – Fitxa artística

EXIT ABOVE AFTER THE TEMPEST:
Coreografia Anne Teresa De Keersmaecker / **Creada amb i ballada per** Abigail Aleksander, Jean Pierre Buré, Lav Crnčević, José Paulo dos Santos, Rafa Galdino (ballada per Feliz Ribot), Carlos Garbin, Nina Godderis, Solal Mariotte, Meskerem Mees, Mariana Miranda, Ariadna Navarrete Valverde, Cintia Sebők, Jacob Storer / **Música** Meskerem Mees, Jean-Marie Aerts, Carlos Garbin / **Interpretació música** Meskerem Mees, Carlos Garbin / **Escenografia** Michel François / **Disseny il·luminació** Max Adams / **Disseny vestuari** Aouatif Boulaich / **Text i lletres** Meskerem Mees, Wannes Gyselinck / **Text obertura** Walter Benjamin Über den Begriff der Geschichte, Thèse IX / **Dramatúrgia** Wannes Gyselinck / **Directors assajos** Cynthia Loemij, Clinton Stringer / **Coordinació artística i planificació** Anne Van Aerschot / **Assistent a la direcció artística** Martine Lange / **Tour manager** Jolijn Talpe / **Director tècnic** Thomas Verachtert / **Tècnics** Jan Balfoort, Thibault Rottiers / **So** Antoine Delagoutte / **Coordinació vestuari** Veerle Van den Wouwer assistida per Els Van Buggenhout i Chiara Mazzarolo / **Rober Ella De Vos** / **Costura** Chiara

In the case of any disagreement between the parties with regard to the terms and conditions hereof, the parties shall submit to the courts and tribunals with the relevant jurisdiction of the city of Barcelona.

In case of any discrepancy between the Catalan and English content of this contract, it will prevail the version written in Catalan.

Fourteen.- Modifications

Any modification of the content of the Clauses in this Contract must be necessarily made in writing and signed by both parties and must be reflected in the corresponding Addendum that will adhere to this Contract, lacking any validity until that these requirements are not met.

Appendix I - Artistic file

EXIT ABOVE AFTER THE TEMPEST:
Coreography Anne Teresa De Keersmaecker / **Created with and danced by** Abigail Aleksander, Jean Pierre Buré, Lav Crnčević, José Paulo dos Santos, Rafa Galdino (danced by Nathan Felix-Rivot), Carlos Garbin, Nina Godderis, Solal Mariotte, Meskerem Mees, Mariana Miranda, Ariadna Navarrete Valverde, Cintia Sebők, Jacob Storer / **Music** Meskerem Mees, Jean-Marie Aerts, Carlos Garbin / **Music Performance** Meskerem Mees, Carlos Garbin / **Schenography** Michel François / **Lights design** Max Adams / **Costume design** Aouatif Boulaich / **Text and lyrics** Meskerem Mees, Wannes Gyselinck / **Opening Text** Walter Benjamin Über den Begriff der Geschichte, Thèse IX / **Dramaturgy** Wannes Gyselinck / **Rehearsal directors** Cynthia Loemij, Clinton Stringer / **Artistic Coordination and Planning** Anne Van Aerschot / **Assistant to the Artistic Director** Martine Lange / **Tour Manager** Jolijn Talpe / **Technical Director** Thomas Verachtert / **Technicians** Jan Balfoort, Thibault Rottiers / **Sound** Antoine Delagoutte / **Costume coordinator** Veerle Van den Wouwer assisted by Els Van Buggenhout and Chiara Mazzarolo /

Mazzarolo, Martha Verleyen / **Director general** Lies Martens / **Distribució** Frans Brood

Producció Rosas / **Coproducció** Concertgebouw Brugge (Bruges), De Munt / La Monnaie (Brussels), Internationaal Theater Amsterdam, Le théâtre Garonne (Toulouse), GIE FONDOC OCCITANIE (Le Parvis Tarbes, Scène nationale ALBI Tarn, Le Cratère Alès, Scène nationale Grand Narbonne, Théâtre Garonne) / **Estrena mundial** 31 de maig de 2023, Théâtre National Wallonie- Bruxelles, Brussels / **Presentada per** Théâtre National Wallonie- Bruxelles, De Munt- La Monnaie, Kaaithheater i Kunstenfestivaldesarts / **Amb el suport** Dance Reflections by Van Cleef & Arpels *Aquesta producció rep el suport de Tax Shelter del Govern Federal Belga en col·laboració amb Casa Kafka Pictures. Rosas rep el suport del Flemish Community i de Flemish Community Commission (VGC).*

IL CIMENTO DELL'ARMONIA E DELL'INVENTIONE: Coreografia Anne Teresa De Keersmaecker, Radouan Mriziga / **Creada i ballada per** Boštjan Antončič, Nassim Baddag, Lav Crnčević, José Paulo dos Santos / **Música** Antonio Vivaldi, Le quattro stagioni / **Grabació** Amandine Beyer, Gli Incogniti. Alpha Classics/Outhere Music 2015 / **Anàlisi musical** Amandine Beyer / **Poemes** Asmaa Jama, 'We, the salvage' Antonio Vivaldi, 'Le quattro stagioni' / **Escenografia i disseny il·luminació** Anne Teresa De Keersmaecker, Radouan Mriziga / **Disseny vestuari** Aouatif Boulaich / **Director assajos** Eleni Ellada Damianou / **Assistent al director artístic** Martine Lange / **Coordinació artística i planificació** Anne Van Aerschot / **Tour Manager** Emma Hermans / **Director tècnic** Thomas Verachtert / **Tècnics** Jan Balfoort, Thibault Rottiers / **Coordinador vestuari** Alexandra Verschuere assistida per Chiara Mazzarolo i Els Van Buggenhout / **Rober** Ella De Vos / **Director general** Lies Martens / **Distribució** Frans Brood Productions

Wardrobe Ella De Vos / **Sewing** Chiara Mazzarolo, Martha Verleyen / **Managing Director** Lies Martens / **Distribution** Frans Brood Productions

Production Rosas / **Coproduction** Concertgebouw Brugge (Bruges), De Munt / La Monnaie (Brussels), Internationaal Theater Amsterdam, Le théâtre Garonne (Toulouse), GIE FONDOC OCCITANIE (Le Parvis Tarbes, Scène nationale ALBI Tarn, Le Cratère Alès, Scène nationale Grand Narbonne, Théâtre Garonne) / **World Premiere** May 31, 2023, Théâtre National Wallonie- Bruxelles, presented by Théâtre National Wallonie- Bruxelles, De Munt/ La Monnaie, Kaaithheater and Kunstenfestivaldesarts / **With the support of** Dance Reflections by Van Cleef & Arpels *This production is realized with the support of the Tax Shelter of the Belgian Federal Government, in collaboration with Casa Kafka Pictures. Rosas is supported by the Flemish Community and the Flemish Community Commission (VGC).*

IL CIMENTO DELL'ARMONIA E DELL'INVENTIONE: Choreography Anne Teresa De Keersmaecker, Radouan Mriziga / **Created with and Danced by** Boštjan Antončič, Nassim Baddag, Lav Crnčević, José Paulo dos Santos / **Music** Antonio Vivaldi, Le quattro stagioni / **Recording** Amandine Beyer, Gli Incogniti. Alpha Classics/Outhere Music 2015. **Musical Analysis** Amandine Beyer / **Poems** Asmaa Jama, 'We, the salvage' Antonio Vivaldi, 'Le quattro stagioni' / **Set and Light Design** Anne Teresa De Keersmaecker, Radouan Mriziga / **Costume Design** Aouatif Boulaich / **Rehearsal Director** Eleni Ellada Damianou / **Assistant to the Artistic Director** Martine Lange / **Artistic Coordination and Planning** Anne Van Aerschot / **Tour Manager** Emma Hermans / **Technical Director** Thomas Verachtert / **Technicians** Jan Balfoort, Thibault Rottiers / **Costume Coördinator** Alexandra Verschuere assisted by Chiara Mazzarolo and Els Van Buggenhout / **Wardrobe** Ella De Vos / **Managing Director** Lies Martens / **Distribution** Frans Brood Productions

Producció Rosas / **Coproducció**

Berliner Festspiele, Charleroi danse – centre chorégraphique de Wallonie-Bruxelles, Concertgebouw Brugge (Bruges), De Munt/La Monnaie (Brussel·les), Festival d'Automne à Paris, Festival de Marseille, ImPulsTanz (Vienna), Sadler's Wells (Londres), Théâtre de la Ville-Paris / **Estrena** 11 maig 2024, Rosas Performance Space presentada per De Munt/La Monnaie, Kaaithheater i Kunstenfestivaldesarts / **Amb el suport** Dance Reflections by Van Cleef & Arpels Aquesta producció rep el suport de Tax Shelter del Govern Federal Belga en col·laboració amb Casa Kafka Pictures.

Rosas rep el suport del Flemish Community i de Flemish Community Commission (VGC).

Annex II – Fitxa tècnica

Veure documents adjunts.

Annex III – Llista de contactes

Directora general – Àngels Margarit (amargarit@mercatflors.cat)
Programació – Marc Olivé (molive@mercatflors.cat)
Contractes i administració – Francesc Pérez (fperez@mercatflors.cat)
Finances i facturació – Montse Fillo (mfillo@mercatflors.cat)
Premsa – Mercè Ros (mros@mercatflors.cat)
Relacions públiques i entrades – Mireia Masó (mireiamaso@mercatflors.cat)
Producció executiva – Mariona Garcia (mgarcia@mercatflors.cat)
Director tècnic – Pere Milan (pmilan@mercatflors.cat)

També ens podeu trobar al telèfon +34.93.256.26.00 i a les oficines del Mercat de les Flors, al carrer de Lleida 59, 08004 de Barcelona.

Production Rosas / **Co-Production**

Berliner Festspiele, Charleroi danse – centre chorégraphique de Wallonie-Bruxelles, Concertgebouw Brugge (Bruges), De Munt/La Monnaie (Brussel, Bruxelles, Brussels), Festival d'Automne à Paris, Festival de Marseille, ImPulsTanz (Wenen, Vienne, Vienna), Sadler's Wells (Londen, Londres, London), Théâtre de la Ville-Paris / **Premiere** 11 mei 2024 / 11 mai 2024 / May 11, 2024, Rosas Performance Space, gepresenteerd door / présenté par / presented by De Munt/La Monnaie, Kaaithheater and Kunstenfestivaldesarts / **With the support of** Dance Reflections by Van Cleef & Arpels This production is realized with the support of the Tax Shelter of the Belgian Federal Government, in collaboration with Casa Kafka Pictures.

Rosas is supported by the Flemish Community and the Flemish Community Commission (VGC).

Appendix II - Technical rider

See attached documents.

Appendix III - Contact list

General Director – Angels Margarit (amargarit@mercatflors.cat)
Programmer and curator (molive@mercatflors.cat)
Contracts and administration – Francesc Pérez (fperez@mercatflors.cat)
Finance and accountability – Montse Fillo (mfillo@mercatflors.cat)
Press – Mercè Ros (mros@mercatflors.cat)
PR and tickets – Mireia Masó (mireiamaso@mercatflors.cat)
Executive Production – Mariona Garcia (mgarcia@mercatflors.cat)
Technical manager – Pere Milan (pmilan@mercatflors.cat)

Our offices are based in Barcelona, at Mercat de les Flors theatre, in C/Lleida 59, 08004 and you can reach us by phone at +34.93.256.26.00.

I en prova de conformitat i acceptació,
les dues parts signen aquest document
al lloc i data recollits a la signatura
electrònica.

IN WITNESS WHEREOF, the two parties
sign this document in the place and on
the date set forth in the electronic
signatures.

CONSORCI MERCAT DE LES FLORS
Àngels Margarit Viñals



REPRESENTING THE ARTIST
Lies Martens

PROVISIONAL TECHNICAL RIDER
EXIT ABOVE - AFTER THE TEMPEST
ROSAS / ATDK / Meskerem Mees
Updated 06.06.2023



1. CONTACT

TECHNICAL DIRECTOR:

Freek Boey - td@rosas.be - +32 (0)2 344 55 98

LIVE SOUND MIXER:

Alexandre FOSTIER – alexfoitier@mac.com - +32 477 39 02 85

TOUR MANAGER:

tourmanagement@rosas.be - +32 (0)2 340 16 45

HEAD OF WARDROBE:

wardrobe@rosas.be - +32 (0)2 344 55 98

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This document is an integral part of the contract and should be read carefully. It outlines the most ideal environment for staging a performance of Rosas. We do request that any additions or variations to these specifications need to be discussed with Rosas. This rider is suitable for performances staged in a theatre space.

3. DOCUMENTATION

• **THEATRE PROVIDES**

Rosas requests that all up to date technical documentation for the proposed venue is emailed to the technical director at the earliest possible time. Scale drawings and plans are to be provided. The preferred file format is .DWG. Please send along accompanying .PDF files with a scale bar.

- a. Architectural drawings including section and plan views
- b. Seating Plan
- c. Stage Plan
- d. Pictures of:
 - 1. The empty stage
 - 2. The stage floor
 - 3. The back wall
 - 4. The side walls
- e. Rigging points
- f. Standard Hanging Plot
- g. Inventory of Lighting Equipment
- h. Inventory of Audio Equipment
- i. Regulations (noise levels, fire codes, curfews etc.)
- j. Venue Contact Details

• **GENERAL INFORMATION**

The production consists of 1 integral piece. Total duration: +/- 1h30, there is no possibility for an encore. It is performed by 11 dancers and 2 musician/dancers, a total of 13 performers

4. PERFORMANCE SCHEDULE

DAY 1:

- Load in
- Set up scenery, light, sound
- Sound check & focus lights
- Rehearsal in the evening

DAY 2:

- Technical corrections
- Rehearsal on stage
- Performance
- Load out

A venue specific work schedule will be provided.

5. CREW & STAFFING

• THEATRE PROVIDES

LOAD IN/OUT CREW

- 2 x qualified lighting technicians who are familiar with the lighting equipment and the venue
- 2 x sound technicians who are familiar with the sound equipment and the venue
- 2 x stage technician who are familiar with the venue
- 2 x stagehands if the (un)loading of the truck cannot be done by the technicians
- 1 x flymen if necessary
- 1 x video technician who is familiar with the venue
- 1 x wardrobe technician who is familiar with the venue

SHOW CREW

- 1 x qualified lighting technician who is familiar with the lighting equipment and the venue
- 1 x sound technician who is familiar with the sound equipment and the venue
- 1 x stage technician who is familiar with the venue
- 1 x video technician who is familiar with the venue
- 1 x wardrobe technician who is familiar with the venue

At least one member of each team must be fluent in Dutch, French or English. If this is not the case an interpreter has to be added to each team.

We need the stage to be very clean and tidy, please reserve the necessary time to clean up the stage **before our arrival**. We need to know in advance if your house rules or union rules do not allow these tasks to be performed by the local house technicians. In that case you have to provide the necessary alternative people who can do this type of job.

- **ROSAS PROVIDES**

- 1x light technician
 - 1x sound technician
 - 1x stage technician
 - 1x wardrobe technician

6. SEATING & ORCHESTRA PIT

Rosas spends great care on the quality of the comfort for the audience.

Please do not put the orchestra pit on sale without our explicit permission, we will use it on stage level if flooring of pit and stage are equal.

Please warn us if there is a difference in flooring. The choice of how we will build up our set in your theatre will depend on the preparation drawings of the stage and the audience areas.

Please indicate if you have experience with certain bad audience seats for sight lines.

After we have drawn our set into your plan, our artistic director will make the final decision on how to position the set. After that we can decide for the orchestra pit and for **blocking the necessary audience seat** as regards to sight lines.

7. LOAD IN AND SET UP

The standard set up time for this performance is approximately 8 hours. **Exclusive access to the stage is required during this time.**

All irrelevant equipment: Stage towers, acoustic panels, acoustic towers, cabinets, lighting stock or anything else has to be removed before our arrival.

8. LOAD OUT

The load out takes place immediately after the last performance. The standard load-out time for this performance is approximately 1,5 hours, depending on the conditions

9. STAGING

• DIMENSIONS

- a. Minimal stage depth: 16m
- b. Minimal free stage width: 16m
- c. Minimal free stage height: 10m
- d. Minimal portal width: 14m
- e. Minimal portal height: 8m

Other dimensions are subject to discussion and may cause extra build and/or rehearsal time.

• THEATRE PROVIDES

- a. A completely empty and clean stage, free of legs and borders
- b. Air-conditioning can be switched off so that no air currents will be active.
- c. The necessary fly bars or rigging to hang both set and lights
- d. All legs and borders should be removed as we are NOT using them unless specifically stated otherwise.

Please provide pictures of the possible back wall situations of your theatre (gate, wall, fixed curtains...) so we can decide how the back view should be. We will ask very specific action to make sure that the back view integrates perfectly within the performance. Please provide pictures of all the walls and corners of the stage, so we can see in advance any mismatches with our set and propose well in advance what the best solution can be.

• ROSAS PROVIDES

- h. A Black Marley dance floor, 10 rolls from 1.6m by 15m covering the area proscenium opening x stage depth, starting from the stage border. The dance floor might pass under the fire curtain. The Marley is placed vertically. In the case that our Marley is not covering the entire width and depth of the stage it will need to be supplemented with extra black Marley from the venue and place.
- i. A feather silk – fire retardant fabric (10m x 8m) is to be hung on a flybar reflecting light and moving thanks to a wind machine. (see picture on front page)
- j. 1x Bluemax Ventilator (wind machine) + 1 x spare
- k. 1 x Showtex Kabuki system (six units)

The fire retardant Feather Silk fabric will hang from the Kabuki system that will be rigged to a fly bar. The flybar will be moving during the performance. The fabric will be released from the kabuki once the fly bar is at its high mark.

10. LIGHTING

THEATRE PROVIDES

Control

- a. A clean DMX-512 connection and DMX cable:
 - From Rosas lighting board to theatre house dimmers.
 - From Rosas lighting board to the auditorium dimmers, if different.
 - To each of the Rosas fixtures
 - If DMX is sent over ethernet please provide the required network and protocol settings at the start of the load in. Rosas accepts Artnet (I & II) and sACN (draft and final)

Fixtures

The only light we use is the work-lights and the house lights.

The work and house light are integrated in the light design and the functioning is of great importance for the light design. Please provide us with all the specifications and pictures of the working house and work-lights at the earliest possible time. Make sure that the pictures have been taken in a completely empty theatre.

ROSAS PROVIDES

Fixtures

- a. 3 x Sola Frame 1000
- b. 1 x Ayrton K25 TC Wildsun + 1 x spare
- c. 4 x Bega + ballast + 2 spare
- d. 2 x HMI Par
- e. 1 x Martin Atomic strobe light + 1 x spare
- f. 3 x ADB ACP 1000W on floor + 1 x spare

Control

- a. GrandMA2 onPC Command wing and computer

All our equipment uses **220V / 50Hz** and is wired with European continental SCHUKO 16A plugs. For any other kind of power or wiring with local plug, the theatre must provide the necessary number of converters from the local standard to either SCHUKO or CEE 16A.

11. INSTRUMENTS

The performance consists of 2 musicians (1 guitar player, 1 singer / saxophone player). The musicians bring their own instruments.

Rosas Provides:

- a. 2 x electric guitars
- b. 2 x acoustic guitar
- c. 1 x guitar amplifier
- d. 1 x Alt Sax



12. SOUND

All issues concerning sound setup and sound equipment have to be discussed in advance with Alexandre Fostier, our freelance sound engineer on tour. His coordinates are to be found at the start of this rider.

The sound mixing area will be positioned in the central axis of the auditorium and should not be placed under a balcony. The sound booth requires between 2 & 3 meter width, a table has to be provided by the theatre for the mixing console and the peripherals. Due to the size of some cases, seats will be removed at the mixer position by the theatre providing the additional necessary space.

THEATRE PROVIDES

Control

- a. Access to the DANTE network for recording rehearsals and concerts in multitrack.
- b. 1x reverb artificial BRICASTI or equivalent

PA System

- a. A good quality FOH system with full coverage of the venue
- b. Surround system with full covering of the venue

Monitors

- a. 2 speakers, hanging on flybars above the stage
- b. 4 monitors on stand in the corners of the stage

Microphones

- a. 3x HF transmitter receivers, and two spare
- b. the connectors between microphone and receivers
- c. 1x handheld wireless cardioid microphone + 1 spare
- d. 1x Shure SM57 + small stand for micing the guitar amp
- e. 1x DPA 4060 black
- f. 3x DPA d:vote 4099
- g. 1x DI + spare
- h. XLR cables to get from stage right to the stagebox

Communication

- a. Full duplex intercom with at least 4 wireless headsets (sound, light, stage left, stage right)

ROSAS PROVIDES

- a. Midas M32 mixing desk with Dante card
- b. audio computer

13. VIDEO

We will need a strong Front of house projector 12.000 ansi DLP or Laser for the projection of surtitles on the back wall of the stage. The booth from where the cueing will be done needs to be on the side stage.

THEATRE PROVIDES

- a. PANASONIC PT-RZ120 projector or similar
- b. Necessary optic for a 8m x 4,5m image on the back wall
- c. Ethernet connection from the projector to the control booth
- d. HDMI or SDI cable from the projector to the control booth
- e. 2 x screen for the booth
- f. 1 x audio return from the foh
- g. an intercom system to the dressing rooms at the video booth



ROSAS PROVIDES

- a. Video computer
- b. HDMI splitter

14. SPECIAL EFFECTS

A fire retardant Feather Silk fabric will hang from a Kabuki system that will be rigged to a fly bar. The flybar will be moving during the performance. The fabric will be released from the kabuki once the fly bar is at its high mark.

We use a smoke machine. attention for the fire alarm system! Please also inform us of any ventilation systems that cannot be switched off.

At the end of the performance we use small amounts of flash paper to create small fire effects. Please inform us in case of specific regulations.

ROSAS PROVIDES

- a. 1 x Bluemax ventilator
- b. 1 x Look Solutions Viper 2.6 dmx smoke machine
- c. Small amount of flash paper

15. REHEARSAL STUDIO

The studio needs to be a minimum of 12m x 12m, with a ceiling height of more than 3m. The space should be temperature controlled and located in close proximity to the performance stage. In case the studio is elsewhere, please let us know, the theatre will have to organise the necessary transport.

The studio should be equipped with a sound system.

When rehearsals can take place on stage no studio is required.

16. FREIGHT, DELIVERY AND STORAGE

Our equipment will be sent in a small truck (7,20m), we need a good parking space and the necessary parking permit to park the truck through our stay.

THEATRE PROVIDES

- a. The necessary people and equipment to load and unload the truck.
- b. A storage space for empty cases close to the stage.

17. DRESSING ROOMS, WARDROBE AND PRODUCTION OFFICE

THEATRE PROVIDES

Dressing rooms

- a. Adequate dressing room facilities for 11 dancers and 2 musicians including mirrors, tables, chairs and sufficient lighting
- b. Dressing rooms should be secure and lockable
- c. 1 large, 1 small towel per person per day
- d. General power outlets
- e. Access to a toilet and a shower backstage
- f. 2 litres of flat mineral water per person per day
- g. Access to a freezer and ice
- h. A quiet separate room for massages

Wardrobe

- a. Two washing machines and two dryers
- b. Two irons and ironing boards
- c. 4 clothing racks for costumes
- d. 1 dressing assistant

Production office & Hospitality

Please provide a secure **production office** with a **wireless Internet** connection as close as possible to the stage.

Complimentary healthy snacks and beverages should be available to the Rosas crew for the duration of load-in, rehearsals and performances and load out.

Rosas
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mail@rosas.be

www.rosas.be
BE 0431.663.856

TECHNICAL RIDER

IL CIMENTO DELL'ARMONIA E DELL'INVENTIONE

ROSAS / A7LA5

Updated 23.11.2024



1. CONTACT

TECHNICAL DIRECTOR:

Thomas Verachtert-
td@rosas.be - +32 (0)2 344 55 98

TOUR MANAGER:

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This document is an integral part of the contract and should be read carefully. It outlines the most ideal environment for staging a performance of Rosas. We do request that any additions or variations to these specifications need to be discussed with Rosas. This rider is suitable for performances staged in a theatre space.

3. DOCUMENTATION

• **THEATRE PROVIDES**

Rosas requests that all up to date technical documentation for the proposed venue is emailed to the technical director at the earliest possible time. Scale drawings and plans are to be provided. The preferred file format is .DWG. Please send along accompanying .PDF files with a scale bar.

- Architectural drawings including section and plan views
- Seating Plan
- Stage Plan
- Pictures of:
 - The empty stage
 - The stage floor
 - The back wall
 - The side walls
- Rigging points
- Standard Hanging Plot
- Inventory of Lighting Equipment
- Inventory of Audio Equipment
- Regulations (noise levels, fire codes, curfews etc.)
- Venue Contact Details

• **GENERAL INFORMATION**

The production consists of 1 integral piece.

Total duration: +/- 1h30, there is no possibility for an encore. It is performed by 4 performers.

4. PERFORMANCE SCHEDULE

DAY 1:

Morning:

- Load in
- Set up scenery, light, sound

Afternoon:

- continue set up & focus lights

Evening:

- Rehearsal on stage

DAY 2:

Morning:

- Technical corrections

Afternoon:

- Rehearsal on stage

Evening

- Performance
- Load out

A venue specific work schedule will be provided.

5. CREW & STAFFING

• THEATRE PROVIDES

LOAD IN/OUT CREW

- 2 x qualified lighting technicians who are familiar with the lighting equipment and the venue
- 1 x sound technicians who is familiar with the sound equipment and the venue
- 2 x stage technician who are familiar with the venue
- 2 x stagehands if the (un)loading of the truck cannot be done by the technicians
- 1 x flymen
- 1 x video technician who is familiar with the venue
- 1 x wardrobe technician who is familiar with the venue

SHOW CREW

- 1 x qualified lighting technician who is familiar with the lighting equipment and the venue
- 1 x sound technician who is familiar with the sound equipment and the venue
- 2 x stage technician who is familiar with the venue
- 1 x flymen
- 1 x video technician who is familiar with the venue
- 1 x wardrobe technician who is familiar with the venue

At least one member of each team must be fluent in Dutch, French or English. If this is not the case an interpreter has to be added to each team.

We need the stage to be very clean and tidy, please reserve the necessary time to clean up the stage **before our arrival**. We need to know in advance if your house rules or union rules do not allow these tasks to be performed by the local house technicians. In that case you have to provide the necessary alternative people who can do this type of job.

- **ROSAS PROVIDES**

1x light technician

1x stage/sound technician

6. SEATING & ORCHESTRA PIT

Rosas spends great care on the quality of the comfort for the audience.

Please do not put the orchestra pit on sale without our explicit permission, we will use it on stage level if flooring of pit and stage are equal.

Please warn us if there is a difference in flooring. The choice of how we will build up our set in your theatre will depend on the preparation drawings of the stage and the audience areas.

Please indicate if you have experience with certain bad audience seats for sight lines.

After we have drawn our set into your plan, our artistic director will make the final decision on how to position the set. After that we can decide for the orchestra pit and for **blocking the necessary audience seat** as regards to sight lines.

7. LOAD IN AND SET UP

The standard set up time for this performance is approximately 8 hours. **Exclusive access to the stage is required during this time.**

All irrelevant equipment: Stage towers, acoustic panels, acoustic towers, cabinets, lighting stock or anything else has to be removed before our arrival.

8. LOAD OUT

The load out takes place immediately after the last performance. The standard load-out time for this performance is approximately 1,5 hours, depending on the conditions

9. STAGING

The Performance is set in an open stage unless discussed otherwise.

Please remove all curtains and equipment before the arrival of the Rosas crew.

• DIMENSIONS

- Minimal stage depth: 12m
- Minimal free stage width: 12m
- Minimal free stage height: 8m
 - ideal free stage height: 10m
- Minimal portal width: 11m
- Minimal portal height: 7m

Other dimensions are subject to discussion and may cause extra build and/or rehearsal time.
The performance can be set on a raked stage.

• THEATRE PROVIDES

- Air-conditioning can be switched off so that no air current will be active.
- The necessary fly bars in place according to the plot to hang both set and light.
- Two black trusses (10m each) and rigging materials to underrig the stage left and right neon lights. These underrigged trusses should have a height of 8m, the actual flybars should be minimum 10m if the installation allows this.
- A completely empty and clean stage, free of legs and borders
- All legs and borders should be removed beforehand as we are NOT using them unless specifically stated otherwise.
- Black Marley, covering the whole stage. Side to side.

• ROSAS PROVIDES

- A white marley dance floor
- White backdrop

10. LIGHTING

THEATRE PROVIDES

Control

- A clean DMX-512 connection and DMX cable:
 - From Rosas lighting board to theatre house dimmers.
 - From Rosas lighting board to the auditorium dimmers, if different.
 - To each of the Rosas fixtures
 - If DMX is sent over ethernet please provide the required network and protocol settings at the start of the load in. Rosas accepts Artnet (I & II) and sACN (draft and final)

Fixtures

Working lights

Power supply

- 3x 230v 16amp at the back of the stage to connect the neon dimmers.
- 8x switchpack 16amp to all the sox lights.
- 1x 5kw dimline in the frontbridge

ROSAS PROVIDES

Control

- GrandMA2 onPC Command wing and computer

All our equipment uses **220V / 50Hz** and is wired with European continental SCHUKO 16A plugs. For any other kind of power or wiring with local plug, the theatre must provide the necessary number of converters from the local standard to either SCHUKO or CEE 16A.

Fixtures

- 6x etc Daylight profile
- 4x Ayrton Ghibli
- 1x 5kw fresnel
- 8x Sox light
- 67x Neon tube lights
- 3x Neon dimmer

11. SOUND

The sound mixing area width will be positioned in the central axe of the auditorium and should not be placed under a balcony. The sound booth requires between 2 & 3 meter width, a table has to be provided by the theatre for the mixing console and the peripherals. Due to the size of some cases, seats will be removed at the mixer position by the theatre providing the additional necessary space.

THEATRE PROVIDES

Control

- A good quality digital mixing desk

PA System

- A good quality FOH system with full coverage of the venue

Monitors

- 2 monitors in the upstage corners

Communication

- Full duplex intercom with at least 4 wireless headsets (light, stagemanager, dresser, house stage manager)

ROSAS PROVIDES

- audio computer
- USB-out
- (Sound Card Jack or XLR out)

12. VIDEO

We will need a strong Front of house projector, ideally 15.000 ansi DLP or Laser for the projection of titles on the back wall of the stage.

THEATRE PROVIDES

- 15K DLP UHD Projector
- Necessary optic for a 11m x 6m image on the back wall
- Ethernet connection from the projector to the control booth
- HDMI or SDI cable from the projector to the control booth
- Shutter

ROSAS PROVIDES

- Video computer

● 13. REHEARSAL STUDIO

The studio needs to be a minimum of 12m x 12m, with a ceiling height of more than 3m. The space should be temperature controlled and located in close proximity to the performance stage. In case the studio is elsewhere, please let us know, the theatre will have to organise the necessary transport.

The studio should be equipped with a sound system.

When rehearsals can take place on stage no studio is required.

14. FREIGHT, DELIVERY AND STORAGE

Our equipment will be sent in a small truck (9,20m)

THEATRE PROVIDES

- The necessary people and equipment to load and unload the truck.
- A storage space for empty cases close to the stage.
- Secure parking space throughout our stay
- permit

15. DRESSING ROOMS, WARDROBE AND PRODUCTION OFFICE

THEATRE PROVIDES

Dressing rooms

- Adequate dressing room facilities for 5 performers including mirrors, tables, chairs and sufficient lighting
- Dressing rooms should be secure and lockable
- 1 large, 1 small towel per person per day
- General power outlets
- Access to a toilet and a shower backstage
- 2 litres of flat mineral water per person per day
- Access to a freezer and ice
- A quiet separate room for massages
- A room for the wardrobe team to install themselves not too far from the dressing rooms / loges dancers

Wardrobe

- a washing machines and dryers
- 2 irons and ironing boards
- garment steamer
- 4 clothing racks for costumes
- 2 drying racks
- 1 dressing assistant

Production office & Hospitality

Please provide a secure **production office** with a **wireless Internet** connection as close as possible to the stage.

Complimentary healthy snacks and beverages should be available to the Rosas crew for the duration of load-in, rehearsals and performances and load out.

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