

# COOPERATION AGREEMENT

This document, together with the Attachments, should be studied carefully before it is signed. Should there be any questions or uncertainties about any part of the Agreement, you should contact the NTO prior to signing.

Any amendments to this Agreement AFTER signing, must be in writing. Such amendments must be attached as Annexures to the original Agreement.

This Agreement is the ONLY Agreement between the parties. No verbal undertakings or guarantees which fall outside the parameters of this Agreement will be ratified or confirmed. No verbal undertakings or guarantees will be binding on either of the parties.

The Annexures to this Agreement, together with all additional documentation provided by the NTO, form an integral part of the Agreement and should be read as part of the Agreement.



[Initial here]

[Initial here]

[Initial here]

[Initial here]



## COOPERATION AGREEMENT

*Entered into by and between*

**NATIONAL THEATRE ORGANISATION**

**(hereinafter referred to as the NTO)**

**CONFIDENTIAL**  
*and*

---

**(hereinafter referred to as the PARTNER)**

### PURPOSE OF AGREEMENT

The purpose of this Agreement is to formalise the cooperation arrangements between the **NTO** and the **PARTNER**. The Agreement provides the framework for an informal partnership in terms of which the proceeds from a performance, to be presented by the **NTO**, will be shared between the Parties on a 25/75 basis, provided that both Parties adhere to the specific terms and conditions of this Agreement.

[Initial here]

[Initial here]

[Initial here]

[Initial here]

### **Specific PARTNER duties**

In terms of this Agreement, the Partner accepts full responsibility for the following:

- a) Securing a venue which complies with the specifications supplied the NTO; Verkryging van 'n saal wat aan die NTO se spesifikasies voldoen;  
**(See ANNEXURE A for these specifications and please complete ANNEXURE B)**
- b) Arranging hotel or guest house accommodation for \_\_\_\_\_ people; \_\_\_\_\_ male and \_\_\_\_\_ female for ONE night;
- c) Marketing and publicising the performance;
- d) The sale of the minimum number of tickets for the performance;
- e) Arranging refreshments to be sold at the performance – income for your account;
- f) Providing front-of-house staff at the performance;
- g) Responsible for the unlocking and locking of the venue and ensuring that the venue is in an acceptable, clean condition;
- h) If required, the procurement of one or two sponsors to contribute towards the performance, either in cash or in kind. This may include the sponsoring of free tickets so that disadvantaged individuals may also attend the performance. Recognition will be given to the sponsor in the form of a programme insert.

### **Specific NTO duties**

In terms of this Agreement, the NTO accepts full responsibility for the following :

- a) The provision of a quality stage production to be presented in the venue selected and secured by the Partner in each town;
- b) The provision of all scenery, costumes, props, lighting and sound equipment in order to ensure a professional performance;
- c) The provision of all posters, flyers, tickets and other promotional material needed to ensure a successful marketing and publicity campaign;
- d) Payment of all artists and stage staff;
- e) Payment of advertisements in local newspapers within the limits of a predetermined budget;
- f) Ensuring that the cast and crew arrive on time for the performance;
- g) Assurance that the hall will be left in the same condition it was prior to the cast and crew moving in;
- h) Payment of the Partner's 25% commission (only in cases where the Partner had not deducted the commission prior to paying funds to the NTO).

[Initial here]

[Initial here]

[Initial here]

[Initial here]

## **FINANCIAL ARRANGEMENTS**

**The standard adult ticket price is R120 per ticket. A minimum of 120 tickets at R120 each must be sold for each performance in order to make the performance financially viable for both Parties. Tickets sold to children under 14 and senior citizens at R80 each should be viewed as additional sales and SEPARATE from the original 120 minimum.**

Proceeds from ticket sales will be split between the Parties as follows :

**25% to the PARTNER**

**75% to the NTO**

**100% of refreshments sales to the PARTNER**

The Partner undertakes to provide daily feedback to NTO once ticket sales commence. All monies received must be deposited into the NTO bank account on EVERY Friday and proof of the deposit must be sent to the NTO before 16:00 each Friday. Such proof of payment may be send via email, fax or bank sms.

The NTO will provide all required documentations for completion by the Partner, including the weekly Reconciliation Statement.

Before deposit of any funds on the NTO account, the Partner should deduct the 25% commission in terms of this Agreement. The relevant amount must be entered onto the Reconciliation Statement. Once final payment is made to the NTO, it will be assumed that all commission amount have been deducted and there will be no amounts due to the Partner by the NTO.

[Initial here]

[Initial here]

[Initial here]

[Initial here]

**CONTACT DETAILS**

**The NTO's contact details are as follows :**

**Tel :** 021 023 1821

**Email:** [info@toneel.xyz](mailto:info@toneel.xyz) : General enquiries

[dorpe@toneel.xyz](mailto:dorpe@toneel.xyz) : Specific tour enquiries

**24 hour cell:** 079 464 4139

**Address :** NTO

67 on Hugo

Vrijzee

7460

**Website :** [www.toneel.xyz](http://www.toneel.xyz)

**The PARTNER's contact details are as follows :**

**Tel :** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**24 hour cell:** \_\_\_\_\_

**Delivery address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Website:** \_\_\_\_\_

The above contact details are to be used for all correspondence and communication between the Partner and the NTO. Any changes to these details must be confirmed in writing between the Parties.

[Initial here]

[Initial here]

[Initial here]

[Initial here]

**BANKING DETAILS**

The NTO's banking details are as follows:

**NEDBANK**

**Account name** : **NTO**

**N1 City branch**

**Number** : **121 646 9296**

**Cheque account**

**INDEMNITY AND LIMITATION OF LIABILITY**

The NTO indemnifies the Partner against any and all liability regarding the production, the artists, the crew, scenery, costumes and technical equipment. The NTO has sufficient insurance cover for all elements of the production.

The NTO's liability regarding ticket sales, venue arrangements and sale of refreshments is limited as outlined in this Agreement.

The Partner's financial liability is restricted to the receipt and deposit of all monies received for tickets, minus the allowed 25% commission. Such payments are to be made in strict accordance with the terms and conditions of this Agreement or any amendment thereto.

The Partner is indemnified against any and all claims which may arise in the event that a performance is cancelled by the NTO. In such instances, all monies received will be repaid to ticket holders or the Partner.

The NTO is indemnified against any claim/s which may arise as a result of any undertakings, promises or contracts entered into by the Partner without the specific written permission of the NTO. It is placed on record that the Partner has no legal right to bind the NTO to any agreement without the NTO agreeing to it in writing.

The NTO accepts no responsibility for any keys and/or locks at the venue where the performance is to take place. Furthermore, the NTO accepts no responsibility and/or liability for any furniture / equipment / vehicles / tools which may be in or around the venue where the performance is to take place. The Partner is responsible for unlocking and locking of the venue as well as for the safekeeping of any and all locks and keys of the venue.

[Initial here]

[Initial here]

[Initial here]

[Initial here]

THUS DONE AND SIGNED AT \_\_\_\_\_ on this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

FOR NTO

FULL NAME AND ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE PARTNER

FULL NAME AND ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONFIDENTIAL

WITNESS 1

WITNESS 2

NAME

NAME

\_\_\_\_\_

\_\_\_\_\_