



# GDBA

**GENOSSENSCHAFT DEUTSCHER  
BÜHNEN-ANGEHÖRIGER**

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# Welcome

**CONTRACTS: FREELANCE**

# Practice questions

1. What is the high organizational effort for freelance dancers?
2. What does Hybrid mean?
3. What is the difference between a freelance contract and a guest contract according to the NV Bühne?
4. What do you consider most important to be regulated in a contract? And why?
5. Who can help you if you are unsure whether your contract is okay?
6. What is the KSK and the Bayrische Versorgungskammer?
7. What information must be included on an invoice?



Luca Ponti  
Chairman for dance GDBA



Paul Hess  
Vice for dance GDBA

# Topics of the Webinar:

- Introduction
- Working fields and Working places
- Employed, Freelance, Hybrid
- What is a contract?
- NV Bühne Gast
- Freelance contracts
- Invoice
- Helpful partners
- What to do with this information?

**This webinar offers practical insights into contractual topics, rather than legal counsel.**

# What do we need to work successfully?

- Health
- Place to live
- Money, Jobs
- Stability, Security, Insurances
- Work Life balance, Organisation
- Mobility
- Documentation, Publicity, CV
- Network, Support
- Control of finances, tax

# Where and what can I work as a dancer?

- Stadttheater, Staatstheater Company (public theatres) **employed** – fix or guest
- **Freelance** projects
- Opera/Operetta/Musical **employed** – fix or guest
- Teaching at private studios, public institutions **employed or freelance**
- Conducting workshops **freelance**
- Youth projects, dance in schools, social projects **freelance**
- Television, film, show, cruise, animation **employed**
- Personal or collaborative project **freelance**

## Employed

- Fix contract with an employer.

Employer pays half of the social security: pension, health, longterm care.

- Further social security: unemployment insurance, accident insurance.
- Working hours and conditions: The working hours and conditions are determined by the employer.
- Wage continuation in case of sickness.

## Freelance work

- works independently and is not in a regular employee relationship.
- works on a contract basis and individual short-term agreements with clients.
- write invoices.
- is fully responsible for his/her social security.  
-> **Option KSK**
- is more flexible in terms of work arrangements and project selection.
- No guaranteed wage continuation in case of sickness.
- **The freelancer bears the risk for their income and is responsible for his/her own protection.**

## Freelance work as a dancer (Terms)

- Fee agreement or invoice
- Irregular income
- Social security contributions must be paid by oneself
- High health insurance premiums and no pension or unemployment insurance, unless...
- KSK (Künstlersozialkasse)  
pension insurance, health insurance, long-term care insurance
- Accident risks often need to be privately insured
- One bears the risk of illness and injury oneself.
- Sick pay after 6 weeks (optional tariff for self-employed: sick pay after 2 weeks)
- Often higher organizational effort, travel, accommodation, etc.
- Flexible time management
- Negotiable fees and contracts, sometimes well payed work
- No inhouse contact person in case of discrimination or unfair treatment.
- For tax declaration: Profit and loss statement (business income)  
= income - business expenses
- Possibly VAT return
- Self-employed accounting and Writing invoices
- Self-employed schedule coordination

What  
's about Hybrid...

# Hybrid

- Mix of being employed, being unemployed, working as a freelancer
- Dancers work in different types of jobs: being employed with guest contracts at theaters and working as freelancers.
- Different social insurance: Depending on the type of employment, social insurance contributions are paid differently.
- Constant change in social security contribution payments between KSK (Künstlersozialkasse), employer, and employment agency (Agentur für Arbeit).
- High organizational effort to communicate with authorities, insurances and theatres. ->Paperwork
- Sometimes difficult schedule coordination
- Often no continuous eligibility for unemployment benefits

# What does KSK do?

- Social security system for self-employed artists /freelancers and authors in Germany
- Goal: Providing social security coverage for health, long-term care, and retirement
- Artists and authors pay a contribution, employers contribute as well
- KSK covers the employer's share of social security contributions
- Artists can benefit from the advantages of statutory social security coverage

# Versorgungsanstalt der deutschen Bühnen

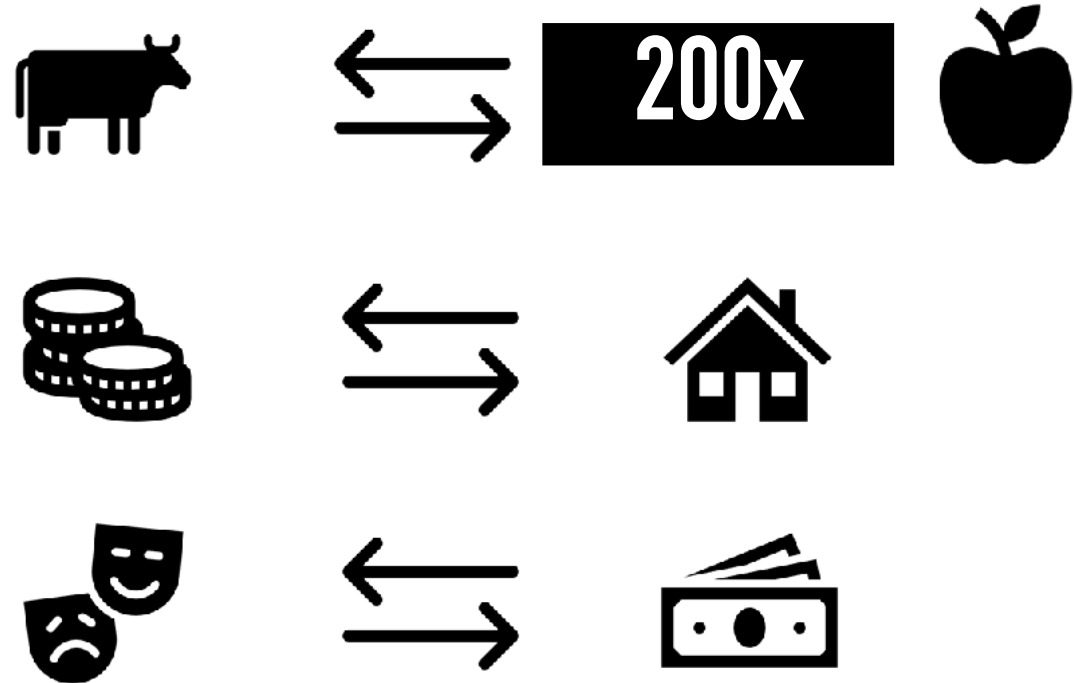


## Bayerische Versorgungskammer

- Bayrische Versorgungskammer provides all relevant information in English on their Website [www.buehnenversorgung.de](http://www.buehnenversorgung.de)
  - Go to -> download center (upright corner) -> Explanatory notes (Merkblattheft\_en.pdf)
- Relevant parts:
  - No. 22 concerning Refund of Contributions and Lump-Sum Settlement
  - No. 23 concerning Special regulations for dancers and members of dance ensembles
  - No. 30 concerning Pensions

# What is a contract?

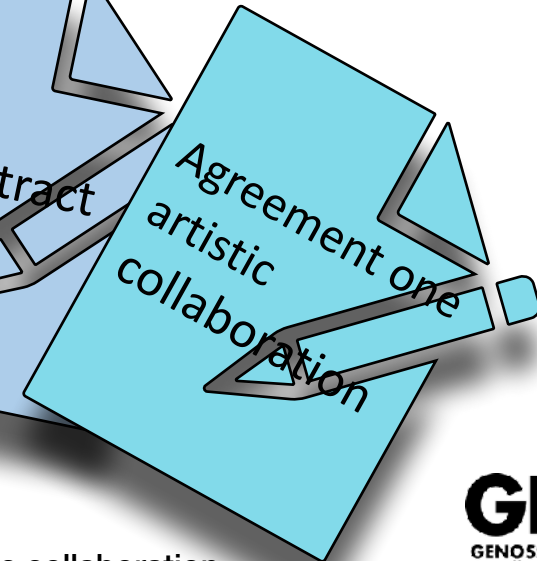
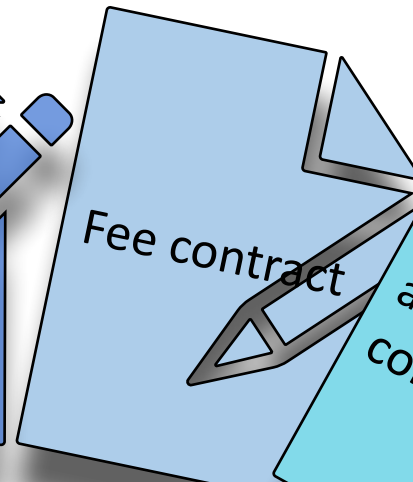
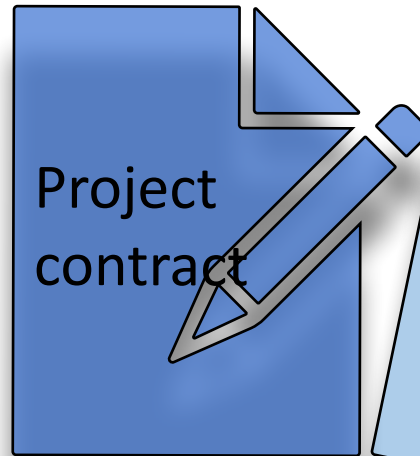
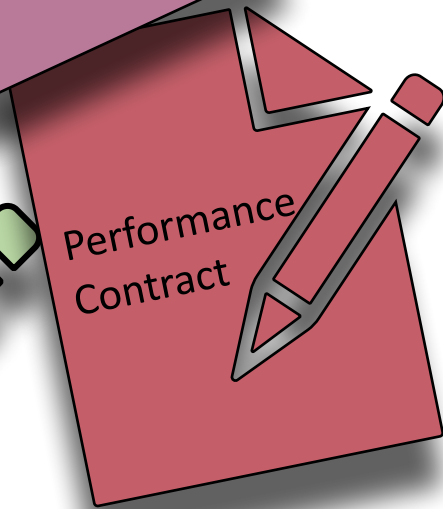
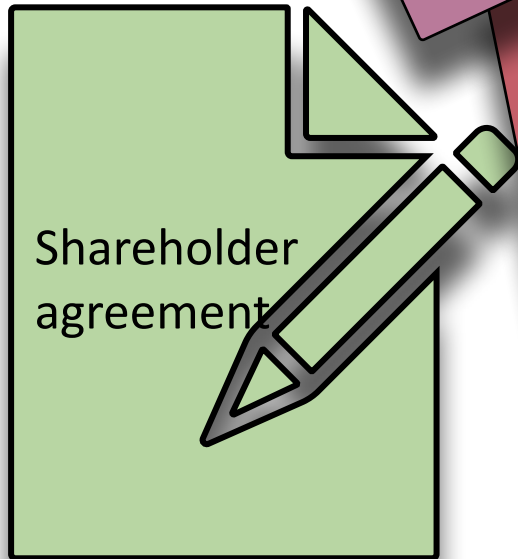
Agreement for trade or exchange



# What is a contract?

- Agreement between two or more individuals or organizations
- Mostly a trade
- It establishes rules and conditions
- All parties need to agree
- Contracts can be written or verbal agreements
- They define rights and obligations to ensure that all parties uphold their agreements
- Legally binding

# Contracts



Guest contract, fee contract, service contract, shareholder agreement, project contract, agreement on artistic collaboration

# NV Bühne Guest contracts

To guest contracts §§ 1a, 53, 60 and 98 NV Bühne apply

## Wages for the Performances:

The minimum fee for each performance on stage is 10 percent of the starting fee

For participation in two performances taking place on the same day, a total of 150 percent of the minimum fee will be paid

This amount may be reduced to 8 per cent of the starting fee for smaller roles, games or tasks.

## Wages for the Rehearsals:

The minimum fee per rehearsal day is 5 percent of the starting fee

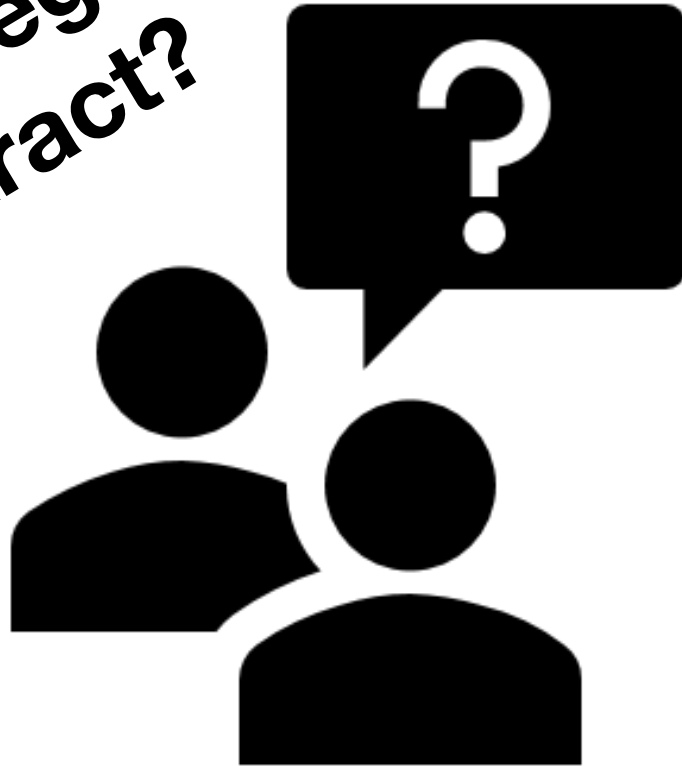
Deviating from this, a fee of at least 4 percent of the starting fee per rehearsal day can be agreed for a smaller role, part or task

It may be agreed in the guest contract that the fees for participation in performances and rehearsals that take place within a period of 30 days shall not exceed the entry fee.

# NEW wages for Guests:

- From 01. 09. 2022 there is a minimum salary (Mindestgage) of € 2,550
- From 01. 01. 2023 it will increase to € 2,715 and will be dynamized (adjustment to the annual wage increases of public sector employees)
- From 01. 03. 2024, it will increase to € 2,900 (adjustment to the annual wage increases of public sector employees)

**What is typically regulated in  
a freelance contract?**



# **A contract for freelance dancers should address various aspects to protect the interests of all parties involved.**

## 1. Parties and Contact Information:

Full names and addresses of the parties involved (dancer, organizer, possibly agencies).

## 2. Services and Duties of the Dancer:

Clear definition of the dancer's services, including the type, scope, and number of performances.

## 3. Fees and Payment Terms:

Agreement on the dancer's fee for the provided services (performances and rehearsals)

Specification of payment terms, deadlines, and any required deposits.

## 4. Usage Rights:

Provisions regarding how rights to recordings, photos, or videos of the dance performance may be used.

## 5. Rehearsal Periods and Costs:

Regulations regarding rehearsal periods and rehearsal dates.

## 6. Travel and Accommodation Expenses:

Agreements regarding reimbursement for travel expenses, accommodation, and meals if the dancer is required to work in different locations.

7. Advertising and Promotion:

Regulations on the use of the dancer's name, image, and performance for promotional purposes.

8. Cancellation and Cancellation Fee:

Specification of conditions in case either party needs to cancel the contract.

Agreement on a cancellation fee in case of unforeseen circumstances or cancellations.

9. Organizer's Responsibilities:

Clear delineation of the duties and responsibilities of the organizer towards the dancer.

10. Insurance:

Provisions for liability and insurance coverage in case of damages or losses during working hours.

11. Contract Duration and Termination:

Determination of the contract duration and conditions for termination.

12. Applicable Law and Jurisdiction:

Specification of the applicable law and jurisdiction in case of legal disputes.

# Minimum fee recommendation for freelancers



## Bundesverband Freie Darstellende Künste

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### Honoraruntergrenze (Nettohonorar) für Nicht-KSK-Versicherte

Monat: 3.600 EUR

Woche: 830 EUR

Tag: 165 EUR

Aufführung (10 % des Monatshonorars): 360 EUR

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### Honoraruntergrenze (Nettohonorar) für KSK-Versicherte

Monat: 3.100 EUR

Woche: 715 EUR

Tag: 140 EUR

Aufführung (10 % des Monatshonorars): 310 EUR

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# Invoice

- Sender information (Name/Company name, address, contact details)
- Recipient information (Name/Company name, address)
- **Invoice date**
- **Description of services**
- Unit price per Position
- Total amount (Net amount)
- Value-added tax (VAT/Umsatzsteuer) information (if applicable)
- Total amount including VAT/Umsatzsteuer (Gross amount)
- Payment terms
- **Tax number**
- **Invoice number**

Client  
Adress Nr.  
Zipcode City

## RECHNUNG

Good Dancer  
Bewegungsstr. 1  
5678 Balletthausen  
Good.dancer@dance.art

Steuernummer:  
.....  
Finanzamt Balletthausen

13.04.2022

Projektname: .....  
Projektbeschreibung: .....  
Durchführungsdatum: 10.01.22 und 10.04.22  
Rechnungsnummer: 01-2022

Sehr geehrte\*r.....,

für meine geleistete Tätigkeit im Rahmen des o.g. Projekts erlaube ich mir folgende Posten in Rechnung zu stellen.

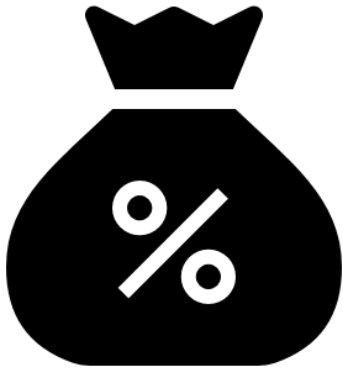
Beschreibung	Kosten
Posten 1	3000 €
Fahrtkosten	95,50
Auslagen	23,50
<b>Gesamt</b>	<b>3119,00 €</b>

Als Kleinunternehmer weise ich nach §19 UStG keine Umsatzsteuer aus. Ich bitte um Überweisung des oben angegebenen Betrages innerhalb der nächsten vier Wochen auf folgendes Konto:

Good Dancer  
IBAN: .....

Ich bedanke mich und verbleibe mit freundlichen Grüßen

Good Dancer



# Value Added tax (VAT) / Umsatzsteuer (UStG) or not ?

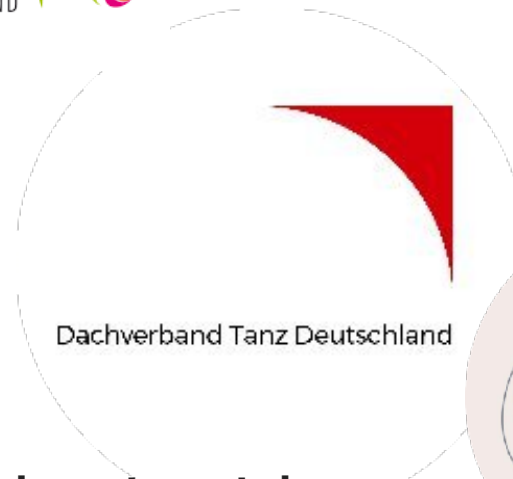
- Up to 22000€ income per year applies **small income regulation / Kleinunternehmerregelung**.  
"Als Kleinunternehmen weise ich nach § 19 UstG keine Umsatzsteuer aus"
- VAT exemption / Umsatzsteuerbefreiung according to § 4 No. 20a)+b) UStG for cultural tasks and events. Also for individual artists.

Application necessary at the state authority - ministry for culture or other / Ministerium für Kultur, Bezirksregierung o.a.

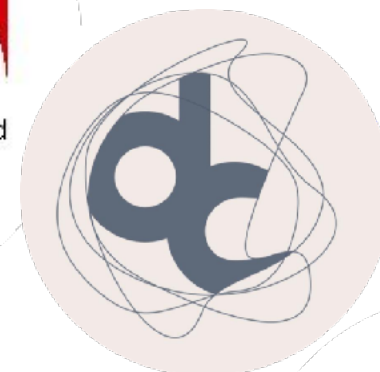
possible fee

# Partners in crime

STIFTUNG TANZ  
TRANSITION ZENTRUM DEUTSCHLAND



1871  
**GDBA**  
DIE BÜHNENGEWERKSCHAFT



Gewerkschaft GDBA - Berufsgruppe Tanz

Gewerkschaft GDBA - Freischaffendenrat

Gewerkschaft GDBA - Basisverband

Dancersconnect

Dachverband Tanz Deutschland

Themis - Vertrauensstelle

Tamed e.V

Stiftung Tanz

Union GDBA - department dance

Union GDBA - department freelance

Union GDBA - Basisverband

Dancersconnect

Roof organisation for dance in germany

Confidential office against sexual harassment and power abuse

Organisation for dance medics

Transition Center Germany for dancers

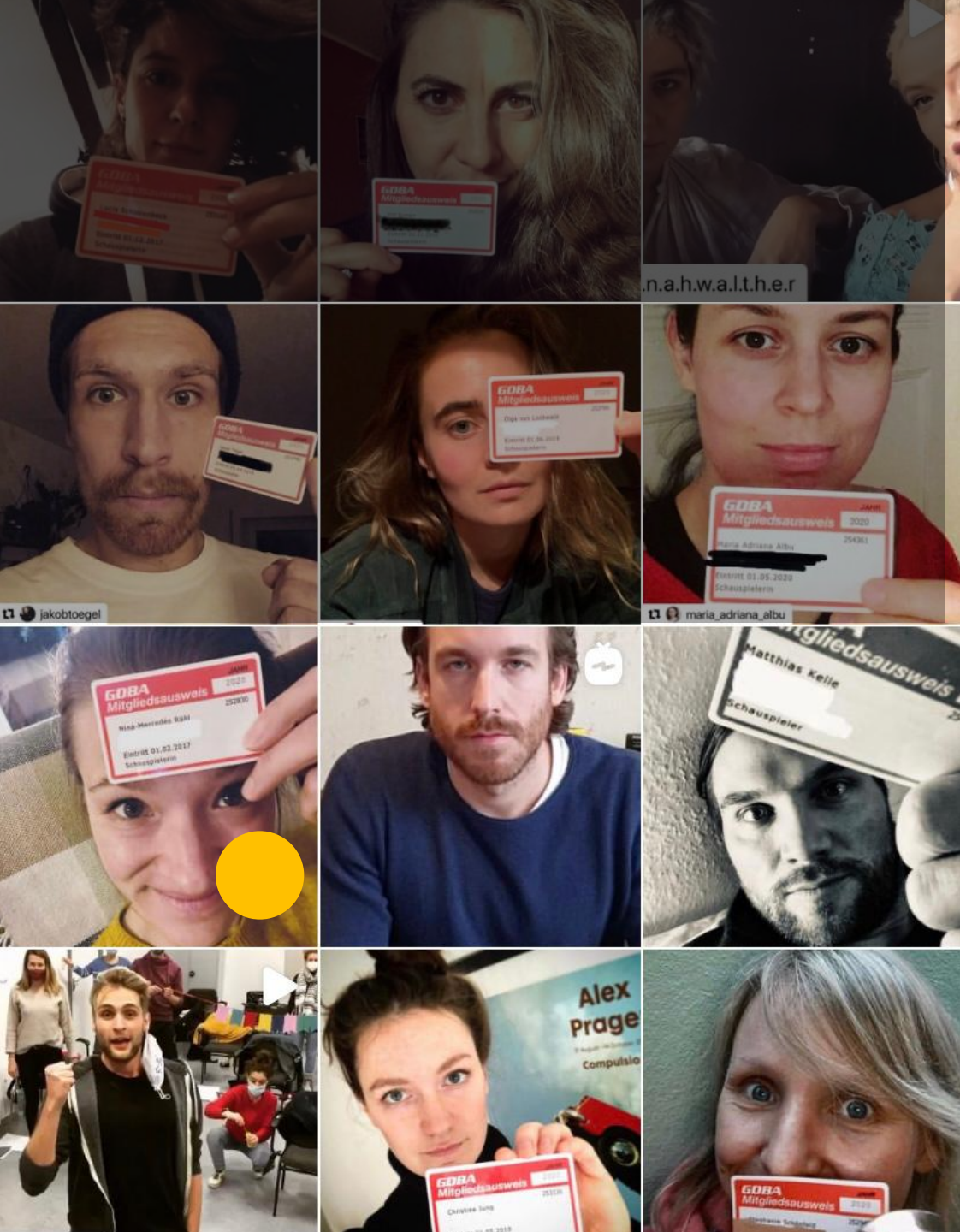
# What can the union do?

## Shaping the law

- Shaping labour contracts  
(wages, NV Bühne, Kurzarbeit)
- In-house rules
- Political lobbying - legislation

## Enforcing the law



- Pre-lawsuits communication  
with superiors and decision-  
makers (also political lobbying)
- **Legal Advice**
- **Legal Protection/Lawsuits**



# What we want to achieve!

- SR Gast
- Full NV Bühne contract available in english
- More job security
- Dancers recognized as professional athletes as well as artists (by insurances)
- New NV Bühne Tanz
  - Free day regulations (NV Gruppe) for all dancers
  - In-house physio
  - Fair pay
- Transition support
- Speakers protected from non-elongation
- ...

Speak about what you  
learned today.

Share our content   
on social media! 



Speak up for your  
colleagues and friends.

**JOIN THE  
UNION!**



# Useful contacts



Name	Field	Contact
GDBA - Genossenschaft deutscher Bühnen-Angehöriger German stage artist union	Legal advice, support and representation Labour contract negotiation Political promotion of stage artist rights	+49 40 432 82 440 <a href="mailto:dance@gbdba.de">dance@gbdba.de</a> <a href="http://www.gdba.de">www.gdba.de</a>
Dancersconnect	Workshops, conferences and gatherings to envision a better future for dance, create change on educational, professional, political, ethical and health-oriented topics.	<a href="mailto:info@dancersconnect.de">info@dancersconnect.de</a> <a href="http://www.dancersconnect.de">www.dancersconnect.de</a>
Tamed e.V.	Promoting dancers health Qualifying medical professionals to treat dancers Research in dance-medicine, Database for dance medics Research dance medicine	+49 6151 391 76 01 <a href="http://www.tamed.eu/atv">www.tamed.eu/atv</a>
Stiftung Tanz	Information, support and funding options for dancers transitioning to another profession.	+49 30 245 314 95 <a href="mailto:info@stiftung-tanz.com">info@stiftung-tanz.com</a> <a href="http://www.stiftung-tanz.com">www.stiftung-tanz.com</a>
Dachverband Tanz Deutschland Roof-association for dance	Funding opportunities, Networking and Advisory work for the fields Ensembles, Production, Education, Dance, Dance-Science. Political influencer	+49 30 37 44 33 92 <a href="mailto:info@dachverband-tanz.de">info@dachverband-tanz.de</a> <a href="http://www.dachverband-tanz.de">www.dachverband-tanz.de</a>
BFDK - Bundesverband freie darstellende Künste e.V. German association of independent performing arts	Representing interests of the freelance performing arts scene, Advocacy for funding, federal und international cooperation	+49 30 20 215 999 0 <a href="mailto:post@darstellende-kuenste.de">post@darstellende-kuenste.de</a> <a href="http://www.darstellende-kuenste.de">www.darstellende-kuenste.de</a>
Themis - Vertrauensstelle gegen sexuelle Belästigung und Gewalt e.V. Confidential office against sexual assault und violence		+49 30 23 63 20 20 <a href="mailto:beratung@themis-vertrauensstelle.de">beratung@themis-vertrauensstelle.de</a> <a href="http://www.themis-vertrauensstelle.de">www.themis-vertrauensstelle.de</a>

# Thank you

