

# Individual Fee Contract for Foreign Artists

**(Please note: If the artist is registered with a domestic tax office, use the model 'Individual Fee Contract for Domestic Artists')**

**This agreement is between ('Principal')**

.....  
(Name of the ecclesiastical body)

.....  
(Address of the ecclesiastical body)

.....  
(Telephone / Fax / Email)

**and Mr / Ms / Ensemble ('Supplier')**

.....  
(Name of the artist)

.....  
(Address of the artist)

.....  
(Telephone / Fax / Email of the artist)

.....  
**(Tax office, tax number, or value added tax identification number (VAT ID) of the artist for the independent activity – this must be filled out if the Supplier is an entrepreneur)**

**The agreed remuneration must be transferred into the following account:**

.....  
(Account holder)

.....  
(Financial institution)

.....  
(BIC)

.....  
(IBAN)

- 1) **The parties agree as follows: (Please enter the following information: detailed description of the service / when and where the service will be rendered / What qualifications does the Principal require for performing the assignment?)**

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.....

2) **The Principal shall pay the Supplier a fee** amounting to: ..... €

**Travel costs (ancillary costs) will be refunded by agreement:**

The fee covers work tools, work equipment, and travel and accommodation costs.

Necessary travel costs will also be refunded in accordance with the travel cost regulations of the Evangelical Church in Central Germany (*Evangelische Kirche in Mitteldeutschland, EKM*). Any additional remuneration or payment is excluded.

- Travel expenses: km driven: ..... amounting to: ..... €

- Accommodation expenses: ..... amounting to: ..... €

**Total fee:** ..... amounting to: ..... €

3) **VAT clause: (Please tick what applies!)**

The Supplier is registered with a foreign tax office:

**As a general rule, a proper invoice for the service must always be issued in addition to this fee agreement. This fee agreement does not suffice as a receipt.**

The Supplier, who is an entrepreneur in their country, lives outside Germany. This means their service is subject to the reverse charge procedure as per § 13b of the German VAT ACT (*Umsatzsteuergesetz, UStG*). The Principal shall pay to the German tax office any VAT incurred in connection with the fee. The agreed fee already includes VAT, so the Supplier will not refund the VAT. The Principal shall pay the Supplier the agreed fee minus VAT. The Supplier shall pay any taxes collected by their country of residence. Any reimbursement by the Principal is excluded. The invoice must be issued net and must refer to the reverse charge procedure 'tax liability of the service recipient'.

The Supplier has applied for and been granted an exemption from German VAT under § 4(20)(a) of the German VAT Act (*Umsatzsteuergesetz, UStG*). A certificate to that end is attached to this contract as proof. In this case, the service is exempt from German VAT. Neither party is required to pay VAT to the German tax office.

4) **Artist clause – observe § 50a of the German income Tax Act (*Einkommensteuergesetz, EStG*) for total fees of more than 250 euros (Please tick if relevant to the contract!)**

The Supplier resides abroad and the assignment is for an artistic or similar performance given in Germany. This means the Principal shall withhold the income tax incurred for that performance in accordance with § 50(a) EStG and pay it to the German tax office. The tax deduction for the income tax amounts to 15% of the income tax plus a 5.5% solidarity surcharge. No tax is deducted if the fee is 250 euros or less per performance. The Principal shall deduct the tax from the agreed fee and pay it to the appropriate German tax office. The Principal shall give the Supplier a certificate verifying the tax deduction.

5) **Settling the service by means of an invoice from the Supplier or a credit note from the Principal (please tick what applies!)**

The service will be settled by means of a proper invoice issued by the Supplier in accordance with § 14 UStG. The Supplier shall invoice the Principal for the agreed fee after the assignment is over. The remuneration is due 14 days after invoicing. **or**

The service will be settled by means of a credit note issued by the Principal. The Principal shall issue a credit note to the Supplier in the amount of the agreed fee after the assignment is over. The remuneration is due 14 days after the service is rendered. The Supplier's tax number or VAT ID must be indicated. (The Supplier is not required to issue an invoice. Instead, the Principal shall issue a settlement receipt – a credit note. For VAT purposes, the credit note is like a reverse invoice. All formalities must be observed with a credit note as they would be with an invoice in accordance with § 14 UStG.)

- 6) If the Supplier is prevented from performing the assignment (due to illness or holiday, for example), they will receive no remuneration.
- 7) Either party may terminate this contract for good cause at any time, without giving notice. Otherwise, termination is governed by § 621 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB).
- 8) The Supplier ensures that (1) they have informed their local tax office of the self-employed activity described above and have received a tax number for that activity and (2) the information they have provided in this contract is true.
- 9) The parties acknowledge that this contract does not establish any employment or any other economic or personal relationship of dependency (particularly any employment subject to social security contributions). The Principal is not required to honour any claims for insurance coverage or damages (including damages for pain and suffering from accidents that occur in connection with performing the assignment) or any claims based on damage to the materials used.
- 10) The Supplier shall not disclose any matters they learn about in performing the activity which are confidential according to their nature or based on special instructions. That obligation will survive the end of the activity. The provisions of data protection law must be observed.
- 11) Amendments to this contract must use the written form as defined in §126 BGB to be effective.

.....  
Place, Date

.....  
(Supplier)

.....  
Place, Date

.....  
(Principal)

Confirmation from the Principal that the service has been rendered

.....  
Place, Date

.....  
(Principal)