

# REALITY LAYER : OBSERVATION #1

## AGREEMENT

This Agreement (the **Agreement**), is made as of this \_\_\_\_\_ day of \_\_\_\_ 2013 (the **Effective Date**), by and between:

Saar Székely, I.D. [REDACTED]

of Ben-Tzvi [REDACTED] Tel-Aviv, Israel

(the **Artist**)

of \_\_\_\_\_, \_\_\_\_\_, Israel

(the **Target**)

The Target and the Artist together shall hereinafter be referred to jointly as the **Parties**, or singularly as a **Party**.

**WHEREAS** The Artist is a well known and recognized performance artist in Israel engaged in the research, development and creation of situations and actions; and

**WHEREAS** The Target wishes to retain the Artist's Services (as defined below) in connection with the execution of the first (1<sup>st</sup>) activation of the artwork entitled *Reality Layer: Observations* [שכבת מציאות: תצפיות], as part of a series of five (5) activations made for *Under the Mountain*, the Jerusalem Season of Culture's public art festival (the **Action**), all subject to the terms and conditions hereunder;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

### 1. THE ACTION

- 1.1 Subject to the terms contained herein, during the twenty-four (24) hour period commencing on \_\_\_\_\_, 2013 at \_\_\_\_\_ (the **Activation Period**), the Target shall provide the Artist with an unobstructed and uninterrupted view of its person and the Artist shall observe the Target in a continuous manner, as set forth in this Agreement.
- 1.2 Each Party hereby undertakes to use its best efforts to perform its obligations as set forth herein.

### 2. THE TARGET'S RIGHTS AND OBLIGATIONS

- 2.1 Unless otherwise explicitly set forth herein and subject to its compliance with all applicable local rules and regulations, the Target shall have unfettered discretion with respect to the timing, location, and nature of its actions and speech during the Activation Period.
- 2.2 At least eight (8) hours before commencement of the Activation Period, the Target shall notify the Artist by phone or electronic mail as to the exact location in which the Target will be located and available for the commencement of the Activation Period (the **Meeting Point**). It is agreed that the Meeting Point shall be in Israel. The Target hereby undertakes to use its best efforts and cooperate with the Artist to the extent necessary so as to ensure the Artist's timely arrival at the Meeting Point.
- 2.3 Without derogating from any of its obligations and declarations in this Agreement, the Target hereby undertakes that during the Activation Period it shall:

- 2.3.1 allow and enable the Artist to remain within a distance of no more than twenty (20) meters from the Target;
  - 2.3.2 maintain a distance of at least one arm's length from the Artist;
  - 2.3.3 not touch or make physical contact of any kind with the Artist, whether directly or indirectly, including by way of a third party or object;
  - 2.3.4 neither (i) walk at a pace exceeding five (5) kilometers per hour nor (ii) bicycle, skateboard, rollerblade, or run; it being hereby clarified that use of a treadmill or stationary bike shall not be deemed a derogation of parts (i) and (ii);
  - 2.3.5 not, in the aggregate, sleep for more than ten (10) hours;
  - 2.3.6 ensure that no objects or persons prevent the Artist from viewing or hearing its person (e.g., doors, furniture, glass panes, and security personnel);
  - 2.3.7 at its sole responsibility and expense, obtain access and entry for the Artist with respect to any location it chooses to enter at the time of its entry, including but not limited to, public and private buildings, places of residence of the Target or third parties, theater performances and other events, workplaces, police stations, public restrooms, municipal buses, trains, taxis, hotel rooms, and nightclubs;
  - 2.3.8 explain the purpose of the Artist's accompaniment if so inquired by any third party in order to allow the Artist to render the Artist's Services or as is otherwise reasonably necessary under the circumstances;
  - 2.3.9 not place itself, the Artist or third parties (including animals) at risk of significant physical injury;
  - 2.3.10 not harm others or itself.
- 2.4 During the Activation Period, the Target shall have the right to remain silent. Notwithstanding the foregoing, should the Target decide to speak, the Target shall do so at least in a normal speaking voice and not whisper during the Activation Period.
- 2.5 During the Activation Period, the Target shall be entitled to ( ) \_\_\_\_\_ bathroom breaks each lasting no longer than ten (10) minutes, during which time the Target may, but shall not be required to, obstruct the Artist's view from its person.
- 2.6 During the Artist's Breaks (as defined below), the Target shall neither approach nor communicate with the Artist, whether by direct or indirect means.

### **3. THE ARTIST'S RIGHTS AND OBLIGATIONS**

- 3.1 Subject to the fulfillment by the Target of the obligations set forth in Section 2, as well as the Target's timely payment of the Fee (as defined below), during the Activation Period, the Artist shall use his best endeavors, knowledge and experience, as well as his physical and mental resources in order to continuously focus his gaze and attention upon the Target and thereby observe it (the **Artist's Services**).
- 3.2 Without derogating from any of his obligations and declarations in this Agreement, the Artist hereby undertakes that during the Activation Period, and subject to the Target enabling him to do so, he shall:
- 3.2.1 continuously accompany the Target;
  - 3.2.2 maintain a distance of no more than twenty (20) meters from the Target at all times;
  - 3.2.3 subject to Section 3.4 below and his Artistic judgement, ensure that he is in the best possible viewing position of the Target;
  - 3.2.4 neither speak nor interfere with the actions and speech undertaken by or involving the Target; it being hereby clarified that the Artist's presence shall not be considered to constitute an interference for purposes of this sub-section

3.2.4;

3.2.5 not photograph, video record or otherwise document the Action, unless otherwise specified herein;

- 3.3 During the Activation Period, the Artist shall be entitled to three (3) thirty (30) minute breaks (each an **Extended Break**), as well as ( ) \_\_\_\_\_ bathroom and/or cigarette breaks each lasting no longer than ten (10) minutes (each a **Short Break**, together with the Extended Breaks, the **Breaks**). It is hereby clarified that the Artist shall have sole discretion with respect to the timing of his Breaks, subject to Section 3.4. The Artist shall signal the commencement of each Extended Break by way of putting on a yellow safety vest and shall signal the lapse of each Extended Break by way of removing such vest.
- 3.4 Notwithstanding the foregoing, the Parties hereby acknowledge and agree that the scope and level of the Artist's Services may be changed, restricted, reduced or adjusted by the Artist, in his sole discretion, if the Artist believes that the Target's actions will expose the Artist and/or the Target to the risk of legal sanctions and/or personal injury (including, but not limited to, psychological and bodily harm).

#### 4. TERMS AND TERMINATION

- 4.1 The Agreement shall commence as of the Effective Date, and shall continue in force until the end of the Activation Period, unless terminated earlier in accordance with Sections [4.2] and [4.3] below.
- 4.2 The Target may immediately terminate the Activation Period at any time, for no cause or any cause, by repeating three times either of the following phrases, at its election, in a clear and audible manner so as to allow the Artist to reasonably hear it: "This Action is Over" or "הפעולה הסתיימה" (the **Termination Phrase**).
- 4.3 Failure of the Target to comply with any or all of its obligations set forth in Section 2 shall entitle the Artist to give notice to the Target requiring it to cure such default (the **Warning**), to the extent such default is curable. The Artist shall provide the Target with such Warning by means of raising a yellow placard in the air. If such default is not cured within five (5) minutes from receipt of such notice, the Artist shall be entitled, without prejudice to any of its other rights under this Agreement or by law, to terminate the Activation Period by repeating the Termination Phrase three times in a clear and audible manner so as to allow the Target to reasonably hear him.
- 4.4 In the event that it becomes impractical or impossible for the Artist to properly perform his duties hereunder due to any factors beyond his reasonable control (e.g. serious illness or injury of the Artist, a relative of the Artist, or the Artist's significant other, war, natural disasters, exceptional weather conditions in the area), then the Artist may immediately terminate the Agreement by repeating the Termination Phrase three times in a clear and audible manner.
- 4.5 Following termination of the Activation Period, whether by way of lapse or early termination in accordance with Sections 4.2, 4.3 and 4.4, to the extent reasonably allowable under the circumstances, the Artist shall immediately: (i) cease from providing the Artist's Services with respect to the Target, and (ii) leave the presence of the Target so that within thirty (30) minutes following the termination, the Target and the Artist will be no closer than one hundred (100) meters to one another.
- 4.6 Following the termination of the Activation Period, whether or not terminated earlier in accordance with Sections 4.2-4.4, the Target shall be entitled to request a forty-five (45) minute conversation with the Artist (the **Conversation**). The Parties shall cooperate in good faith so as to mutually agree upon the timing and location of the Conversation, such Conversation to be convened in person, at a public location within the State of Israel. During the Conversation, the Target shall lead the Conversation and shall have sole discretion with respect to the manner and nature of the questions it poses to the Artist, provided that such questions may relate only to the Action and the Artist's observations in connection therewith. The Artist hereby undertakes that he shall answer

any and all questions posed by the Target and in doing so shall tell the truth, the whole truth and nothing but the truth.

- 4.7 Notwithstanding the foregoing, it his hereby clarified that termination of the Agreement for any reason shall not affect the Artist's ability to use the Text, in accordance with the terms set forth in Section 5.

## 5. THE TEXT

- 5.1 The Target hereby consents that the Artist be able to voice record his speech and/or sounds emitted by its person, as well as all sounds incidental or ancillary to the Target's actions and whereabouts and hereby acknowledges that the Artist shall have sole discretion with respect to the decision of the timing and duration of all such recordings (the **Recordings**).
- 5.2 The Target hereby undertakes to inform third parties with whom he converses for a period lasting longer than ten (10) minutes that the Artist may record their conversation and/or transcribe such conversation to form a text, which may be published. The Target shall inform such third parties of the foregoing upon the commencement of any such conversation, or as soon as becomes reasonably practicable to do so.
- 5.3 The parties hereby acknowledge and agree that the Recordings shall not be published under any circumstances, but that the Artist may transcribe such Recordings to form a text, which may be abridged or unabridged at the Artist's sole discretion (the **Text**).
- 5.4 The Artist hereby acknowledges and agrees that he may not publish or sell the Text without the prior written consent of the Target.
- 5.5 The Target shall not be entitled to request or demand the delivery or destruction of the Recordings under any circumstances.

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**IN WITNESS WHEREOF**, the Parties have signed this Agreement as of the Effective Date.

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**Saar Székely**

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