



**cdáec**

**Col·lectiu de Distribuïdores  
d'Arts Escèniques  
de Catalunya**

**GOOD PRACTICES MANIFESTO**



# GOORD PRACTICES MANIFESTO FOR DISTRRIBUTORS

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The Collective of Distributors of the Performing Arts of Catalonia have developed this manual to defend and define our rights and duties, professionalize and make visible the sector of which we are part and raise awareness of the rest of the cultural community.

It is a guide document or a recommendation to exercise our profession and define our casuistry being aware of the different realities of the components of the group.

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## 1// DESCRIPTION OF THE FIGURE OF THE DISTRIBUTOR

- 1.1** The distributor is a mediator between the artist / company and the programming entities.
- 1.2** The distributor is a professional specialized in accompanying the creative process and / or show and in inserting creative projects and / or shows in the market.
- 1.3** The distributor receives a fixed and / or variable financial remuneration related or not to results of their work.
- 1.4** The distributor is dedicated to the national and / or international field, with national and / or international companies.
- 1.5** The distributor is an independent professional or works within a structure or a company.
- 1.6** The distributor establishes singularity, coherence and criteria in its artistic lines.
- 1.7** The distributor provides personalized support to the company, which may include: Sales, visibility and promotion, and advice to the artist / company on artistic activity.

## 2// COMPETENCES

### 2.1 Critique

The distributor has the ability to value the quality of a creative project. Their critique has to do with expertise and knowledge acquired from a continuous, in-depth and contrasted practice in the discipline.

### 2.2 Knowledge of the sector

The distributor has developed competence over time and experience and the actions or activities carried out in this regard. It requires dedication, specialization to deepen the knowledge of the market, trends, etc.

#### 2.2.1 Specificity of each programming entity

The distributor works to find out which profile is the most suitable for each of the artistic projects.

#### 2.2.2 Specificity of each market

The distributor analyzes the different programming entities to focus their work and obtain more concrete and specific results.

### 2.3 Bargaining power

The distributor has the necessary skills to mediate between the artist / company and the programming entity, establishing the negotiation, respecting the terms established between the artist / company and the distributor, in order to close the agreement to continue with the following phases. Ensure that remuneration and conditions are worthy and optimal.

### 2.4 Communication skills

The distributor has the necessary skills to establish respectful, empathetic and assertive relationships with the different interlocutors, to create and maintain collaborations and working relationships.

## 3// ETHICS

### 3.1 Between the distributor and the company and vice versa

- Both parties understand that the established relationship is that of a team and involve feedback.
- Both parties promote trust and respect in the evaluation of each party's work.
- Both parties value long-term work with commitment and patience.
- Both parties facilitate the transparency of communication.

### 3.2 Between distributors

The distributors do not work in competition with one another nor aggressiveness. Therefore, the distributors abide with the following values:

- Respecting the conversations and agreements of other colleagues within the online, face-to-face or any format.
- Establishing the appropriate communication channels between the distributors to avoid possible misunderstandings and labour disputes and sharing bad practices.
- Encouraging a sphere of care, support and confidentiality
- Ensuring compliance with the good practices of this manual.
- Committing to the group and all the work involved.

## 4// SERVICES included in the distribution tasks

The goal is to sell through a process that includes:

- Creation of the distribution strategy
- Advice on the image and brand positioning of the company and its shows.
- Advice to the artist / company in their creative process.
- Dissemination of the different projects via mailings, calls, attendance at fairs / festivals, own social networks, etc.
- Tracking of established contacts.
- Negotiation, monitoring, review and advice of the budget and contracting conditions.

Any services other than those listed above will be charged and negotiated separately.

The artist / company must provide appropriate quality promotional material (dossier, videos, photos, technical file, etc.), in compliance with the advice of the distributor.

## 5// CONDITIONS AND REMUNERATION

Distribution work has a long-term impact and needs to be taken into account, valued and remunerated. It is not an immediate job, it takes commitment and patience.

### 5.1 Formalize the agreement between the artist / company and the distributor:

- By signing a written contract (or failing that, a verbal agreement).
- By establishing the relationship between the distributor and the company, the programming entity and other distributors.
- By establishing that all contacts and all relationships go through the distributor wherever they come from
- With a minimum one-year agreement.

### 5.2 Remuneration, in one of the different modalities:

So far, the distributors have only worked with a percentage modality, and from now on we suggest two models of remuneration to protect the profession:

A. Fixed monthly fee.

B. Monthly fee plus a percentage.

- For those working for a percentage, the latter shall not be under 15%.
- The percentage is debited from the artistic revenue, never from other budget lines (travel, accommodation, allowances, visas, etc.).
- In the case of a box office or “in the cap” revenue, the proportional part established between the distributor and the company is also charged.

### 5.3 Billing method:

There are different possible billing formulas to agree on:

- A. the distributor invoices the company.
- B. the distributor invoices to the programming entity and the company invoices the distributor (an extra fee must be counted for liability).

When working abroad, it is necessary to review who is responsible for the resulting tax expenses.

Expenses for attending trade fairs / markets / festivals must be borne by the distributor and the company / artist must also be taken in consideration.

- In the event that attendance at the fair is exclusively for a single company, the costs will be borne by the company. Otherwise, the expenses are distributed proportionally.
- However, if the distributor receives a subsidy for that purpose, they shall fully assume the expenses. If the company is applying for the grant, the company assumes all the expenses.

The remuneration of other area agents, local distributors, "partners", "finder's fee" or collaborators must be agreed too.

Subsidies: if the company receives a subsidy part of which is related to distribution, exhibition, cancellation of actions, etc., the proportional part is transferred to the distributor.



## 6// END THE RELATIONSHIP

The job of the distributor is not just about the time spent in the office, it has a long-term impact and needs to be taken into account, valued and remunerated.

### 6.1 Grace period from the end of the relationship

- It will always be a minimum of twelve months, regardless of the length of the relationship.
- In consideration of the work of the quitting distributor, it is agreed in different terms
  - all work that is in progress (including those that are postponed) is remunerated
  - or a fixed percentage is agreed for the rest of the bookings that arise during the agreed period.
  - or a compensation will be agreed.

### 6.1 Handover

At the time of completion, there will be a thorough paid handover of the current work.

For more information, you can consult with CDEC

<https://holacdaec.wixsite.com/cdaec>



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