

# Actors' Equity Association



## AGREEMENT AND RULES GOVERNING EMPLOYMENT FOR THE INDEPENDENT THEATER CONTRACT

Effective Date: November 4, 2024

[www.actorsequity.org](http://www.actorsequity.org)

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## I. RECOGNITION

The Producer recognizes Actors' Equity Association ("Equity") as the exclusive representative of the actors and stage managers (including, but not limited to, Principals, Chorus, Production Stage Managers, Stage Managers, Assistant Stage Managers, Dance Captains, Fight Captains, Swings, Extras, Understudies) employed by the Producer in all Producer's productions wherever they may take place.

## II. DEFINITIONS

**Actor** - Any person engaged on an Equity contract performing the customary duties of Principal, Chorus, Dance Captain, Swing and/or Understudy.

Principal - Any Actor engaged on an Equity Principal contract who is not engaged on a Chorus contract and/or engaged to perform Chorus work.

Chorus – Any Actor engaged on an Equity Chorus contract and/or actually performing Chorus work, as may be determined by Equity.

**Stage Manager** – Any person engaged on an Equity contract performing the customary duties of "Stage Manager" or "Assistant Stage Manager."

**Actor and/or Stage Manager's Call** - a time at which the Actor and/or Stage Manager is expected to report to work and/or the duration of time the Actor and/or Stage Manager is expected to be in attendance at work.

**Callback** - an interview or audition to which an actor or stage manager has been specifically called by the Producer or Producer's representative (including, but not limited to, the artistic director and individual production's director) for a second, third, fourth, etc. screening after having completed one initial interview or audition for the specific production to which the callback pertains.

**Company** – all actors, including understudies and swings, and stage managers, including assistant stage managers, participating in a specific production.

**Contemplated Closing Date** - the date listed on the face of the Actor or Stage Manager's contract that identifies either when the production is scheduled to close or when the Actor or Stage Manager's and Producer's mutual obligations will cease. The indicated date shall not preclude the Producer from closing the production sooner or extending the production provided the appropriate notice and/or rider to the contract is mutually executed consistent with the provisions of this agreement. A production that does not have a known ending date at the time of contract signing will list "Open" as the contemplated closing date.

**Designated Tech Week** - the workweek stipulated in the Actor or Stage Manager's contract in which the Company may rehearse the hours indicated in the terms letter. Each production may have one designated tech week. The designated tech week may, but need not, be concurrent with the Opening Week.

**Curtain Up and Curtain Down** – terms to signify the actual start time (curtain up) and actual end time (curtain down) of the performance.

**Out-of-Town** - residing a specified distance, set forth in the Terms Letter, from the theater no matter where the Actor or Stage Manager auditioned, interviewed or was engaged. Such residence address will be considered that which is registered with Equity.

## Definitions

**Musical Production** - A production that has, as an integral and major part of its thematic nature, the use of singing and/or dancing (e.g., NO, NO NANETTE, a musical comedy, SMOKEY JOE'S CAFE, a musical revue, THE PIRATES OF PENZANCE, a light opera, CONTACT, a dance musical). It may also be referred to as a Chorus Musical to signify a musical production employing Chorus, as defined above.

**Producer** - The individual (or individuals, corporations, or other legal entities) who signs contracts of employment or who has signed the Security Agreement.

**Production Contract** - The contract covered by the Agreement and Rules Governing Employment Under the Equity-League Production Contract. Where the term "Production Contract Minimum" is used, it is understood to refer to the applicable minimum salary in that Agreement.

**Prorated Portion of Contractual Salary** - Determined by dividing the contractual salary by the number of performances or rehearsal days permitted in the given workweek.

**Part** - Each character, specialty, or function for which the Actor or Stage Manager is responsible.

**Role** - The sum of the parts, specialties, functions, and assignments for which an Actor or Stage Manager is responsible.

**Salary** - All compensation received by the Actor or Stage Manager that is subject to federal, state and local withholding taxes. May also be referred to as weekly or contractual salary.

**Terms Letter** – Document that details the specific terms that are applicable to a particular theater as specified throughout the ITC.

**Workweek** - Monday through Sunday. No other workweek will be used for computing days off, pay period, and so forth.

**III. RIGHTS AND PROTECTIONS**

**A. ACTOR AND STAGE MANAGER'S OBLIGATIONS TO EQUITY**

**1. GENERAL**

- a) The Producer will not request or require any Actor or Stage Manager to do anything forbidden by the Constitution and By-Laws of Equity or the rules or orders of Equity or its authorized executives.

**2. UNION SECURITY**

- a) As a condition of employment,
  - (1) All Actors and Stage Managers who are members of Actors' Equity must continue to be members of the union in good standing for the life of this Agreement.
  - (2) All Actors and Stage Managers and new employees hired as Actors or Stage Managers who are not now members of Equity will become members of the union in good standing within 31 days following the signing of this Agreement and will remain members of the union in good standing as a condition of continued employment.
- b) The phrase "member of the union in good standing" means a person who pays initiation fees and dues (or the monetary equivalents thereof) to the union as financial obligations in accordance with the requirements of the National Labor Relations Act.
- c) Equity will provide the Producer two weeks' written notice to discharge any Actor or Stage Manager covered by this Agreement for non-payment of union dues or the initiation fee (or the monetary equivalents).
- d) Should the Actor or Stage Manager fail to make such payment(s) within the specified time period, the Producer agrees to discharge the Actor or Stage Manager immediately or, with the Actor or Stage Manager's consent, withhold from their salary monies sufficient to correct the dues and/or initiation fee nonpayment.

**B. DUTIES OF THE EMPLOYER**

**1. REPORTS**

- a) Financial. No later than 60 days prior to the start of the season, the Producer will submit financial information, including but not limited to budgets, grant information, proposals, and financial statements to Equity on intake forms provided by Equity. Equity reserves the right to renegotiate the use of this Agreement for any production, season or portion thereof, at its discretion, based on evidence of a significant shift in the fiscal status of the Theater or Producer and/or corporate structure of the Theater or Producer or any change in the Theater's physical plant. Equity further reserves the right to review the use and/or renewal of this Agreement each year.

## Rights and Protections

- b) Disclosure of Enhancement Money. The Producer must disclose any enhancement money from a Producer who has first class rights to a production. Such production may not be produced under the Producer's Agreement unless they receive prior written consent from Equity and agree to the terms and conditions that Equity establishes. For purposes of this Agreement, "enhancement money" is defined as any kind of financial support from another Producer that is applied toward any aspect of a particular production, including, but not limited to, Actors and Stage Managers' salaries, costumes, sets, and/or services of any kind provided at a reduced rate or no cost.
- c) Co-Productions. When a play is produced where either:
  - (1) two or more Co-Producers utilize this Agreement, and the play is produced in the venues of each Producer.
  - (2) or one Co-Producer is a signatory to this Agreement, and one Co-Producer, is a signatory to a different Equity Agreement;
  - (3) Then, Equity will determine the Actors and Stage Managers' salary, benefits and work rules under this agreement, consistent with the principle of continuous employment.
- d) W-2 Forms. W-2 Forms must be furnished to the Actor or Stage Manager not later than 30 days following the end of the calendar year or the closing of the theater, whichever is sooner.
- e) Weekly Report to Equity. The Producer must furnish to Equity by the Friday following the last workday of the week, on a form supplied by Equity, a report listing all Actors and Stage Managers employed and corresponding payments. Failure to file such reports and/or statements will constitute a breach of Equity Rules, entitling Equity, among other things and without any limitation, to refuse to release the balance of the security deposited with Equity until the above requirements are met. Weekly reports will be sent to:
  - (1) AEA Contracts Department;
  - (2) AEA Membership Department/Working Dues; and
  - (3) The Equity-League Benefits Fund.
- f) Failure to File. If the weekly reports and payments listed above are not received by Equity after four weeks following the end of any workweek in which Equity Actors and Stage Managers are employed, the Producer must pay to Entertainment Community Fund the sum of \$100 for each subsequent week of failure to do so until such reports are filed. Payment of this amount will not preclude Equity from filing a claim under any other applicable provision of this agreement, including Breaches by Producer. Failure to file the Equity-League Pension and Health Reports listed above will be subject to the rules of the Equity-League Pension and Health Trust Funds.

**2. DEFAULTING EMPLOYERS**

- a) A Producer will not be permitted to engage Actors or Stage Managers unless the Producer has furnished security (bond) in the amount, manner and form as may be satisfactory to Equity.
- b) Any Producer engaging any Actor or Stage Manager represents that they are not in default under any Agreement with Equity at the time of the engagement, and that no breach of contract by the Producer remains unsettled or unliquidated.
- c) No Actor or Stage Manager will work or be required to work or to continue in the employment of any Producer or any Theater, that has, as determined by Equity:
  - (1) violated or is violating any Agreement with Equity or any of its members;
  - (2) failed to abide by any arbitration award, or final determination of Equity;
  - (3) failed to meet past obligations to Equity or its members and been placed on Equity's "Defaulting Employers' List;"
  - (4) been connected, either as an individual proprietor, general partner, associate producer, corporate director, officer, active stockholder or otherwise with any defaulting Producer;
  - (5) failed to provide an amount and quality of security which is satisfactory to Equity.

**3. PRIVACY AND RECORDS.**

- a) It is agreed that any personal information provided by any Actor or Stage Manager is provided in confidence (including but not limited to contact information, legal name (if different from a professional name), and legal sex/gender designation). Such information cannot be used for marketing and/or advertising, or for any unsolicited personal contact.
- b) All employees and contractors are bound by this provision, and it is the Producer's obligation to ensure both that they are aware of it and to enforce it.
- c) The Producer will use Actors' and Stage Managers' self-reported names and pronouns in all records. If the Producer is unsure which name, pronouns, or sex/gender designation to use in any specific instance (including but not limited to financial or travel documents), the Actor or Stage Manager will be consulted.
- d) An Actor or Stage Manager may notify the Producer of a change in name, pronouns, sex, or gender, and the Producer will promptly modify their records to reflect such changes. Actors and Stage Managers will not have their employment status affected, be disciplined, or suffer any retaliation or loss of benefits as a result of notifying the Producer of such changes.

**4. SECURITY AND SECURITY AGREEMENTS:**

- a) The terms and provisions of all agreements for security (bond) deposited or to be deposited with Equity covering any employment and contracts under this Agreement are made part of this Agreement and said contracts.



- b) The Producer must file and maintain security as required by Equity. The security will be an amount set by Equity in a form acceptable to Equity.
- c) The security is returnable to the Producer or guarantor when all obligations are satisfied, but no earlier than 30 days after the closing of the season or the production as filed with Equity. It will be returned by check unless the guarantor otherwise specifies. Any costs incurred by another specified method are the responsibility of the Producer and/or guarantor.

### **5. UNION EMBLEM.**

The emblem provided by equity will be prominently displayed in the lobby of the theater.

### **6. BLACKLISTING**

The Producer and Equity each pledge themselves to prevent blacklisting in the theater. Blacklisting, for the purposes of this contract, will mean the submission or instigation by the Producer, directly or indirectly, to individual or group pressure and/or the use of private lists, published or unpublished, of persons not to be employed in theatrical productions for reasons having no direct relation to their theatrical ability. If it is determined that a Producer has blacklisted as defined herein, that Producer will pay the Actor or Stage Manager who lost employment as a result thereof, the full contractual salary for the duration of the contemplated engagement, and pay that Actor or Stage Manager a sum equal to the full contractual salary of the Actor or Stage Manager's successor, but in no case less than \$1,000.00.

## **C. UNION RIGHTS**

### **1. UNION ACCESS**

- a) Duly authorized representatives of Equity will have free access to Actors and Stage Managers and to view the stage and backstage areas, rehearsal rooms, housing, and all other work spaces at all times.
- b) No less than one week before pre-production the Producer will provide Equity with an up-to-date list of the names and contact information of any actor or stage manager who will be working on Equity Contract. It will be the Producer's responsibility to send an updated list as necessary throughout the production.
- c) "First Rehearsal Meeting": Equity may hold a union meeting with any and all represented employees for 30 minutes during paid rehearsal hours and in rehearsal space during the first week of rehearsals. At any union meeting, neither the Producer nor the Producer's representative (whether under an Equity contract or not) will be present without the explicit invitation of Equity.
- d) Union Meetings: Privilege of Actors and Stage Managers to Attend. There will be no rehearsals, performances, auditions, or call-backs/interviews (except in cases of dress rehearsals or rehearsals on the day of the first paid public performance) at any time when a regularly scheduled Equity membership meeting is being held within 50 miles of where the Actor or Stage Manager is rehearsing or performing. Time off for this purpose will not count as a part of that day's rehearsal.

**2. EQUITY REPRESENTATION OF ACTORS AND STAGE MANAGERS**

- a) Representation. Equity may represent, resolve disputes and act on behalf of the Actors and Stage Managers in all matters under this Agreement.
- b) Oral and Written Interpretations. Oral rulings made by Equity representatives are not binding upon Equity or its members. Written confirmation of these rulings will be forwarded to the Producer upon request. Written rulings or interpretations of the employment contract or this Agreement must be either approved or given by the President, the Executive Director, or one of the executives and will be binding upon Equity only when these persons act within the powers delegated to them by the Council of Actors' Equity Association.
- c) Deputies. Equity will have the right to maintain deputies on each production and will maintain sole discretion over policy and procedures related to their election and functions within the company.
- d) Meetings. No meetings will be held to vote on working conditions, concessions, or waivers without the consent of Equity or as permitted under this agreement.

**3. NON-DISCRIMINATION FOR UNION ACTIVITY**

- a) The Producer will not dismiss, refuse to hire for future engagements, or otherwise penalize any actor or stage manager for fulfilling their duties or obligations as a Deputy or as a member of Equity or for participation in Equity activities.
- b) In the event the employment of a Deputy is terminated for any reason whatsoever, the Producer will furnish written reasons for such termination to both the Deputy and Equity at the time of dismissal. If the Deputy or member is terminated due to membership in or activity on behalf of Actors' Equity Association, such member will have the right to be reinstated with back pay from the date of dismissal, and the Producer will pay a penalty of \$1,000 or five weeks' salary, whichever sum is the greater.
- c) If termination is alleged under this Section, Equity will have the right to expeditious arbitration.

**D. CONTRACTING PROCESS AND REQUIREMENTS**

**1. PROCEDURES**

- a) Contract Forms. Equity will issue contract forms that must be used, and only those forms will be valid.
- b) Signature.
  - (1) The Producer must always sign the contract and any riders first and then the Actor or Stage Manager will sign. All blanks on the contract must be completed.
  - (2) Contracts between Producer and Actor or Stage Manager must be signed before the work (rehearsal, pre-production, travel, etc.) of the Actor or Stage Manager begins.

## **Rights and Protections**

- c) Right to Negotiate. Equity and the Producer agree that the rules in this Agreement are minimum standards and do not limit an Actor or Stage Manager's right to negotiate better terms and conditions of employment.
  - d) "As Cast" Prohibited. For the purposes of this agreement, "As Cast" is a designation that is intended to allow the Producer to assign additional roles and duties subsequent to the signing of contract. All roles and duties must be specified in the Actor or Stage Manager's contract at the time of signing. Additional roles and duties may only be added by way of a mutually agreed-to, signed rider to the Equity contract and under the terms and conditions provided for in this agreement, including all additional payments due. No Actor or Stage Manager will be required to perform duties other than those for which they are properly contracted under an Equity contract.
  - e) Determination of Classification. Equity has the right to determine whether an individual is correctly classified as a Principal, Chorus, Stage Manager or Assistant Stage Manager, and the Producer agrees that Equity's determination will be final.
  - f) Changes and Alterations. Neither the Actor, Stage Manager nor the Producer has any right or power to waive any of the minimum conditions set forth in the employment contract or this Agreement without the written consent of Equity. All riders, changes, waivers, or substitutions made to any contract of employment require the consent of Equity in writing. If Equity does not consent, said riders, changes, waivers, or substitutions will be considered void.
  - g) Notice of Changes and Alterations. At time of offer, the Producer must inform the Actor or Stage Manager of all terms agreed to between the Producer and Equity. If the season terms have not been finalized, the Producer will disclose the previous season's terms, if applicable. If changes are agreed to after the time of offer, the Producer will immediately disclose those terms to the Actor and Stage Manager.
  - h) Executed Agreement. The Producer must file with Equity all signed employment contracts and riders within one week after they are signed.
2. CONTINUOUS EMPLOYMENT.
- a) Employment begins on the first day of rehearsal, pre-production or the day of arrival in the city, whichever comes first.
  - b) Employment must be compensated continuously through the duration of the contract and may not be prorated, except as specifically provided in this agreement.
3. MINIMUM TERM OF EMPLOYMENT. The Producer guarantees the Actor and Stage Manager a minimum of two weeks of employment, except as provided below in REPLACEMENTS.
4. REPLACEMENTS

## **Rights and Protections**

- a) General. An Actor or Stage Manager who leaves the production must be replaced under Equity contract. Replacements must have a minimum of three days' rehearsal/training under Equity contract and these days may be prorated. When replacing non-professionals who leave a production, the replacement may be under an Equity contract.
- b) Emergency Replacement. An emergency replacement is when an Actor must be replaced in an emergency, and is not provided the required three days of rehearsal. In these circumstances, the emergency replacement may agree to read the part from on or offstage and will be compensated at one and one-half times the prorated performance salary for each performance up to three. If a Stage Manager must be replaced in an emergency, the same compensation will be due. The Producer will provide all training and support that an emergency replacement Stage Manager may reasonably request to help assume the duties without three days' training. Any functions performed by an emergency replacement may not create inherently dangerous conditions. (See also V.H.18 INHERENTLY DANGEROUS CONDITIONS PROHIBITED)
- c) Replacement Contract. Any replacement must be signed to a minimum of a one-week contract. In the case of a Temporary Replacement, the guaranteed duration of the contract must be stated on the face of the Actor or Stage Manager's contract.
- d) Alternating with Understudy or Replacement.
  - (1) Without Actor or Stage Manager's Consent. No Actor or Stage Manager can be required to alternate without Equity's written agreement. If, in violation of the above, an Actor or Stage Manager is required to alternate without that agreement in place, the Actor or Stage Manager cannot be required to return to work without Equity's consent; however, all payments under the contract will still be due.
  - (2) With the Actor or Stage Manager's Consent. An Actor or Stage Manager may consent in a rider to their contract to alternate performances with another Actor or Stage Manager or withdraw from a performance to permit the understudy to perform. The rider must detail all terms related to this consent. Notice that more than one Actor or Stage Manager is performing a role must be stated in the program and the Actor or Stage Manager performing must be properly identified. If such notice is not included in the program, any change of the Company must be announced in accordance with this Agreement.
  - (3) Replacement or Termination Due to Actor or Stage Manager's Inability to Perform. If an Actor or Stage Manager is late or is noticeably intoxicated or similarly impaired, the Producer may decide to replace the Actor or Stage Manager for that performance and require them to return the next. The following steps will be taken:
    - (a) The Producer must notify Equity in writing within 24 hours of both the action taken and the specific reasons.
    - (b) Equity may object to the reason for replacement and/or termination.

- (c) If the Producer and Equity determine that the replacement or termination was without cause, the Actor or Stage Manager will be paid for the missed performance(s) and, if terminated, will continue their employment. Payment must be made prior to that continuation.
  - (d) Should the Producer and Equity not agree, the issue shall be subject to VI, A RESOLVING ISSUES.
  - (e) The Actor or Stage Manager cannot be required to report to work until a final determination is made.
- 5. RE-ENGAGEMENT OF THE ACTOR OR STAGE MANAGER. If a Producer dismisses or gives notice of termination to an Actor or Stage Manager, the Producer may not re-engage the Actor or Stage Manager for the same part at a lesser salary than the Actor or Stage Manager received at the time of termination.
- 6. NUDITY AND INTIMACY. See V.L
- 7. TERMINATION
  - a) Notices. All notices of termination must be made in writing. Copies of all notices must be filed with Equity immediately by the party (Actor, Stage Manager or Producer) giving notice. If the Actor or Stage Manager is not allowed or required to work to the end of any notice properly given under the terms below, the Actor or Stage Manager will be paid all amounts due immediately upon the giving of notice and the Actor or Stage Manager may immediately accept other employment.
    - (1) All notices from the Actor or Stage Manager to the Producer must be given to the Producer, the company manager, or other designated representative of the Producer. No Actor or Stage Manager may be the designated representative.
    - (2) All notices from the Producer to the Actor or Stage Manager must be given to them personally or, when not possible, delivered by mail or email. However, all communications that refer to the Company in general must be posted on the callboard.
  - b) Before First Day of Rehearsal. Before the first day of employment, contracts may be terminated as follows:
    - (1) By the Actor or Stage Manager. An Actor or Stage Manager may give notice to the Producer at any time prior to two weeks before the first rehearsal date on the contract. During the two weeks prior to the first rehearsal, the Actor or Stage Manager may terminate the contract by paying one week's contractual salary to the Producer. Said payment, in the form of a certified check, cashier's check, or money order, must accompany the termination notice in order for such notice to be effective.

- (2) By Producer. The Producer may terminate the Actor or Stage Manager's contract any time prior to the reporting date on the face of the contract by giving written notice to the Actor or Stage Manager and paying the Actor or Stage Manager two weeks' contractual salary, including benefits. Said payment must accompany the termination notice in order for such notice to be effective.
- c) From First Day of Rehearsal to First Paid Public Performance. From First Day of Rehearsal to First Paid Public Performance, contracts may be terminated as follows:
  - (1) By the Actor or Stage Manager. The Actor or Stage Manager may terminate the contract by giving the Producer two weeks' notice.
  - (2) By the Producer. The Producer may terminate the Actor or Stage Manager's contract any time by giving notice to the Actor or Stage Manager and paying the Actor or Stage Manager for all work to date plus two weeks' contractual salary, including benefits. This payment must accompany the termination notice in order for such notice to be effective.
- d) Individual Termination After the First Paid Public Performance. After the first paid public performance, standard contracts may be terminated as follows:
  - (1) Two Weeks' Notice. Either party may terminate the contract on or after the date of the first paid public performance by giving the other party two weeks' written notice.
  - (2) Just Cause. The just cause provision is in effect ten days after the individual Actor or Stage Manager's first performance. Once the just cause provisions are in effect, the Producer may only terminate the Actor or Stage Manager's contract for just cause. If Equity requests, the Producer must provide the reasons for such termination to both Equity and the Actor or Stage Manager in writing within two weeks of the request. Equity may investigate and/or challenge any termination. If it is determined that an Actor or Stage Manager was terminated without just cause, the arbitrator's award is limited to monetary damages of not more than 15 weeks' contractual salary and all benefits.
- e) Closing Notice. The Producer may close the production or season upon a one week's notice; however, in no event will the Actor or Stage Manager be paid less than two weeks' salary, including benefits. The Producer must post this closing notice before the curtain up of the last performance of the week preceding the closing week. When an entire production or season is closed in accordance with this provision, the closing notice will supersede any individual termination notice.
- f) Extension of Engagement. The Producer may state a contemplated closing date on the face of the contract. This will not be considered a guarantee. Should the Producer extend the production beyond the contemplated closing date, the Actor or Stage Manager may either decline the extension in writing or sign a rider to the contract to agree to the new contemplated closing date with a copy filed with Equity. Notice of the extension may be less than two weeks.

8. REOPENING. Once a production is closed, it will not be reopened for rehearsal or performance within eight weeks of closing, or reopen under any equity contract, without the consent of equity. Such consent will not be unreasonably withheld and will be under the terms and conditions determined by equity.
9. MORE REMUNERATIVE EMPLOYMENT
  - a) Any Actor or Stage Manager will be entitled to an unpaid leave of absence in order to accept more remunerative employment (MRE) in the entertainment industry, including but not limited to any work within the jurisdiction of any of the 4As Unions or other theatrical guilds, print work or modeling or non-star one-person shows. Such absence will not constitute grounds for dismissal or any other disciplinary action.
    - (1) Short-Term More Remunerative Employment. For an absence requiring the Actor or Stage Manager to miss one to three days of rehearsal or performance, the Actor or Stage Manager must give written notice to the Producer or the Producer's duly authorized representative no later than 48 hours prior to the first missed rehearsal or performance. For an absence of four to seven days, the Actor or Stage Manager must give 72 hours' written notice as indicated above.
    - (2) Long-Term More Remunerative Employment. For an absence requiring the Actor or Stage Manager to miss eight to 14 days of rehearsal or performance, the Actor or Stage Manager must give written notice to the Producer or the Producer's duly authorized representative no later than seven days prior to the first missed rehearsal or performance.
    - (3) Extended More Remunerative Employment. Should the Actor or Stage Manager's absence due to more remunerative employment extend beyond 14 days, the Actor or Stage Manager's contract may be terminated by the Producer without further financial obligation, by giving the Actor or Stage Manager written notice to be effective immediately, provided they have been compensated for all services rendered to date.
  - b) The Actor or Stage Manager will not be excused for more remunerative employment during the eight-day period set forth in the terms letter.
  - c) The Actor or Stage Manager will provide the Stage Manager and Producer with a written schedule of all such work where unexpected delays might cause the Actor or Stage Manager to be late for or miss a rehearsal or performance. Further, the Actor or Stage Manager will inform the Stage Manager and the Producer immediately in the event that such potential conflict will in fact cause absence. The Producer must provide an understudy or temporary replacement for the Actor or Stage Manager to cover any performance at which the Actor or Stage Manager may be unable to perform.
  - d) The Actor or Stage Manager who returns from more remunerative employment leave may rehearse or perform at the Producer's discretion.
  - e) The Producer may deduct the appropriate prorated portion of the Actor or Stage Manager's contractual salary for each rehearsal day or performance missed due to MRE leave.

- f) If requested, the Actor or Stage Manager will furnish proof of the more remunerative employment.
  - g) If notice of termination is given during or before MRE leave, the leave will be calculated as part of the notice period.
10. MINORS
- a) Auditions. Auditions for Minors may begin no earlier than 3:30pm on school days. See also V.A.
  - b) Travel. Whenever Minors are required to travel, they must be accompanied by a parent, guardian or adult designated by the parent or guardian. All terms and conditions under which the Minor's parent, guardian or designated accompanying adult will travel and lodge during the Minor's term of employment must be described in a rider to the Minor's contract, which must be attached prior to signing. Producer-provided housing will be appropriate for two people. Should a per diem be due to the Minor, the Producer will pay the Minor not less than twice the per diem rate.
  - c) The Producer must provide a responsible person to supervise Minors under the age of 16 during the rehearsal period and all performances from half-hour until a parent, guardian or adult designated by the parent has called for each Minor after curtain down. Such persons' sole responsibility during the rehearsal and performances will be the supervision of said Minors, and Stage Managers (including Assistant Stage Managers, non-union assistant stage managers, production assistants) in the production will not perform such supervisory duties.
  - d) Dressing Rooms. Producer will assign dressing room space for Minors in age-appropriate combinations, which will be separate from adults. (See also V.H.1.j).
  - e) Tutoring. Then Producer must provide a tutor for all Minors who are away from their place of residence during their normal school term. Tutorial time will be deducted from the allowed rehearsal hours.
  - f) Working Papers. The Minor's working papers, where required, must be filed with the applicable state authorities (copy to Equity) by the Minor's first day of employment.
  - g) Legal. The Producer will adhere to applicable laws governing employment of minors.
11. PROTECTIONS IN THE EVENT OF A PRODUCTION PROSECUTED.
- a) It is specifically agreed and understood between the Actor or Stage Manager and the Producer that the language, business, and costuming of the play are under the control and direction of the Producer and the author who, according to custom, can at any time erase or amend the scenes and lines, and that, consequently, the Actor or Stage Manager has no certain way of knowing during rehearsals whether the play in its final presentation is susceptible to these claims or charges.



- b) The Producer represents to the Actor or Stage Manager that the play as produced will not violate any law or give offense which is punishable by any law and expressly agrees that should the Producer or the author be arrested or summoned on such charges, the Actor or Stage Manager may terminate the engagement with Equity's consent.
- c) Upon such termination the Producer must pay to the Actor or Stage Manager all sums due under this Agreement plus one week's salary as compensation for the termination of the engagement without notice. In no event will the Actor or Stage Manager receive less than a total of two weeks' salary.
- d) If the production or performances of a production be complained of as being in violation of any statute, ordinance, or law of the United States or any state or municipality, and if a claim or charge, either civil or criminal, be made against the Actor or Stage Manager arising out of employment in such production, the Producer will defend the Actor or Stage Manager at the Producer's own expense or pay any and all reasonable charges made or incurred by the Actor or Stage Manager in the Actor or Stage Manager's defense and compensate the Actor or Stage Manager for any loss or damage which the Actor or Stage Manager may suffer arising out of employment in the production.
- e) In the case of an arrest due to the nature of the play or its production, the Producer will furnish bail for the Actor or Stage Manager; in the event the Producer fails to do so, or for any breach of this rule, the Producer will pay to the Actor or Stage Manager (Equity consenting) the sum of \$2,000.00. After an arrest, the Actor or Stage Manager may demand a suspension of performance pending a determination; this suspension will not terminate or otherwise affect the terms of this Agreement unless Equity otherwise orders.

### **E. EQUAL EMPLOYMENT OPPORTUNITY – DIVERSE & INCLUSIVE CASTING – NO DISCRIMINATION, BULLYING OR HARASSMENT.**

#### **1. DEFINITIONS**

- a) The term "bullying" includes, but is not limited to, repeated, verbal or physical conduct that denigrates or shows hostility or aversion towards an individual. Examples of bullying include, but are not limited to, repeated infliction of verbal abuse, threatening, intimidating or hostile acts, verbal or non-verbal conduct that a reasonable person would find threatening, intimidating or humiliating by one or more persons against another or others, at the workplace, in work-related activities and/or in the course of employment.
- b) The term "sexual harassment" includes, but is not limited to, sexual or physical assault, unwelcome physical contact of a sexual nature, repeated unwelcome sexual advances or overtures, promises in exchange for sexual favors, sexual jokes, the unwanted sharing of pornographic or sexualized pictures, and other verbal, written, or physical harassment of a sexual nature which are offensive, unwanted or objectionable to the recipient.

- c) The term "sex-based discrimination" includes, but is not limited to, treating someone unfavorably or unequally because of the person's sex, including the person's sexual orientation, gender identity, gender expression, transgender status, or pregnancy. Treating someone unfavorably can include but is not limited to making offensive or derogatory remarks and repeated or intentional misgendering or deadnaming.
  - d) The term "racial discrimination" includes, but is not limited to, treating someone unfavorably or unequally because they are of a certain race or because of personal characteristics associated with race (such as hair texture, skin color or complexion, or facial features). Racial discrimination includes offensive or derogatory remarks about a person's race, jokes involving someone's race, and other verbal or written remarks or statements involving someone's race which are offensive, unwanted, or objectionable.
  - e) References to "discrimination", "harassment" and "bias" will be considered behavior that creates a negative impact to an employee on the basis of a personal characteristic, including but not limited to race or ethnicity, hair texture, sex, sexual orientation, gender/gender identity or expression, transgender status, age, religion, national origin, disability, familial status, veteran status, or political persuasion or belief. These personal characteristics will be considered examples, but not an exhaustive list, of "underrepresented groups" or "marginalized groups."
2. AUDITIONS, INTERVIEWS AND HIRING
- a) Affirmation. The parties affirm their commitment to a policy of equal employment opportunity designed to build a representative theatrical industry that exemplifies diversity, equity, inclusion, and access. Unless otherwise textually or contextually indicated, all parts/roles/positions must be open to all Actors and Stage Managers without bias. Casting and hiring notices, calls and cast breakdowns will clearly state that the audition process is open to all Actors and Stage Managers. The Producer agrees that all auditions will be conducted in spaces, on premises, and with materials that are accessible to everyone.
  - b) The Producer agrees that the casting of all productions and the hiring of Stage Managers will be conducted in such a manner as to provide full and fair consideration to Actors and Stage Managers of all races, ethnicities, gender identities and expressions, sexual orientations, and ages, and those with disabilities. The Producer agrees that all auditions will be conducted in spaces, on premises, and with materials that are accessible to everyone.
  - c) The Producer commits to a practice of Diverse and Inclusive Hiring, which is defined as the hiring of Actors and Stage Managers of any underrepresented or marginalized group. It is agreed that the Producer will maintain the right of artistic discretion.
  - d) Actors and Stage Managers with Disabilities

## **Rights and Protections**

- (1) When an Actor or Stage Manager with a disability is employed, reasonable accommodations, as defined by the Americans with Disabilities Act, will be provided. Additionally, when a Stage Manager with disabilities is engaged, and the Stage Manager's booth is not accessible, Producer will make an alternative space available.
- (2) All audition material provided by the Producer shall, upon request, be made available to performers who are blind or have low vision at least 48 hours in advance of the audition, at a place set by the Producer and clearly communicated to members.
- (3) All auditions must be held on premises which are architecturally accessible. If auditions cannot be held in premises that are architecturally accessible, the Producer will, upon notification by Equity or by a performer with a disability who wishes to audition, arrange for an appropriate audition facility to accommodate performers with disabilities.
- (4) When a role to be cast depicts a person with a specific disability, the Producer agrees to include this information in the casting specifications and at the same time to notify Equity of such specifications so that Actors with similar disabilities may be informed and given the opportunity to audition for the role. Producers will make a reasonable effort to cast a role depicting a person with a disability with a performer with said, or a similar, disability.
- (5) When a d/Deaf or hard of hearing performer is auditioning for any role, the Producer will provide a qualified interpreter or other appropriate accommodation for the d/Deaf or hard of hearing upon request of the Actor to the Producer or Equity.
- (6) In all cases where a separate accessible audition space is required, the same creative team members must be present in all spaces.

### **3. NON-DISCRIMINATION**

- a) Notwithstanding Rule III.F, NO LOCKOUTS OR STRIKES, the Actor and/or Stage Manager will not be required to work in any production or any location where discrimination, bias, prejudice, bullying, or harassment is permitted or practiced against any worker or patron and/or enacted regarding admission or seating.
- b) Equity will determine whether discrimination, bias, and/or prejudice exists in the workplace. Any dispute between Equity and the Producer will be subject to VI.A.2, ARBITRATION.

### **4. HARASSMENT-FREE WORKPLACE POLICY.** The Producer will provide a safe, inclusive, accessible, and diverse workplace free from discrimination, bullying, and harassment.

- a) Training and Education. All employers covered by this agreement must provide mandatory anti-sexual harassment training to their respective employees and create and maintain anti-harassment policies. Such training and policies will be designed to satisfy the obligations imposed by federal, state and local laws. They will also be provided to Actors' Equity Association and distributed to all Actors and Stage Managers no later than the first rehearsal.
  - b) Prohibited Conduct. Discriminatory conduct, harassment and bullying are strictly prohibited whether committed by supervisory or non-supervisory personnel, management, employees, or third parties and will be addressed directly and immediately. The Producer will designate an individual who is not a member of the company (actors and stage managers) of the production to whom any allegations of Prohibited Conduct may initially be reported. Such individual shall:
    - (1) be identified to Equity;
    - (2) be identified to all stage managers and actors on the first day of work;
    - (3) be reasonably available to the stage managers and actors;
    - (4) and be Equity's point of contact on these issues.
  - c) Non-Retaliation. Retaliation against an employee for reporting alleged prohibited conduct in good faith, or for participating in an investigation of such conduct, is strictly prohibited.
  - d) Human Resources Personnel. To facilitate such reporting, the Producer is committed to having and making accessible to employees designated Human Resources expertise suited to the size and need of each show and/or organization, either by training existing personnel, utilizing a qualified outside provider, hiring a qualified professional or other appropriate means.
  - e) Union Representative. An actor or stage manager that wishes to report any such Prohibited Conduct may ask for union representation throughout the reporting process. When such stage manager or actor does ask for union representation, the Producer will not reject such request.
5. ACCOMODATIONS WITH RESPECT TO EQUITY CONTRACTUAL REQUIREMENTS. Throughout this agreement there are requirements including but not limited to requiring signatures and written notice and such requirements will not be understood to limit the employer's obligation to provide reasonable accommodations for Actors and Stage Managers with disabilities regarding these requirements.
6. HEALTH CARE PRIVACY, PROTECTION AND LEAVE.
- a) Leave may be taken to access health care (including but not limited to reproductive or gender-affirming care). The Producer shall identify a private point of contact, who may not be an actor or stage manager on contract, to whom actors and stage managers will give notice of leave. The Producer will not ask actors or stage managers, either orally or in writing, to provide information or documentation regarding health care choices for any reason, including the use of leave.

- b) The Producer will immediately notify the actor or stage manager and Equity if they are contacted by any branch of government or law enforcement regarding an actor's or stage manager's health care choices or gender identity or expression, or receive a search or arrest warrant, administrative subpoena, or any other request for documents regarding the same.
- c) All medical and health care information must be kept strictly confidential.
- d) Actors and stage managers should only be made aware of someone's absence as it affects their ability to do their job (i.e. the need to call rehearsals for understudies, schedule costume fittings, etc.), and no specific information about the absence will be made available to anyone.
- e) The Producer shall disclose any and all surveillance software installed on company-owned devices upon providing the devices and will not use company-owned devices to geographically track employees.
- f) No actor or stage manager shall be subject to discrimination, retaliation, discipline or any other adverse employment action, including but not limited to changes in terms and conditions of employment and/or rights to compensation, housing, or other benefits of this contract as a result of any health care choices, irrespective of the legal status of the health care.

**F. LOCKOUTS AND STRIKES.**

1. No Actor or Stage Manager will be discharged, disciplined or replaced by the Producer for the following:
  - a) Refusing to cross a picket line or enter the premises picketed by employees of the Producer other than those covered by this Agreement; or
  - b) Refusing to cross a picket line or enter the premises of an employer other than the Producer.
  - c) In either instance, the strike or picket must:
    - (1) Be properly ratified by the appropriate body of the parent union; and
    - (2) Be endorsed by the Council of Actors' Equity Association.
2. The Producer will not lock out any Actor or Stage Manager and neither the Actors nor Equity shall call, sanction or participate in a strike except as provided in this provision.
3. No Actor or Stage Manager will be required to perform or enter the theater if doing so endangers the Actor or Stage Manager's safety.
4. If a strike by the Actors and Stage Managers occurs during the period of this Agreement, Equity will be deemed not to have violated this rule if Equity does not assist, encourage or condone the strike, and takes reasonable means to terminate the strike.
5. The provisions of this Rule will not affect the rights of Equity or any Actor or Stage Manager under this agreement, not limited to VI.A.3 BREACHES BY PRODUCER, III.B.2 DEFAULTING EMPLOYERS, III.E EQUAL EMPLOYMENT OPPORTUNITY or III.D.11 PROTECTIONS IN THE EVENT OF A PRODUCTION PROSECUTED.

**IV. BENEFITS AND COMPENSATION**

**A. BENEFITS**

1. **HEALTH.** The Producer agrees to pay to the Equity-League Health Trust Fund the specified rate for each Actor and Stage Manager in each workweek or part of a workweek that the Actor or Stage Manager is engaged under contract. These rates are inclusive of the Supplemental Worker's Compensation Plan. (See IV.B) Payments will begin with the Actor or Stage Manager's first day of employment. No pro-ration of the health payment will be allowed in a partial week. Health premiums will be specified in the Producer's Terms Letter.
2. **PENSION.** The Producer will participate in the Equity-League Pension Trust Fund and will make weekly contributions thereto in an amount equal to 8% of all gross salary payments made to the Actor or Stage Manager.
3. **401(K) PLAN.** The Actor or Stage Manager will have the option to contribute to the Equity-League 401(k) Plan. The Producer agrees to make salary deferrals, as directed by the Actor or Stage Manager, and remit these deferrals to the plan. The Producer will make necessary deferral paperwork available upon request.
4. **DECLARATION OF TRUST.** The Producer agrees to be bound by the Agreement and Declaration of Trust establishing the Health Trust Fund, Equity-League Pension Trust Fund and Equity-League 401(k) Plan, including all its rules and regulations, and any and all amendments and modifications thereto which may be adopted by its Trustees during the term of this Agreement.

**B. INJURY: WORKERS' COMPENSATION INSURANCE**

1. The Producer agrees to obtain and maintain Workers' Compensation Insurance Coverage for all Actors and Stage Managers in their employ regardless of state requirements. Failure to obtain Workers' Compensation Insurance will make the Producer liable to the Actor or Stage Manager for payments equivalent to any Workers' Compensation benefits lost. This obligation will survive the termination of the Actor or Stage Manager's contract of employment.
2. **Record Keeping for Illnesses and Injuries.** The Producer will report all accidents and injuries to Equity utilizing a weekly report supplied by Equity for every workweek. If the injury or illness is recordable as defined by OSHA (Occupational Safety and Health Administration), then the Producer must provide a copy to Equity all applicable documentation (e.g., OSHA Form 300 log, OSHA form 301 Incident Report) within five calendar days of each occurrence. During the second week of March every year, the Producer will provide a copy to Equity the injury and illness annual summary (e.g., OSHA Form 300A) recorded the previous year that is posted to employees required by OSHA.

**C. SOCIAL SECURITY AND UNEMPLOYMENT**

1. The Actor or Stage Manager must be covered by all federal and state laws constituting what are commonly known as social security acts, including unemployment insurance, and it is further agreed that the Producer, during the term of the Actor or Stage Manager's contract, will pay any and all taxes or payments required to be paid by employers under the provisions of said laws.
2. If the Producer is not required to provide benefits under the law, the Producer will provide social security benefits under the elective provisions of the social security law.
3. In the event the services of the Actor or Stage Manager are not subject to the compulsory provisions of an unemployment compensation law of any state, then the Producer agrees that the Producer will elect to cover the services of the Actor or Stage Manager, and pay contributions on the services of the Actor or Stage Manager, under the elective provisions of the unemployment insurance law of the state where the theater maintains an office or the origin state of the production, whichever is applicable. The Producer will elect said coverage, execute and file the necessary forms, and pay contributions within the time required by the applicable state law.
4. The Producer will advise the Actor or Stage Manager of the state in which the coverage obtains and will furnish the Producer's unemployment registration number to the Actor or Stage Manager and to Equity as soon as such number is assigned to the Producer.
5. The Producer will submit proof satisfactory to Equity that they have applied for unemployment insurance coverage, and deliver a true copy of that application to Equity. The Producer warrants and represents that they will not withdraw such application nor modify or change it without written consent of Equity.
6. In the event the Producer fails to provide unemployment insurance coverage where designated and available, the Producer will pay to the Actor or Stage Manager the equivalent of any unemployment insurance benefits the Actor or Stage Manager may lose as a result. This obligation will survive the termination of the Actor or Stage Manager's contract of employment.

**D. LEAVE**

**1. ILLNESS AND SICK LEAVE**

- a) Accrual. Beginning with the first day of employment, the Actor or Stage Manager will be entitled to paid sick leave at the rate of one day for each four weeks of employment up to a maximum of 10 days every 12 months of employment. Sick leave will be credited at the beginning of each four-week period. If an Actor or Stage Manager's salary has been reduced as a result of illness or medical appointment before sufficient sick leave has accrued, when the Actor or Stage Manager earns additional sick leave they will be reimbursed an amount equivalent to the deduction.

- b) **Salary Payment.** If the Actor or Stage Manager cannot perform duties on account of illness, injury (other than an injury as specified in IV.B INJURY: WORKERS' COMPENSATION INSURANCE) or any other valid medical reason, then the Actor or Stage Manager will not be entitled to any salary for the time during which they, for such reason or reasons, cannot perform, except as provided in (a) above. Should the foregoing condition continue for a period of seven consecutive days or more, either party may immediately terminate the contract with permission of Equity, and the Producer will pay the Actor or Stage Manager for all services to date.
- c) **Replacement.** A non-professional understudy or replacement may replace an ill or injured Actor or Stage Manager for up to two consecutive weeks.

## 2. VACATION

- a) **Vacation Time.** At the end of each six months of employment in a season, the Actor or Stage Manager will be eligible to use one week of vacation time at their option.
- b) **Notice of Vacation.** The Actor or Stage Manager will give the Producer five weeks' written notice of the date of the intended vacation. Said date will be approved or not approved by the Producer in writing within one week of receipt of the Actor or Stage Manager's notice.
- c) **Vacation Pay.**
  - (1) **Accrual.** The Actor or Stage Manager will accrue vacation pay at the rate of 4% of contractual salary beginning with the first day of employment and will be eligible for payment after 12 weeks of employment in a season regardless of whether the Actor or Stage Manager chooses to take vacation time.
  - (2) **Payment.** The Actor or Stage Manager will be eligible for payment of accrued vacation in one of two ways:
    - (a) If the Actor or Stage Manager uses vacation time, they will be paid the accrued vacation pay along with the last regular salary payment prior to the vacation.
    - (b) If the Actor or Stage Manager does not use vacation time, the accrued vacation pay will be due as salary in addition to the contractual salary upon the Actor or Stage Manager's request but, in any event, no later than at the closing of the season.
- d) **Contributions and Deductions.** The Producer will make an 8% Pension contribution of gross salary payments and Equity Working Dues deduction on all vacation pay. A health contribution is required during a workweek in which an Actor or Stage Manager receives time off but is not required for vacation monies paid after the contract terminates.



3. **BEREAVEMENT.** The Actor or Stage Manager will be permitted bereavement leave. The Producer may require reasonable proof of need for bereavement leave. In no event will the Actor or Stage Manager be limited to fewer than three days of bereavement leave (including paid and unpaid) in each employment year. Sick leave or vacation may be used as paid bereavement leave. Additional days may be granted by the Producer for which the Actor or Stage Manager is not required to be paid.
4. **MILITARY SERVICE.** Any Actor or Stage Manager called to military service may terminate their contract by giving as much notice as possible. The Producer is not required to pay the Actor or Stage Manager's return fare, if applicable. The Actor or Stage Manager will not pay their successor's fare.
5. **PARENTAL LEAVE.** An Actor or Stage Manager will be entitled to up to 180 days of unpaid parental leave for the birth, adoption or foster care placement of a new child within the last 12 months. The Stage Manager or Actor will remain on contract but is not required to be paid or accrue benefits during such leave. The Actor or Stage Manager must give at least two weeks' notice of such leave and at least two weeks' notice of subsequent return to work.

## **E. SALARY**

### **1. GENERAL**

- a) Minimum weekly salaries will be set forth in the terms letter.
- b) The actual agreed-upon salary of the Actor or Stage Manager must be stated in the contract and a lesser or fictitious salary will not be listed.
- c) If an Actor or Stage Manager's salary for a workweek results in an hourly wage rate that is lower than the federal, state, and/or local minimum wage rate then in effect in the location where work is performed, the Actor or Stage Manager will be instead paid for that workweek a salary with an hourly rate that equates to the highest of the applicable federal, local, or state minimum wage rate then in effect in that location.

### **2. PAYMENT**

- a) The Producer will pay the Actor or Stage Manager all rehearsal and performance salary owed for each week no later than the evening prior to the last banking day of the week, but in no event later than Thursday.
- b) The Producer will use best efforts to provide the Actor and Stage Manager with the option of direct deposit of paychecks and per diem checks to the bank of the Actor or Stage Manager's choice. Under no circumstances will the Actor or Stage Manager be charged a fee for direct deposit.
- c) Where checks are used, the Producer will make facilities immediately available for cashing said checks at no cost to the Actor or Stage Manager.
- d) The Actor or Stage Manager will be issued a paycheck stub or other record indicating the gross salary, itemized additions (including, but not limited to, overtime), and itemized deductions (including, but not limited to, union dues deductions, federal, state and local taxes and social security).

**3. OVERTIME**

- a) Overtime will be calculated by dividing the contractual salary by the number of weekly rehearsal hours allowable under the contract multiplied by 1.5, except that any time worked which invades the 12-hour rest break shall be paid at double the overtime rate. Overtime must be paid in a minimum of half hour increments and included in the next week's paycheck.

**4. INCREMENTS**

- a) Tech Week Compensation. For the designated tech week of each production, the Stage Manager and Assistant Stage Manager will be paid, in addition to contractual salary, not less than 1/6 of contractual salary. This increment will be paid in addition to any penalty or overtime due during the tech week.
- b) Understudy Increment.
  - (1) If any performing Actor or any Actor assigned as a Full Swing understudies a Principal part or a role, the Actor will receive no less than 8% of contractual salary per week for each such assignment in addition to contractual salary.
  - (2) Contracted Understudies who are not performing members of the company and are not assigned as Swings must be paid no less than the applicable minimum salary for Actors.
- c) Chorus Increments. The following payments will be due weekly to a Chorus Actor for each occurrence of the following assignments:
  - (1) For playing a Principal Part, 7% of weekly contractual salary.
  - (2) For playing a Chorus Part, 4% of weekly contractual salary.
  - (3) For understudying a Chorus Part, 2.5% of weekly contractual salary.
  - (4) For Partial Swing assignment (one who is assigned to swing one or more numbers), 8% of weekly contractual salary.
  - (5) Full Swings will be signed to an appropriate Chorus contract and must be paid no less than the applicable minimum salary for Actors.
- d) Dance Captain. A Dance Captain must receive an increment of no less than 20% of weekly contractual salary per week from the first day of rehearsal.
- e) Fight Captain. A Fight Captain must receive an increment of no less than 10% of weekly contractual salary per week from the first week of rehearsal.
- f) Additional Duties. The Actor or Stage Manager will not be required to do any additional work outside of assignments specified in their contract without mutual agreement and an additional negotiated compensation. The terms of the additional duties will be detailed in a rider to the contract. (See also V.F.12)

### g) Musical Instruments

- (1) When an Actor agrees to play a Musical Instrument, the Actor must be paid at least 7.5% and an additional 2.5% of minimum salary for each additional instruments which will commence upon first use, including use in rehearsal. This does not include brief moments of musicality or the use of "classroom instruments".
- (2) When an Actor agrees to provide a musical instrument to be used in a production, the Producer must negotiate a weekly instrument rental fee of no less than \$20 per instrument which will commence upon first use, including use in rehearsal. Producers will supply all accessories required for all instruments during rehearsal and the run of the production. This includes but is not limited to guitar picks, strings, reeds, straps, stands, bow repairs, etc. The Producer must provide adequate insurance in case of damage/loss to the Actor's personal musical instrument.
- (3) When Actors are required to play instruments, sufficient time (as determined by individual Actor Instrumentalist) must be permitted for instrument preparation, tuning and warm-up prior to the rehearsal/performance start time. Such time will not be deducted from allowable hours.
- (4) Actor and Stage Managers will not be required to act as Music Preparation personnel, Music Copying personnel, Rehearsal accompanists, Music Directors, Composers, or similar positions, unless, by mutual agreement and negotiation, they are contracted and compensated separately from the Equity contract. Any such responsibilities may not be a condition of employment. If a separate, written contract is made, a copy of such contract will be forwarded to Equity.
- (5) Instruments provided by actors for the production must be stored in climate-controlled rooms and transported with care. All efforts must be made to ensure safe transport of all instruments.

### h) Concurrent Productions.

- (1) An Actor or Stage Manager may be employed for concurrent productions or two productions in the same week. Any such assignment will be set forth in a rider to the contract.
- (2) Compensation will be increased by no less than 24% for an Actor and 34% for a Stage Manager of the weekly minimum salary for any week in which the Actor or Stage Manager is employed in on a single contract on concurrent productions.

### i) Extended Performance Salary Adjustment:

- (1) Any Actor or Stage Manager who remains on contract for the same production for an extended run must receive salary increases as follows:
  - (a) Beginning the seventh week of performances, contractual salary will be increased by no less than an additional 10%.

- (b) Beginning the 25th week of performances, contractual salary will be increased by no less than an additional 5%.
- (c) Thereafter, contractual salary must be increased by no less than an additional 5% for each 25 weeks of performances.
- (d) All other increases required by the contract will also apply.

**F. PARKING.**

The Producer must provide parking for the Actors and Stage Managers under at least the same conditions as offered to a majority of the Producer's staff. Accessible parking will be made available as required by law.

**G. NON- LOCAL ACTORS AND STAGE MANAGERS.**

1. HOUSING. Any Actor or Stage Manager who resides outside of a distance designated in the terms letter from the rehearsal or performance space will be provided with the following:
  - a) Housing.
    - (1) The Producer will supply, at no cost to the Actor or Stage Manager, heated and air-conditioned housing kept at a healthful and comfortable temperature with access to full kitchen and bathroom facilities, which may be shared. Bathrooms may be shared by no more than three Actors or Stage Managers. Each Actor or Stage Manager will be provided a single, private bedroom.
    - (2) Housing accommodations must be available without discrimination.
    - (3) The following will be the minimum furnishings supplied in housing at no cost to the Actor or Stage Manager:
      - bed and mattress in good condition
      - nightstand
      - reading lamp
      - armchair or sofa
      - table and chairs
      - lamp
      - dresser
      - mirror
      - hangers
      - linens/towels
      - pillows
      - blankets
      - wastebasket
      - radio alarm clock with battery back up
      - first aid kit
      - television and cable or other equivalent service, where available and necessary for adequate reception

## Benefits and Compensation

- high speed, consumer grade internet access

In multi-bedroom units or dormitories, the television, telephone and armchairs or sofa may be provided in the common area.

(4) The following will be the minimum kitchen equipment supplied in each Actor or Stage Manager's housing:

- pots and pans with lids
- coffee maker
- cooking utensils, including measuring cups and spoons
- place settings for four, including plates, silverware, glasses and mugs
- can opener
- kitchen knives
- colander
- broom and dustpan
- If the housing contains a microwave oven, microwave-safe accessories will be furnished.
- Where housekeeping is not provided, a mop and pail will be furnished. If the housing contains carpet, access will be provided to a vacuum.

(5) The Producer will provide an initial set-up of the following items in the housing prior to Actor or Stage Manager's arrival:

- toilet paper
- paper towels
- hand soap
- dish soap
- salt and pepper
- sugar
- coffee
- tea
- garbage bags
- sponge

b) Housing will be secure and maintained in safe and sanitary conditions. Except in an emergency, the employer must give reasonable notice to the Actor or Stage Manager of anyone entering housing who is not residing in the housing (i.e., maintenance, cleaning staff, etc.)

## Benefits and Compensation

- c) The Producer will consider requests but is not obligated to secure accommodations suitable for the Actor or Stage Manager's relatives and/or legal dependents. Upon request, the Producer will provide any available information on suitable housing and other resources (day care, babysitting services, pediatricians, etc.) to accommodate relatives and/or legal dependents. The Producer will be held harmless for any information provided. The Producer will not be obligated to any costs associated with the Actor or Stage Manager using such housing or resources.
  - d) The Producer is not obligated to provide living accommodations for the Actor or Stage Manager's pets; however, the Producer will provide any available information on accommodations that accept pets.
  - e) The Actor or Stage Manager's room number, address, email and/or phone number will not be given out by the Producer, theater or their vendors, except to an authorized Equity representative, unless authorized to do so by the Actor or Stage Manager.
  - f) The Producer will promptly relay phone calls of an emergency nature to the Actor or Stage Manager.
  - g) The Producer will make best efforts to provide the Actor or Stage Manager with a description of the housing, including all furnishings and appliances that will be available, at the time of offer but, in any event, no later than 10 days prior to their arrival. The Producer will also inform the Actor or Stage Manager if common areas, bathroom, and/or kitchen will be shared.
  - h) All out-of-town Actors and Stage Managers must be offered housing in writing. The Producer may not ask the Actor or Stage Manager to waive housing or change their address for the purposes of employment. Any violations of this rule will be subject to VI.A.3, BREACHES BY PRODUCER, including but not limited to all financial remedies detailed in this rule.
  - i) If the Actor or Stage Manager chooses to decline the housing, they must do so by signed rider to the contract and Producer will be relieved of the housing requirement; however, a per diem or transportation reimbursement must be negotiated as part of the rider.
  - j) Mail. Producer will provide Actors and Stage Managers information on where mail and packages can be sent and the process of collecting mail and packages.
2. LOCAL TRANSPORTATION.
- a) The Producer, at Producer's expense, must furnish round-trip transportation to the Actor or Stage Manager for all performances, rehearsals, dining and/or shopping under the following conditions:
    - (1) If there is no available public transportation. Public transportation will not include public conveyance for private hire, such as taxis.
    - (2) If there is no suitable living accommodations within one-quarter mile of the theater by normal transportation routes.

## Benefits and Compensation

- b) In all cases where no suitable shopping and/or public dining facilities are available where the Actor or Stage Manager can obtain three meals a day during normal meal hours, seven days a week, within one-quarter mile of the housing and/or theater by normal transportation routes, the Producer will provide round-trip transportation to such dining facilities daily and to an area of diversified shopping including a bona fide supermarket, drugstore, and laundromat once a week.
  - c) Local transportation may be furnished in a "Company Car" or a "Cast Car" (and they may be the same vehicle) but each car must be properly insured, operated by a properly licensed driver, and each Actor and Stage Manager must be provided with their own seat facing forward in the car. The car must be in good repair with functioning heat and ventilation and equipped with modern safety devices. Such car will be covered by \$500,000/ \$1,000,000 liability insurance.
  - d) Transportation will be furnished in such manner that the Actor or Stage Manager will arrive at the theater at their designated call time for each performance, and promptly for each rehearsal and will be available to return to the housing no later than one half-hour after each performance and promptly after each rehearsal. Accommodations will be made for Actors and Stage Managers with extended post-show activities.
  - e) For Actors and Stage Managers who choose to drive their own vehicle, the Producer will provide information on local parking at or near housing, rehearsal, and performance locations.
3. TRANSPORTATION FROM PLACE OF RESIDENCE TO ENGAGEMENT. The Producer will provide the following at no cost to the Actor or Stage Manager:
- a) Transportation from place of residence to departure location (i.e., airport).
  - b) Round trip air transportation from place of residence to the theater or equivalent cash value if the Actor or Stage Manager chooses to arrange their own travel. The transportation must be provided by the most expedient means publicly available. Where air travel is not available, rail and bus transportation may be considered in consultation with the Actor or Stage Manager. Producer will provide all pre-paid reservation information or cash equivalent no later than one week prior to date of travel.
  - c) Transportation from arrival location (i.e., airport) to company-provided housing.
  - d) The Actor or Stage Manager will not be called until two hours after arrival at company housing.

4. **BAGGAGE.** Baggage may be transported with Actor or Stage Manager on transportation or via door-to-door shipping method at the Producer's discretion. The Producer will pay for said shipping expense or, at the Actor or Stage Manager's option, promptly reimburse the Actor or Stage Manager for all reasonable expenses incurred in the transportation of up to 300 pounds of baggage. The Producer may require a receipt for reimbursement of the expense. Should the Actor or Stage Manager be asked to bring a specialty item such as a musical instrument this item will not count towards personal baggage weight.

### **H. NON-PROFESSIONALS**

1. The allowance of "non-professionals" (employment of actors or stage managers without an Equity contract) will be negotiated between the Producer and Equity.
2. If the employment of non-professionals is permitted, the Producer agrees to provide Equity with a list of all cast members' names and last four digits of their social security numbers no later than the end of the first week of rehearsals. For each non-professional engaged in the production, including understudies, the Producer will submit to Equity a Non-professional Registration Form, provided by Equity, no later than one week after Equity notifies the Producer of the appropriate required form.



## **V. WORK RULES**

### **A. AUDITIONS AND INTERVIEWS.**

Among the auditions held, there must be auditions for Equity actors and interviews for Equity stage managers.

#### **1. ALL ACTOR AUDITIONS AND STAGE MANAGER INTERVIEWS**

- a) Inclusive Hiring. Producer agrees that auditions for all productions and the interviews of Stage Managers will be conducted in such a manner as to provide full and fair consideration to all Actors and Stage Managers and will not discriminate based upon personal characteristics.
- b) For Equity Principal Auditions (EPAs), Actors may be limited to three minutes for auditions and Stage Managers may be limited to fifteen minutes for interviews. The Actors may not be called in groups unless necessary for movement and/or voice blending.
- c) For Equity Chorus Calls (ECCs), Actors may be called in groups as permitted. (See also V.A.4)
- d) Actors and Stage Managers must be scheduled at specific times. The Producer will make best efforts to honor these times and to ensure that the length of time Actors and Stage Managers are kept waiting for auditions/interviews is kept to a minimum.
- e) If scheduled hours for required auditions/interviews do not accommodate all Equity Members in attendance, the Producer agrees to do at least one of the following to accommodate the members not seen:
  - (1) Expand the hours;
  - (2) Schedule an additional half day; or
  - (3) Schedule appointments at mutually agreeable times for those Actors and Stage Managers.
- f) Actors and Stage Managers will be called for no more than three auditions/interviews for a production.
- g) The Producer will provide liability insurance coverage for all auditions/interviews. The insurance information and instructions on filing a claim in the event of an injury must be posted at auditions. Insurance information will be provided to Equity upon request.
- h) If the Producer chooses to audition from specific materials (scripts, sides, etc.), they must be made available as far in advance as possible and at no cost to the Actor but in no event later than 30 minutes prior to the first scheduled audition. The Producer will also provide a reader when the required dialogue contains two or more characters. If materials are available in advance of auditions to any actor, the casting notice must contain information on how to obtain the materials. In accordance with the ADA, the Producer will engage in an interactive dialogue with any Actor requesting an accommodation related to the use of specific materials in an audition.

- i) A piano or keyboard with appropriate amplification and an accompanist who is technically proficient in sight-reading must be provided at all auditions for productions with music.
- j) No audition/interview may be recorded without written consent of Equity.
- k) If the Producer holds auditions and subsequently adds or changes productions in their season, auditions for the added/changed production will be required in accordance with these terms.
- l) Auditions of producer-invited, agent-submitted, and manager-submitted actors and call back auditions for a production will not be conducted until all required Equity auditions have been completed for that production.
- m) Equity and the Producer agree that personal information (including but not limited to contact information) provided by the Actor or Stage Manager in any form for employment purposes is provided in confidence and is to be used solely for hiring purposes (e.g., setting up callbacks, providing audition material, making offers of employment). Neither the Producer nor the Producer's contractors will use this private information for the purpose of marketing and/or advertising, or for unsolicited contact of a personal nature.
- n) Safe and Sanitary. The Producer will provide:
  - (1) Audition spaces that comply with the fire laws of the city and state in which the auditions are held.
  - (2) For Equity auditions requiring dance, the Producer must maintain adequate space in the room to allow for safe execution of choreography.
  - (3) A room other than the audition room, that has seating and open space where the performers may wait and/or warm up for the audition. The room will be available for use for the entire sign in period and duration of the audition.
  - (4) Separate changing facilities (not lavatories) which must be accessible to people of all gender identities and expressions at all auditions that require dance.
  - (5) Audition, changing and/or waiting rooms that are properly lit, ventilated and kept at a comfortable and healthful temperature.
  - (6) A safe dance surface for all auditions that include dance/choreography. Dance steps may not be executed on concrete or marble floors or any other surfaces which Equity reasonably deems to be injurious or unsafe, or on wood or any other substance laid directly over such surfaces.
  - (7) Ample, pure, cool drinking water and cups at no charge.
  - (8) Restrooms accessible to people of all gender identities and expressions which are available throughout the times of the audition. Access must be separate from the room in which auditions are being held.
- o) Also see V.L NUDITY
- p) Also see III.D.10 MINORS

## **2. LOCAL EQUITY PRINCIPAL AUDITIONS**

- a) All local auditions will be held in the theater or other local space and will be held prior to all other auditions.
- b) One half day (four hours) of Equity Principal Auditions (EPA) will be required for each production.
- c) If the auditions are for a season, two full days (seven out of eight hours each day) of seasonal auditions may be held instead of production-specific auditions.
- d) For Productions with a Chorus, see also V.A.4.
- e) For productions that occur within 50 miles of an Equity office city, the Producer must hold one full day of auditions for each production or three full days for the season. These auditions will be held in accordance with the city's EPA procedures and Equity will have the right to provide a monitor to run these auditions according to these procedures.

## **3. OUTSIDE OF LOCAL AREA**

- a) If the Producer chooses to hold any auditions (including agent and invited auditions) outside of the local area, a full day of EPAs must be held in the venue's regional Equity office city or closest Geographically Based Community, as defined by Equity.
- b) These auditions will be held in accordance with the city's EPA procedures and Equity will have the right to provide a monitor to run these auditions according to these procedures.
- c) The Producer must post a photo/resume request accepting resumes from Equity Members in all cities where agent and invited auditions will take place and where no EPA will be held. The Producer must give consideration to each submission and may invite any Actors who submit to attend these auditions.
- d) For Productions with a Chorus, see also V.A.4.

## **4. CHORUS AUDITIONS**

- a) For all productions with a Chorus, the Producer will be required to hold an Equity Chorus Call (ECC) in accordance with this rule.
- b) An ECC is defined as calls where singers and dancers are auditioned in separate groups as singers and dancers. There will be two calls for singers and two calls for dancers held at the theater or local space. Each call will be no less than two hours.
- c) When a Producer is required to hold an EPA outside of the local area for a production with a Chorus, the Producer will also hold an ECC in accordance with ECC procedures.
- d) The Producer will not require a Chorus performer to attend both the singer and dancer calls in order to be considered for the production.
- e) The Producer will not under any circumstances halt the continued progress of a Chorus Audition to audition a performer for a principal role.

**5. CASTING NOTICE**

- a) On a form provided by Equity, the Producer must submit a casting notice to Equity no later than ten business days before the auditions for all required auditions or before invited/agent auditions for photo/resume requests.
- b) The audition will be scheduled in consultation with Equity and may not be changed without Equity's approval.
- c) The casting notice will contain all specific information about the audition requested by Equity.
- d) All information provided to Equity must be identical to the information provided to agents and any other casting source.

**6. CASTING/HIRING AUTHORITY**

- a) An individual with casting/hiring authority (ability to recommend Actors and Stage Managers for hire) will be in attendance at all required auditions.
  - (1) For Stage Managers, the staff member responsible for hiring Stage Managers must be present.
  - (2) For Principal Auditions, casting authority must include producer, director, assistant director or professional casting director.
  - (3) For Chorus Singer Calls, casting authority must include director, musical director, choral director or composer.
  - (4) For Chorus Dancer Calls, casting authority must include choreographer, assistant choreographer or dance captain.

**B. DUTIES OF ACTORS AND STAGE MANAGERS.**

The Actor and Stage Manager will abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules. These may include being prompt at all calls, perform assigned work as reasonably directed, respect theater/production property, etc.

**C. SCHEDULING**

**1. BREAKS AND REST PERIODS**

- a) Rest Period. There must be a 12-hour rest period between the end of work on one day and the beginning of work on the next, except on the final day before the first public performance when the rest period may be reduced to 11 hours. Any invasion of this rest period must be paid at double the overtime rate in addition to all other remuneration due. (For Stage Managers, see also V.F.11.e)
- b) Meal Breaks. During rehearsal, there must be a meal break of 1½ hours after a period of not more than 5 consecutive hours of rehearsal. The 1½-hour break may be shortened to 1 hour by unanimous, secret-ballot consent of the Actors and Stage Managers. Said reduction of the 1½-hour break will reduce the span of the workday by one half-hour. The exception to this rule will be combined rehearsal and costume call or photo call which may reach a maximum of 6 consecutive hours without a meal break.

- c) Meal Breaks on Two Performance Days. There will be no less than a 1½ hour meal break, exclusive of half-hour, between performances, unless in the case of Twi-night performances where the break between performances may be 1 hour, exclusive of half-hour. Twi-night performances are defined as two performances in one evening where the first show starts no earlier than 5pm and second show ends no later than 1am.
  - d) Breaks. There must be a 5-minute break at the end of 55 minutes of rehearsal or a 10-minute break at the end of 80 minutes, except during a run through and/or dress rehearsal, when the 10-minute break may be given no later than the end of the scene or act.
  - e) Designated Day Off. A “Designated Day Off” will be defined as a full 24 hours of rest in addition to the standard 12-hour rest break at the end of each workday. The number of Designated Days off per week will be specified in the terms letter but, in no event will there be fewer than one designated day off in any workweek. The regularly scheduled designated day(s) off within each workweek may be changed by unanimous consent of the Actors and Stage Managers with no less than one week's notice. In no case may there be more than 8 days between designated days off, except 9 days may elapse between days off in the event of a holiday as described below. In an emergency, should the Stage Manager agree to work on the day off, the Stage Manager will receive a penalty payment of no less than two times the prorated portion of weekly contractual salary.
  - f) Holidays. In addition to the designated days off during the workweek, the Producer may designate one observed holiday, free of rehearsal and performances, in each calendar year. If the Producer maintains Equity contracts for more than 26 weeks in a year, the Producer may designate a second observed holiday in each calendar year. The Actor and Stage Manager must be notified by rider at time of contract signing of the designated holidays. For contracts that permit 6 or more performances per week in the terms letter, the Producer may schedule six performances over three consecutive days during the seven-day period prior to or following the observed holiday.
- 2. REHEARSAL – GENERAL**
- a) Notice. The Actor and Stage Manager must be notified of the rehearsal schedule, including times and dates of rehearsal calls and designated days off, by rider to the contract, no later than the signing of the contract. Except as provided under Holidays above, there will be no less than 24 hours' notice of any change in rehearsal time. For productions contracted for 30 hours per week or fewer, any changes will be with a unanimous secret ballot vote of the Actors and Stage Managers.
  - b) Read-Through Prior to First Rehearsal. The Producer may schedule one read-through prior to the first rehearsal under the following conditions:
    - (1) The Actors and Stage Managers must have a signed contract for the production and agree to the read-through in a rider to that contract;

- (2) The Producer must offer the opportunity to participate in the read-through to all actors and stage managers contracted or anticipated to be contracted for the production.
  - (3) The Producer agrees that such a read-through is not a condition of employment;
  - (4) A Stage Manager is present;
  - (5) The maximum call for the read-through is four hours;
  - (6) The Producer may not require any preparation by the Actor or Stage Manager for such read-through;
  - (7) The Producer agrees to pay the Actors and Stage Managers whose contracts are not in effect on the date of the read-through at the rate of no less than one-sixth of rehearsal salary. This payment will be subject to Pension contribution and Equity Working Dues deduction.
- c) Six Hour Rehearsal Block. The Producer may utilize a six-hour rehearsal block without the required meal break provided the following conditions are met:
- (1) There has been a unanimous secret ballot vote by the Actors and Stage Managers;
  - (2) The six-hour rehearsal block must constitute the entire work schedule for the day, including fittings, photo calls, and production meetings, etc.;
  - (3) The six-hour rehearsal block will count as seven hours in tallying the work hours for the week;
  - (4) One of the required five-or-10-minute breaks will be increased to 20 minutes. The twenty-minute break may not be within the first or last hour of the 6 hours call;
  - (5) The Actors and Stage Managers must receive no less than 24-hours' notice that the six-hour rehearsal block will be utilized; and
  - (6) The Producer must inform the Actors and Stage Managers in a rider to their contract that the six-hour rehearsal block option may be used.
- d) For productions contracted with 30 hours or fewer, the Producer will be limited to a maximum of 5-hour rehearsal calls on the weekdays except by unanimous secret ballot vote of the Actors and Stage Managers. In no event may the call be longer than the span of day specified in the terms letter.
- e) Minimum Two-Hour Call. Any time the Actor or Stage Manager is called to rehearse, they will be credited with two hours of rehearsal, except in the instance of a one-hour rehearsal immediately before half-hour. (See also V.C.4.d)
- f) An Actor or Stage Manager will be credited with the total hours of their scheduled call regardless of whether they are kept for the entire time period.

- g) Technical Rehearsals. Actors and Stage Managers will not be permitted to perform in front of an audience until they have had a technical rehearsal on the set in the performance space. Such technical rehearsal must include, at minimum, a continuous run-through of the full show and must include, but will not be limited to, rehearsal on the set with any props, lighting effects, microphones, sound effects, projections, mechanical or pyrotechnical devices, weapons, and costumes necessary for the production. This rule will not apply to Understudies. See V.F.17
  - h) Prior Work. The Actor will not be required to memorize a part and/or musical score prior to first rehearsal unless the Actor agrees in writing by means of a rider attached to the contract. The Actor will be compensated for the time necessary for the memorization but in no event less than one week's contractual salary and benefits.
  - i) Rehearsal Materials. At no cost to the Actor and Stage Manager, the Producer must provide all materials necessary for rehearsal (e.g., printed copy of a script, score/sheet music, etc.). The Actor or Stage Manager may decline printed copies of materials at their preference.
  - j) Musical Rehearsals. The Producer must provide appropriate musical rehearsal with an accompanist for all Actors, including Understudies and/or replacements at no expense to the Actor.
3. COSTUME CALLS
- a) Prior to Rehearsals. The Actor may not be called for costume calls prior to the signing of the Actor's contract. Once the contract has been signed, the Actor may agree to one costume measurement call prior to the rehearsal period at a mutually convenient time and location and will be compensated for said call at the applicable overtime rate per hour or part thereof, but in no case less than two hours. Travel time must be included in computing the time of the call. If agreed to in a rider to the Actor's contract, one costume measurement call may be allowed during the reading call, as stipulated above, with no additional compensation.
  - b) During Rehearsal. Two costume calls, each of up to two hours in duration, will be permitted in addition to the regular rehearsal hours, provided that the hours for the costume calls and rehearsals must be consecutive and fall within the prescribed maximum workweek hours. These costume calls may not take place consecutive to any rehearsal day longer than 8 out of 10 hours unless scheduled at the convenience of the Actor.
4. REHEARSAL AFTER FIRST PAID PERFORMANCE
- a) Rehearsals scheduled on a one-performance day will be limited to five hours in duration. The span of time between the end of a rehearsal and the beginning of the performance (curtain up) will not be more than two and a half hours. Rehearsal must be scheduled with respect to the 12-hour overnight break and will ensure that Stage Managers receive at least a full one-hour break.

- b) No rehearsal may be scheduled on a two-performance day unless in the event of an emergency put-in (i.e., situation where a last minute, unscheduled replacement is necessary) or with the unanimous secret ballot vote of the Actors and Stage Managers.
  - c) Rehearsal on a non-performance day will be governed by the rules for rehearsal prior to the first paid public performance.
  - d) A rehearsal of no more than one hour may be called no more than three times in any one week during the one hour preceding the half-hour call. Regardless of the actual rehearsal duration, a full hour will be counted toward the weekly rehearsal hours. For these rehearsals, the following conditions must be met:
    - (1) This rehearsal must be the only rehearsal call of the day, and may not be held on a two-performance day.
    - (2) Notice must be given per 5(b) (Notice) below.
    - (3) No new materials may be rehearsed.
    - (4) No more than five hours may elapse between this rehearsal call and curtain down.
5. STARTING THE WEEK FOLLOWING THE FIRST PAID PERFORMANCE:
- a) Hours. Rehearsal will be limited to the number of hours specified in the terms letter.
  - b) Notice. The Actors and Stage Managers must be notified no later than a half hour after curtain down of the last performance each week of all upcoming brush-up, understudy and replacement rehearsals for the next week. (This will not apply to emergency replacement rehearsals.) In all circumstances, the more remunerative short- and long-term clauses apply.
  - c) Use. Rehearsal time may only be used for the purposes of brush up, replacement, put in and/or understudy rehearsal. Any rehearsal of new material after one week following the first paid public performance will require payment of overtime and must also be deducted from the allowable rehearsal hours noted above.
  - d) Note Sessions. Note Sessions may be scheduled with no less than 12 hours' notice to the Actors and Stage Managers. Note Sessions must be scheduled contiguous to the Actor's designated performance call, must be limited to one hour from curtain down, and may only be scheduled twice during the production. They may not be scheduled on a two-performance day. Time utilized for Note Sessions must be deducted from the allotted rehearsal time and be calculated in no less than half-hour increments.
  - e) After Performance Call/"Half-Hour". After the Actor's designated performance call time, the Actors and Stage Managers may not be called to rehearse, be given script changes, or notes, except in an emergency. This rule will not prohibit individual notes from being printed and left at dressing stations prior to half hour call.



6. VOLUNTARY CLASSES. Actors and Stage Managers are prohibited from attending so-called "voluntary" classes, and the Producer agrees not to request Actors to attend such classes.

7. PERFORMANCES

- a) The permitted number of weekly performances will be stated in the terms letter.
- b) The performance duration, inclusive of half-hour and intermissions, may not be longer than 3½ hours.
- c) Two-Performance Days. The span of performances on a two-performance day will not exceed 9½ hours, inclusive of half-hour on the first performance, intermissions, and break between performances, except that no more than once per week the span may be increased to 12 hours to allow for a student matinee, where the primary purpose of the performance is to present the production to school groups.
  - (1) Any invasion of the 12-hour rest period must be paid at double the overtime rate.
  - (2) Should there be less than two hours from curtain down to curtain up between performances, the Producer, at their own expense, will provide the Actors and Stage Managers with a meal at the theater within 15 minutes of the conclusion of the first performance.
  - (3) The Actors and Stage Managers will have a choice of hot or cold balanced meal (including choices that accommodate their dietary restrictions) including a choice of beverage.
  - (4) Should the Producer not provide a meal, the Producer must pay a meal allowance of no less than \$20 to each Actor and Stage Manager. The Actors and Stage Managers will be notified 24 hours in advance that a meal will not be provided.
- d) Extra Performances. One extra performance must be paid for at no less than 1½ times the prorated contractual performance rate. A second extra performance in the same workweek must be paid for at double the prorated contractual performance rate. Additional performances will not be scheduled in more than two consecutive weeks. The following conditions will apply:
  - (1) The cast must be given at least one week's written notice of intention to give an extra performance.
  - (2) An extra performance may not take place on the designated day off.
  - (3) The cast must be given at least one week's notice to cancel an extra performance, unless the performance is a student matinee, in which case a 48-hour notice is required.
  - (4) Failure to give minimum notice of cancellation of an extra performance will require the Producer to pay for the extra performance.

- e) Substitute Performances. A change in the performance schedule may be made only with the consent of Equity. The Actors and Stage Managers must have no less than one week's prior notice of the change in schedule and a rider to each contract, stating the change, must be filed with Equity.
- 8. CONCURRENT PRODUCTIONS. An Actor may be employed on a rider for concurrent productions for any week in which the Actor rehearses in one production while performing in another.
  - a) The Actor will be paid no less than an additional 24% of the applicable minimum weekly Actor salary.
  - b) During overlap weeks, the Actor's combined rehearsal and performance hours will be limited to the weekly hours permitted prior to first public performance. All other Rehearsal rules will apply.
  - c) For rules regarding concurrent production for Stage Managers, see V.F

**D. PHOTOGRAPHS/PHOTO CALLS**

- 1. All photographs are to be used for the sole purpose of publicizing and advertising the production or theater. Photos which include Actors and Stage Managers engaged under an Equity contract may not be used to publicize productions which are not under an Equity contract.
- 2. One photo call per production not to exceed 1½ hours in length may be scheduled either immediately prior to or immediately after rehearsal. This call may be scheduled in addition to regular daily rehearsal time but will be counted for the purposes of calculating weekly rehearsal hours.
- 3. After the first public performance, photo calls will be limited to one call of not more than 1½ hour's duration within every six-week period. In addition, photo calls must:
  - a) be held a minimum of two weeks apart;
  - b) immediately follow a performance on a one-performance day;
  - c) begin within 15 minutes following the end of the performance;
  - d) have a selection of snacks and beverages available for Actors and Stage Managers; and
  - e) not be held on the day immediately preceding the scheduled day off.
- 4. Twenty-four (24) hours' notice of photo calls must be given.
- 5. For calls scheduled following a performance, a list of the sequence of photos will be posted prior to half-hour call for that performance.
- 6. If the photographs are taken at a time other than specified above, each Actor and Stage Manager will receive the applicable overtime rate. If the 1 ½-hour time limit of any photo call is exceeded, each Actor and Stage Manager must receive double the applicable overtime rate.

7. In all cases under the control of the Producer, in photographs of three or fewer, each Actor or Stage Manager's name must be properly credited in the publicity whenever and wherever the photographs are used. If the Actor or Stage Manager does not receive proper credit in photographs or publicity under the control of the Producer, Equity or the Actor or Stage Manager will notify the Producer in writing of improper credit. If the error is not corrected within one week of the Producer being notified, the Actor or Stage Manager must be paid the pro rata portion of contractual salary for each day thereafter that the error remains uncorrected, up to a maximum of one week's salary.
8. No nude photographs may be required.
9. The Producer must obtain Equity's prior written authorization before the Actor's picture, name or likeness may be used in conjunction with a commercial product. Such use must be under the terms and conditions specified by Equity.

**E. PERSONAL APPEARANCES AND INTERVIEWS**

1. SCHEDULING. An Actor or Stage Manager may not be required to be available for personal appearances and/or interviews except within the allowable rehearsal and/or performance hours. Any personal appearances/interviews falling outside the allowable rehearsal and/or performance hours must be with the Actor or Stage Manager's consent and at their convenience. Under no circumstances may an Actor or Stage Manager be requested to be available on their day off or on a two-performance day except with the permission of Equity. Personal appearances and interviews may not include performing material from the production without compensation as described below.
2. NOTICE. For all personal appearances and interviews, an Actor or Stage Manager will be given no less than 48 hours' notice when they take place outside of normal rehearsal hours and no less than 24 hours' notice when they take place during normal rehearsal hours. Any time taken for personal appearances, newspaper, radio, and/or TV interviews (including transportation to and from the interview site) may not infringe upon the 12-hour rest period without incurring overtime.
3. EXPENSES. The Producer must furnish expense money to the Actor or Stage Manager for all reasonable personal expenses incurred in connection with personal and publicity appearances initiated by the Producer.
4. PAYMENT FOR LIVE TELEVISION AND RADIO APPEARANCES. Whenever an Actor appears in costume or performs on a news, talk, or entertainment show, the Actor will be paid not less than one-seventh of the Actor's weekly contractual salary, or, if applicable, the SAG-AFTRA rate. If a Stage Manager or Dance Captain is required by the Producer to be in attendance at the appearance or a rehearsal for said appearance, they will also receive payment as outlined in this clause. If the Stage Manager and Dance Captain is not called to the appearance or a rehearsal for same, but does work in preparation for or restoration after the appearance, the Stage Manager will be paid at the overtime rate for each hour worked or part thereof.

**F. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS**

1. The position of Stage Manager will not be considered an entry-level position. Stage Managers and Assistant Stage Managers, as required, must be signed to Equity contracts.
2. There will be at least one Stage Manager for each production who will not be permitted to act, understudy, or serve as Dance Captain. The Stage Manager will be engaged, and contractual salary will start, no later than one week prior to the first day of rehearsal.
3. A required Assistant Stage Manager(s) will be subject to negotiation. Such Assistant Stage Manager(s) must be signed to an Equity Contract and contractual salary and benefits will begin no later than two days prior to the first day of rehearsals.
4. For any production that does not require an Assistant Stage Manager on Equity contract as specified above, the Producer will engage at least one assistant stage manager who need not be signed to an Equity contract and whose sole function during rehearsal and performance will be to assist the Stage Manager. The Producer will consult the Stage Manager in the selection of the assistant stage manager(s). Any assistant stage manager must begin work no later than two days prior to rehearsal.
5. The Stage Manager's or Assistant Stage Manager's duties will not be performed by anyone other than a Stage Manager, Assistant Stage Manager or assistant stage manager not signed to an Equity contract.
6. PRE- AND POST-PRODUCTION. Should the Producer request and the Stage Manager and/or Assistant Stage Manager agree to perform any work (i.e. meetings, generating paperwork, etc.) on a production any time prior to the required first date of employment or after the production has closed, the Producer must pay the Stage Manager or Assistant Stage Manager at the rate of no less than the prorated portion of contractual salary for each day or part thereof of employment and a rider detailing such arrangements will be attached to the Stage Manager's contract.
7. TECH-WEEK INCREMENT. See IV.E.4
8. HOURS. The Stage Manager's and Assistant Stage Manager's maximum weekly hours will include all work related to the production including, but not limited to, dry technical rehearsals, scene shift sessions, light sessions, sound sessions, production meetings, performances and/or any rehearsal with or without Actors. If the Stage Manager is required to work more than the negotiated hours in any workweek, the Stage Manager will be paid at no less than the applicable overtime rate.
9. A Stage Manager and/or Assistant Stage Manager is not permitted to work without additional compensation on a concert, recital presentation, or any show or event for which the Stage Manager is not contracted.
10. If the Producer terminates the Stage Manager's employment prior to the stated end of the contract, the Stage Manager may not be re-engaged or replaced in the same production or season at a lesser salary.

**11. Working Conditions for Stage Managers and Assistant Stage Managers.**

- a) A Stage Manager on Equity contract will be present at all rehearsals and performances, actively run such rehearsals and performances and be engaged for all permissible televising, recording, broadcasting and filming sessions. The Producer will not require members of the Equity Stage Managerial staff to be absent from rehearsals or performances.
- b) It will be the responsibility of the Stage Manager to maintain the production book/script using materials provided by the employer. In the event that the Producer requests a member of the Stage Management staff to prepare or alter a script so that it is appropriate for publication and/or use on a future production or alter the book for archival purposes, the member of the Stage Management staff may agree provided that the Stage Manager is paid no less than \$500 or 1-week's contractual salary, whichever is greater.
- c) The Stage Manager will maintain the artistic intent of the Director and/or Producer.
- d) Meal breaks must be at the same intervals as for Actors, but not necessarily at the same times, and, if transportation is provided for the Actors, similar transportation will likewise be provided for the Stage Manager even if the breaks are not concurrent.
- e) Rest Periods. The rest period between the end of work on one day and the beginning of work on the next day will be no less than 11 hours. Any violation of the rest break will be compensated at no less than double the applicable overtime rate.
- f) In an emergency, should the Stage Manager agree to work on the day off, the Stage Manager will receive a penalty payment of no less than two times the prorated portion of weekly contractual salary.
- g) The Producer will provide intercommunication equipment between the Stage Manager, Assistant Stage Manager, and those who run the show.
- h) The Producer must provide the Stage Managers with reasonable access to office space, business equipment and supplies, including access to working telephone, computer, printer, copier, and high speed, consumer grade internet.
- i) It is agreed that the Stage Manager's function is a full-time one, and the Stage Manager will not be requested to engage in any activity which interferes with the primary function of Stage Management.
- j) It will not be a condition of employment that the Stage Manager and/or Assistant Stage Manager own or drive a motor vehicle.
- k) The Producer will not ask nor require the Stage Manager to use their personal cash or credit card, even with the promise of reimbursement.
- l) The Producer will not ask nor require the Stage Manager to use their cell phone, and/or computer on behalf of the production.
- m) Stage Managers are covered by all the rules and provisions of this Agreement, except where specifically stated otherwise.

12. Stage Managers and Assistant Stage Managers will not be required to perform the following, unless, by mutual agreement and negotiation, they are contracted and compensated separately from the Equity contract. Any such responsibilities may not be a condition of employment. If a separate, written contract is made, a copy of such contract must be forwarded to Equity:
  - a) Design, build, hang, transport, operate, shift, run, shop for or maintain lights, sound, scenery (excluding automated scenery and effects), props, video, wardrobe, animals, etc.;
  - b) Arrange living accommodations;
  - c) Order or distribute food for any members of the production;
  - d) Be responsible for any aspect of transportation or be responsible for the maintenance of any vehicle;
  - e) Be responsible for any aspect of laundry or dry cleaning; or
  - f) Be responsible for setting up stage managerial tech tables for technical rehearsals.
13. Stage Managers and Assistant Stage Managers will be prohibited from doing or accepting responsibility for the following tasks:
  - a) Having contracts or riders signed or initialed; or performing other functions which normally come under the duties of the General Manager or Company Manager. This will not, however, preclude delivery of a sealed envelope addressed to the individual Actor/Stage Manager;
  - b) Signing the closing notice or the individual notice of an Actor or Stage Manager upon termination of contract (which is not to preclude posting of all closing and other permanent notices);
  - c) Doing the payroll or distributing payment including, but not limited to, salary and per diem;
  - d) Operating automated effects and scenery,
  - e) Doing building maintenance, janitorial, custodial, or house management work; and/or
  - f) Opening or locking up the theater.
14. CONCURRENT/OVERLAPPING PRODUCTIONS. A Stage Manager may be hired for concurrent/overlapping productions under a "Concurrent Production" Rider, which allows the Stage Manager to run performances and rehearsals concurrently as long as:
  - a) There is a minimum of a 1-hour break between the conclusion of rehearsal responsibilities and the beginning of the Stage Manager's performance call and all other required breaks, days off and rest periods are followed.
  - b) The Stage Manager's and Assistant Stage Manager's maximum weekly hours (which include, but are not limited to, dry technical rehearsals, scene shift sessions, light sessions, sound sessions, production meetings, performances and/or any rehearsal with or without Actors) will increase by 20% rounded to the nearest hour.

- c) The Stage Manager signed to a concurrent production rider will be compensated at the negotiated rate but no less than an additional 34% of the contractual salary for the overlapping period.
  - d) If the Stage Manager is required to work more than the above-stated hours in any workweek or any required rest periods or breaks are violated, the Stage Manager will be paid at no less than the applicable overtime rate.
15. **SHORT-TERM STAGE MANAGER.** A Short-term Stage Manager may be employed on a daily and per performance basis as indicated below.
- a) A Short-term Stage Manager must be signed to an Equity contract for all work performed including any training.
  - b) A Short-term Stage Manager will be compensated at no less than the minimum salary applicable to the Stage Manager or ASM as follows:
    - (1) One day of minimum salary prorated per day for rehearsal; and
    - (2) The prorated performance rate per performance.
  - c) After a Short-term Stage Manager has worked for four days or five performances including training, whichever occurs first, a health contribution will be made on that Stage Manager's behalf. Thereafter, a health contribution will be required after every six days or eight performances worked, whichever occurs first. Said health contributions will be due whether or not the performances or days worked are consecutive.
  - d) The Producer will contribute to the Equity-League Pension Fund 8% of all monies, exclusive of any required per diem, paid to a Short-term Stage Manager.
  - e) The employment of Short-term Stage Managers will not replace Assistant Stage Managers that may be required by this Agreement.
  - f) If any Stage Manager is absent for one week or more, a temporary replacement contract of at least one week will be used.
16. Equity will have the right from time to time to define the term "Stage Manager" and also retains the right to alter, change, or modify the meaning of "Stage Manager," as herein above defined.
17. If any of the Stage Management staff are in attendance at rehearsals or performances for hours which would have given an Actor overtime, the members of the Stage Management staff will receive the overtime compensation that would have been due the Actor.

**G. UNDERSTUDIES**

- 1. All roles except "bit parts" must be covered by understudies.
- 2. Understudies must be engaged no later than one week prior to the first public performance. Such understudies may be nonprofessionals. No Actor may be assigned more than four understudy assignments in one production. The Producer must submit a list of all understudy assignments to Equity prior to the first paid public performance.

3. An understudy assignment made to a contracted Actor who is performing in the production must be listed on the original contract or in a rider added to the contract stating the appropriate salary adjustments. See IV.E
4. Understudies who are not performing members of the company will be paid no less than the applicable minimum salary for Actors. See IV.E, unless as specified in the On-Call Understudy section.
5. No Understudy will be permitted to perform until one week after the Actor is engaged or assigned as Understudy, has had the script and/or music for one week and has had at least one rehearsal of all relevant scenes, blocking and costume changes in actual time. If the above conditions have not been met, the Understudy may agree to read the part from on or offstage.
6. All Understudies to Principal Actors must be listed in the program by name and role understudied. The listing will be automatic unless an Understudy requests in writing that it be omitted. Copies of such requests will be sent to the Producer and Equity.
7. If in an emergency an Actor performs a part not specified in said Actor's contract, the Actor must be compensated for such performance at not less than double the prorated rate of the Actor's contractual salary, and will thereafter be offered a contract and compensated for such understudy duty at no less than the applicable prevailing minimum rate, subject to two week termination of the understudy assignment only. The Actor will have the right to decline such offer.
8. If a nonprofessional is understudying an Actor, the nonprofessional may actually perform the role for a period of not more than two consecutive weeks. Thereafter, any actor performing the role must be engaged under Equity contract. However, this replacement will not diminish the original Actor's right to return to the role under their original contract, provided such contract has not been terminated.
9. Any loss of performance due to the failure of the Producer to engage, employ or prepare an understudy will be the sole liability of the Producer regardless of the reason that causes any Actor's absence.
10. On-Call and Emergency Understudies. The use of On-Call and Emergency Understudies will be subject to negotiations.

**H. SAFE, SANITARY, AND DISCRIMINATION-FREE PLACES OF EMPLOYMENT.**

The Producer agrees to provide the Actor and Stage Manager with a safe, sanitary and discrimination-free place of employment.

**1. GENERAL PROVISIONS**

- a) Postings. The Producer must post such notices as are required by the regulations of the Occupational Safety and Health Administration (OSHA) and a poster supplied by Equity providing information on accessing American National Standards Institute (ANSI) standards specifically for the entertainment industry.
- b) Infection Control.



- (1) General infection control and risk mitigation measures will be in place for the protection of actors and stage managers. It is not intended to eliminate the risks of infectious diseases but to reduce their likelihood of causing significant harm and business disruption.
- (2) Prior to auditions and in-person employment, the Producer must conduct a risk assessment to determine the level of controls to be implemented to reduce infectious disease transmission. The assessment must address:
  - (a) Infectious agents – how infectious, severity of illness
  - (b) The level of immunity – from vaccination or past infection
  - (c) The level of community transmission
  - (d) Type of transmission – droplet (masking, distancing, testing), aerosol (masking, testing, ventilation enhancements), direct contact and surface (fomite) (cleaning) and via food (transport, storage, preparation, personal hygiene) or water (source)
  - (e) The speed, accuracy, availability, and cost of disease specific tests
- (3) At the first rehearsal, the Producer must provide an orientation of the risk assessment to the actors and stage managers, including replacements, that includes:
  - (a) Policies and education that support isolation and time off from work for potentially infectious employees
  - (b) Policies and education encouraging appropriate vaccinations
  - (c) Any additional protective measures for individuals at higher risk
  - (d) Information regarding sanitation practices in the workplace
  - (e) Any limitations on touching/kissing
  - (f) Policies regarding use of masks
  - (g) Policies regarding testing
  - (h) Practices for mitigating infections risks posed by audience members
  - (i) Guidelines for employee conduct to reduce the transmission of infections within the workplace
- (4) The Producer will have the following procedures in place to respond to infection in the workplace:
  - (a) Procedures for identifying infection in the workplace
  - (b) Procedures for removing infectious personnel from the workplace until they are no longer infectious
  - (c) Contact tracing
  - (d) Sanitation
  - (e) For major outbreaks, a process that includes case management, testing, additional controls and cleaning, pause in activity, and reporting to public health Authorities

- (5) The Producer will provide its risk assessment and its infection control policy and procedures in writing to Equity, and to all actors and stage managers no later than first rehearsal.
  - c) Pre-Production Safety Information Sheet. A Pre-Production Safety Information Sheet will be submitted by the Producer, on a form provided by Equity, for each production identifying the production elements and this form must be submitted to Equity no later than the end of the first week of rehearsal. In addition, Equity must be notified of changes in production elements no later than three days following the first paid public performance. A copy will be provided to the Stage Manager.
  - d) The stage, playing area, Stage Manager's calling area and office, backstage, dressing rooms and aisles used by the actors and stage managers must be clean during performances and rehearsals. These areas must be deep cleaned at least prior to the first rehearsal of the first production of each season. Deep cleaning includes, but it is not limited to, replacing peeling and/or permanently stained carpet, repairing and/or replacing peeling paint, loose plaster and worn-out carpet. All areas must be painted and maintained as necessary. After the deep cleaning, all areas, including showers, toilets and sinks, will be cleaned daily. Smoking will not be permitted in these spaces.
  - e) All areas within a space when utilized by the actors and/or stage managers will maintain a temperature level and a relative humidity level within the limits established by ASHRAE (American Society of Heating, Refrigerating and Air- Conditioning Engineers). Should the temperature or humidity levels exceed or drop below the limits, the actors and stage managers, Equity consenting, will not be required to remain at the space.
  - f) Ventilation. All areas within a space when utilized by the actors and/or stage managers will maintain minimum ventilation verification requirements in accordance with the document titled VENTILATION VERIFICATION FOR THEATRICAL FACILITIES and its appendices.
  - g) These spaces must also have convenient access to first aid kits, cots, a telephone for emergency purposes, and ample, cool, drinkable water.
  - h) An up-to-date list of medical services, including hospitals, urgent care, etc., must be posted on the Call Board at all times.
  - i) The Actor and Stage Manager, with Equity's consent, will not be required to continue to rehearse in a space not in compliance with safe and sanitary requirements.
  - j) Discrimination, Bullying, Harassment. Any workplace that is not free from discrimination, bullying, and harassment will be considered an unsafe workplace and in violation of this rule. See III.E
2. Outdoor Spaces. In all open-air and/or tent theaters, the Producer will make an outdoor plan in accordance with applicable standards (e.g., the current ANSI ES1.7 standard).

- a) Available adequate covered rehearsal space, which must be safe, comfortable and healthful at all times will be provided.
- b) The plan must be in writing and a copy should be submitted to Equity no later than the first rehearsal in the open-air and tent theaters. When updates are made to the plan, a revised copy will be submitted to Equity no later than the next scheduled rehearsal with the new changes in effect.

**3. DRESSING ROOMS AND STAGE MANAGER'S OFFICE/BOOTH**

- a) There must be a minimum of two dressing rooms for the production with ample space for all Actors.
  - (1) Dressing rooms sorted on a gender binary will not be the assumed default. Dressing rooms assignments will be made in a way that is inclusive of all gender identities and expressions.
  - (2) The Producer will address any needs and concerns with appropriate modifications, such as providing private changing spaces, or adding curtains or other privacy barriers.
  - (3) Dressing room space assignments will be discussed with all Actors and Stage Managers no later than one week before use of dressing rooms. This discussion will be revisited when replacements are added to the company.
  - (4) Producer will assign dressing room space for Minors in age-appropriate combinations which will be separate from adults. See VI.C.2
- b) After the designated performance call, no persons except those necessary for the performance will be permitted in the dressing room.
- c) Dressing rooms (except quick-change booths) will be of a permanent type.
- d) Adequate dressing space, table space, costume racks and hanging space and adequate and appropriate theatrical make-up lights must be allocated separately to all members of the Company, including Understudies and Swings, for make-up and dressing purposes.
- e) Dressing room entrances and windows must be properly masked to ensure privacy.
- f) Access routes between dressing rooms and the stage must be free of hazards.
- g) Where Actors are required to make costume changes in areas other than dressing rooms, Producer will use best efforts to maintain privacy.
- h) Intercom System. An intercom system between the stage area and the dressing rooms will be installed in all theaters in which Equity deems that the dialogue from the stage is not clearly audible in the dressing rooms.
- i) Stage Manager's Booth. Any booth or room, separate from the stage area, from which the Stage Manager must call cues, must have proper safety equipment, safe access and proper lighting.
- j) Stage Entrance. Alleys and roads leading to the stage door(s) will be available and easily accessible, properly lit, secure and free of hazardous conditions.

**4. LAVATORY, SINKS AND TOILET FACILITIES**

- a) Lavatory, sinks and toilet facilities will be provided for the Actors and Stage Managers and must be separate from those provided to the audience. Each must be stocked with toilet paper, soap, towels and/or hand dryers, tampons and pads and have working hot and cold running water. Faulty plumbing must be repaired as soon as practicable. These facilities must be reasonably convenient to the dressing rooms. Any walkway between the dressing rooms and toilet facilities must be masked from the view of the audience.
- b) The Producer is committed to providing access to lavatory, sink, and toilet facilities that are safe for Actors and Stage Managers of all gender identities and expressions.
- c) In all theaters where the Actor is required to use body make-up, there will be showers that are clean and sanitary with hot and cold running water.

**5. RECORD KEEPING FOR INJURIES. (See IV.B.2)**

**6. EMERGENCY EVACUATION PLAN (EAP).**

- a) The plan must include, but will not be limited to, emergency evacuation procedures, fire prevention and preparedness, medical and other emergencies, life safety systems (e.g., fire alarm system, fire suppression system, first aid stations, etc.), security awareness, active shooter procedures, shelter in place procedures and be in accordance with applicable standards (e.g., the current ANSI ES1.9 standard).
- b) The plan must be in writing and a copy should be submitted to Equity no later than the first paid public performance. When updates are made to the plan, a revised copy should be submitted to Equity no later than the next scheduled performance with the new changes in effect.
- c) During the technical rehearsal period in the theater, there will be an EAP meeting, including a walk through, for the entire cast and stage managers conducted by a qualified individual (e.g., venue manager, facilities director, venue's security personnel). The walk through must include, but not be limited to, pointing out the shelter in place locations in the venue. A copy of the plan will be distributed to each company member at the meeting and posted on the callboard. All EAP meetings must be part of each rehearsal period but will not be counted as part of rehearsal time.
  - (1) In circumstances where a production runs for more than 3 months, subsequent EAP meetings will be required at least every three months. Attendance of the entire cast and stage managers at the quarterly EAP meeting will be mandatory.
- d) An EAP meeting conducted by a qualified individual will be required for all replacement actors and stage managers as well as swings and understudies, before their first paid public performance.

**7. PRODUCTION ASSESSMENT.**

- a) Prior to the first day when the actors and stage managers will be onstage, a qualified individual (e.g., safety supervisor, technical director, production manager) will conduct a production assessment of the production elements and all working areas utilized by the actors and stage managers. Such assessment will be in accordance with applicable standards (e.g., the current ANSI ES1.4, E1.46 and E1.53 standards).
- b) At the start of the first day when the actors and stage managers will be on stage, the qualified individual must give an orientation to the actors and stage managers explaining the results of the production assessment and conducting a walk-through of all working areas pointing out the safety measures, hazard awareness, etc.
- c) Thereafter, the qualified individual will give an orientation to all affected replacement actors and stage managers as well as swings and understudies prior to their first rehearsal onstage.
- d) The orientation will count towards rehearsal hours.
- e) In addition, any conditions that change with production elements and/or in working areas, the actors and stage managers must be notified prior to working with the production elements and/or in the working areas.

**8. REHEARSAL, DANCING, AND PERFORMANCE SURFACES.**

- a) Actors will not be permitted to audition, rehearse, warm-up and/or perform a dance or dance movements on concrete or marble floors or any other surfaces which Equity deems to be injurious or unsafe, or on wood or any other substance laid directly over such similar surfaces which do not provide adequate air space between or sprung floor laid over the concrete, marble, or similar supporting surface and the resilient dancing surface.
- b) Surfaces will be checked prior to each rehearsal and/or performance and damaged surfaces will be addressed promptly. The flooring must be in accordance with applicable standards (e.g., the current ANSI E1.26 and E1.34 standards).
- c) If aisles are used for dancing, they must meet the above-stated requirements.
- d) Where a portable stage is used, platforms must be fastened securely, and the stage completely covered by a level deck or decks of such material as wood or masonite.
- e) The edge of all decks (including portable stage as in V.H.8.g) below) must be clearly visible or, if not, guard rails must be fastened in order to preclude the possibility of injury. Pits not in use will be covered completely by a non-flexible material.
- f) Newly developed building materials not specified above that provide a resilient performance surface must be approved by Equity prior to use.
- g) Where a portable stage is used, platforms must be fastened securely, and the stage completely covered by a level deck or decks of such material as wood or masonite.

9. **INCLINED PLAYING SURFACES.** Inclined playing surfaces (i.e., raked stages, ramps, set pieces that have an incline, such as a mound, etc.) will not be permitted without express consent of Equity and under such terms determined by Equity.
10. **GUIDE LIGHTS.**
- a) All ramps, stairways, entrances and exits, crossover areas, and off-stage passageways which may be affected by blackouts, will be illuminated with guide lights.
  - b) In arena theaters or theaters that utilize aisles for entrances, there will be two guide lights on the edge of the stage and one on each side of every ramp leading to the stage. In addition, there must be a guide light on each side of the aisle adjacent to the first rows of seats of every aisle, and guide lights on each side of every aisle at eight-foot intervals. There will be a warning light at eye-level on both sides of every pole or other obstruction in an aisle which Equity deems to be potentially injurious or unsafe. There will be side rails on any ramp adjacent to any pit and level guide lights on stage along the edge of any pit. Aisles must be maintained in a firm and even condition and, if not constructed of a hard surface such as concrete, asphalt, or macadam, must be securely covered.
11. **PHYSICAL THERAPY.**
- a) The Theater will evaluate whether physical therapy is appropriate on each production.
  - b) For any production longer than three months and includes extensive choreography, extensive stage fighting/stunts, extensive set moves, extensive playing of musical instruments, and/or performing or working on an inclined playing surface (as defined in V.H.9 INCLINED PLAYING SURFACES), access to preventative physical therapy will be provided on a weekly basis as of the first week of rehearsal involving such activity. For shows originally scheduled for fewer than three months that subsequently extend, physical therapy will commence the week the extension is publicly announced.
12. **HAZARDOUS MATERIALS.** Producer will ensure that make-up, hair coloring, wigs, sets, props, costumes or other material will be free of toxic or hazardous chemicals and will be constructed in such a manner that there will be no toxic or hazardous residue that might be inhaled, absorbed, or ingested. Toxic or hazardous materials will not be stored on stage or in or near dressing rooms. If volatile materials are used in the theater, forced-air exhaust must be provided and such materials will be confined to rooms not occupied by the Actor or Stage Manager. Smoking will be strictly prohibited during the use of such materials.
13. **SPECIAL EFFECTS.** Laser and/or strobe lighting effects, flame effects, pyrotechnics and noise levels will be maintained and operated by licensed personnel in such manner as to avoid injury to the Actor and Stage Manager. Applicable federal, state, and local laws and/or standards (e.g., the current NFPA 160 and 1126 standards) will govern all such use.

14. **FIREARMS.** All use of firearms must be rehearsed prior to performance. Whenever a firearm is used in a production, there will be appropriate and sufficient firearm safety rehearsal for the entire company, including any understudies, swings and replacements, conducted by a qualified individual (e.g., theatrical firearms instructor), prior to any use of firearms. The demonstration and training time will be counted as rehearsal time. Brush-up safety demonstrations and/or instructions will be required at least once each year. Any and all modifications to firearms will be done by a licensed gunsmith. The Producer will ensure that any use of firearms in the production is in compliance with all applicable state and/or local laws and/or standards regulating the use of firearms in theatrical productions. Any costs associated with the use of a firearm(s) will be borne by the Producer.
15. **STAGE FIGHTING AND STUNTS.** The following will apply whenever a production requires stage fighting and/or stunts:
- a) All stage fights and/or stunts will be staged with on-site consultation by a qualified professional (i.e. one who has, through industry recognized training and experience, proven ability to perform and supervise the maintenance of safe stage fighting and/or stunts).
  - b) Where appropriate, the Fight Director, Fight Choreographer, Stunt Coordinator and/or Fight Captain will be consulted in artistic aspects of the production (e.g. sets, costumes, staging, etc.) to reasonably protect the Actors from injury.
  - c) All stage fighting/stunt rehearsals will utilize tumbling mats, as appropriate. The Producer will provide any necessary protective clothing and first aid equipment for rehearsal and/or performance.
  - d) Props and weapons used in stage fights/stunts will be checked and maintained for safety prior to every rehearsal and performance.
  - e) All Actors who participate in a fight/stunt will run through the routine before "half hour" of each performance. Any exception to this required run-through will be at the express discretion of the Fight Director/Choreographer/Stunt Coordinator. The Fight Captain may exercise this discretion at the direction of the Fight Director/Choreographer/Stunt Coordinator.
  - f) Such fight/stunt run-throughs will not be deducted from regular rehearsal hours.
  - g) After the first paid public performance, the Fight Captain and Stage Manager must be consulted before any changes are made in a fight/stunt routine.
  - h) Except in an emergency, performing members of the company will rehearse fights/stunts with understudies during regular rehearsal hours. At least once prior to the Understudy's performance in any fight/stunt role, the Fight Captain and Stage Manager will rehearse all Actors affected by the cast change in the fight/stunt using actual performance props and weapons.
  - i) The Producer agrees to call the Fight Director/Stunt Coordinator or their designee when requested to do so by the Fight Captain and/or Stage Manager.

- j) Aerial stunts will be in accordance with applicable standards (e.g., the current ANSI E1.43 standard).
16. SMOKE AND HAZE
- a) Permitted Substances. The Producer agrees to use only dry ice, liquid nitrogen, or substances listed in the latest THEATRICAL SMOKE, FOG AND HAZE TESTING: CALIBRATIONS FACTORS document provided by an industrial hygienist and in accordance with the specified limits set forth in the HEALTH EFFECTS EVALUATION OF THEATRICAL SMOKE, HAZE AND PYROTECHNICS dated June 6, 2000 and supplemental documents (EQUIPMENT BASED GUIDELINES dated June 8, 2001 and AIR-SAMPLING PROTOCOL dated May 14, 2001). Smoke and haze effects will be in accordance with applicable standards (e.g., the current ANSI E1.5, E1.14, E1.23 and E1.29 standards).
  - b) If the Producer wishes to use a smoke, haze or smoking product that is not identified in the latest THEATRICAL SMOKE, FOG AND HAZE TESTING: CALIBRATIONS FACTORS document, the Producer must email an industrial hygienist and copy the Equity Field Representative to request that the substance(s) be added. Once the Producer has received the report and forwarded a copy to the Equity Field Representative, the Producer may utilize the substance based on the report's findings.
  - c) Notice Requirement.
    - (1) One week prior to the first day of tech, if known, but in any case, prior to the first use of any smoke or haze effect with actors and stage managers, the Producer agrees to file with Equity a completed smoke and haze form supplied by Equity.
    - (2) Thereafter, the Producer must notify Equity, in writing, of any changes and/or additions to the original notification not later than 72 hours prior to the first use.
    - (3) The Producer must post all written notifications to Equity on the Actors' callboard.
17. SET MOVES (For Stage Managers, see V.F.12.a)
- a) An Actor may set or move scenery or props in character and visible to the audience.
  - b) An Actor out of character may set or move scenery or props only as they are making their entrance or exit to a scene that they are in.
  - c) The Producer will ensure that both rehearsal and production set and/or prop moves will be designed to be easily deployed and ensure that the costumes, staging and/or choreography does not create a safety hazard.



18. **INHERENTLY DANGEROUS CONDITIONS PROHIBITED.** No Actor or Stage Manager will be required to rehearse or perform any feat or act which places the Actor or Stage Manager in imminent danger or under conditions which are inherently dangerous or would jeopardize the Actor or Stage Manager's health, including when weather endangers the health and safety of the Actors or Stage Managers. Equity will have the right to make the final determination as to what is inherently dangerous.
19. Notwithstanding any other provisions of this Agreement or the individual contract of employment, Equity in its sole discretion will determine whether these Safe and Sanitary conditions are being properly maintained.

## **I. CLOTHING AND MAKEUP**

### **1. COSTUMES**

- a) The Producer will provide all costumes and clothing except modern conventional undergarments. The Actor will not be required to use their personal wardrobe or purchase clothing for the production.
- b) All Actors including Swings and Understudies must be supplied with new or freshly laundered and dried undergarments and "skin parts" daily. Under no circumstances will undergarments or skin parts be shared.
- c) Definitions.
  - (1) An undergarment is any item of clothing that serves to keep outer garments from being soiled or damaged by bodily excretions, to lessen the friction of outerwear against the skin, to shape the body, or to provide concealment or support for parts of the body or outer garment. They include but are not limited to: socks, stockings, pantyhose, tights, body stockings, underwear, t-shirts, bras, binders, jockstraps, dance belts, dress shields, slips, and bathing suits.
  - (2) A skin part is any item an Actor wears that is intended to replicate the wearer's bare skin. A skin part may be, but is not always, an undergarment.
- d) Unless otherwise necessitated by the costume design, tights, hosiery and skin parts will be appropriate to the Actor's skin color and tone.
- e) The Producer shall not prohibit an Actor from wearing undergarments or skin parts that affirm their gender identity, or require them to wear undergarments or skin parts that cause gender dysphoria, provided such garments do not substantially impact the visible aspects of the costume design.
- f) All undergarments and skin parts must fit appropriately and safely. A qualified individual must engage with the Actor regarding fit of any producer-provided garments that may constrict the body (e.g. binders, corsets) and the garment must be mutually deemed by the Actor and qualified individual to fit properly and safely before being worn in rehearsal or performance.
- g) Prior to any activity requiring knee and elbow pads and protective clothing, the Producer will furnish such items in the proper size for the exclusive use of the Actor for all rehearsals and performances.

- h) Any costume worn by another Actor will be cleaned and sanitized prior to such use and again prior to its further use by any other Actor, if possible.
  - i) A Swing or Understudy will be provided with properly fitted and cleaned costumes, including shoes, whenever required to perform.
  - j) Cleaning & Upkeep.
    - (1) All clothing worn by the Actor for the production, including any rented from the Actor, must be cleaned at the Producer's expense whenever necessary but at least every two weeks, or laundered whenever necessary but at least twice a week.
    - (2) All clothing will be aired whenever possible.
    - (3) Clothing will be repaired or replaced whenever necessary.
2. RENTALS. No Actor will rent or lend any wardrobe to a production for use in any production without a rider outlining the terms of such rental. The agreed to rental payments must be made weekly separate from salary. Should the Producer provide suitable costumes for the Actor's use in the production, but the Actor instead chooses and is permitted to wear the Actor's own clothing, the Producer will not be required to pay any rental fee. The rental fee for dance shoes will be no less than \$15 per week. The agreed to rental payments are reimbursements and must be paid separately from salary.
3. COSTUME MEASUREMENTS & FITTINGS
- a) Prior to the beginning of rehearsals and once the contract has been signed, the Actor may be asked to consult with the costumer about measurements at a mutually convenient time.
  - b) During rehearsals, each Actor can be called for a maximum of two costume calls of up to one hour each during the course of the production in addition to the regularly scheduled rehearsal hours, provided the hours are consecutive with rehearsal. The Actor may only be called for one additional hour per week. In no event will these hours cause the Actor's salary to fall below the applicable minimum wage. Best efforts will be made to schedule fitting within the regularly scheduled rehearsal day and adjacent to the Actor's individual call times. At the request of the Actor, the fitting may be alternatively scheduled for a mutually convenient time.
4. SHOES
- a) The Producer will provide shoes that are properly fitted, clean, sanitary, and in good repair.
  - b) The Producer will provide properly fitted professional and new dance shoes for all members of the cast who are required to dance.
    - (1) All professional dance shoes must be provided as soon as possible but in no event less than one week prior to dress rehearsal. Prior to dance shoes being provided, if the Producer requires a specific type of shoe to be worn during rehearsal, rental payment will be due to the Actor.
    - (2) All shoes will be of suitable construction for dancing when used for theater dance movement.

- (3) Shoes for dancing will be rubbered and braced and will be repaired or replaced whenever necessary.
- (4) Dance shoes will be appropriate to the choreography and may represent the period of the production (for example, sneakers in *West Side Story* or athletic shoes in *Damn Yankees*)
- (5) Professional dance shoes are not required for short segments of basic ballroom dance or where there are minimally choreographed movements.
- (6) The Producer will furnish at least one pair of toe shoes with ribbons for each cast member required to dance in toe shoes.
  - (a) Toe shoes and ribbons must be provided for all rehearsals and performances requiring toe shoes.
  - (b) New toe shoes will be provided far enough in advance of their use to allow the Actor adequate time to break in the shoes.
  - (c) Toe shoes will be replaced as necessary.
- 5. MAKEUP. The Producer will supply all makeup except conventional theatrical facial makeup. The Actor will not be required to purchase any specific makeup.
- 6. HAIR:
  - a) The Producer is responsible for maintenance of all hair worn for all performances as agreed upon by the creative team and Actor. If an Actor is required to maintain a certain hairstyle or cut for a wig to fit properly and safely, the Producer will be required to maintain that hairstyle. All wigs, hairpieces, and facial hair pieces will be kept clean and sanitary by the Producer.
  - b) The Actor cannot be required to change the color or style (including shaving the head, and changing or removing facial or body hair) of their hair unless the Actor agrees in writing at the time of contract signing.
    - (1) The Actor must be notified of potential style changes at the time of the audition.
    - (2) Any such changes must be paid for and maintained during the run by the Producer.
    - (3) The Producer will also pay the cost of color and (to the extent possible) style restoration at the end of the run.
  - c) To ensure the health and safety of the Actor, if a style or wig use requires hair services that may risk harm or permanent alteration (including but not limited to chemical permanents and relaxers, weaves, braids, etc.), Producer will engage the Actor to identify a qualified technician on whom Producer and Actor mutually agree. Further, the Producer and Actor will mutually determine the best practices for the maintenance of the style.

## **J. PERSONAL PROPERTY**

1. The Producer will reimburse the Actor and Stage Manager for all loss and/or damage to their property, including personal effects, and personal clothing, while in the possession, control or supervised by the Producer, their representative(s) or while the property is in any theater, building or other place in which any audition, rehearsal or performance covered by this Agreement takes place; or when the property has been shipped, forwarded or stored by the Producer or their representatives, up to a limit of \$4,000.
2. If the Producer provides facilities for safekeeping the Actor and Stage Manager's personal valuables, jewelry, and/or cash not used in the production, the Producer will be liable for loss and/or damage only if the loss or damage occurs in the producer-provided facilities. If these facilities are provided, the Producer must inform all Actors and Stage Managers of the availability of the facilities and of the necessity for using the facilities under the provisions of this rule by a written notice posted on the callboard.
3. The Producer will be liable as provided above whether or not the act, fault or negligence of the Producer or their representatives caused or contributed to such loss or damage.

## **K. RECORDINGS USED IN PRODUCTIONS.**

Recordings, mechanical or electronic reproductions of voices of Actors or Stage Managers may not be used to supply or enhance dialogue, singing, chanting, or vocal effects unless the Producer has obtained the written permission of Equity under terms determined by Equity. However, a Principal Actor may record a portion of the role that the Actor performs on stage for use in the production if the Actor agrees in a rider to their contract. The recording may be used only during the period in which the Actor is employed, except where the Actor voluntarily terminates their employment and where said Actor's voice is not identifiable. The recording must be made during regular rehearsal hours.

## **L. NUDITY AND INTIMACY**

1. Theatrical Intimacy encompasses choreographed simulations of sexual content, intimate physical contact, nudity or partial nudity, and sexual violence that are choreographed for the stage. In addition to content of a sexual nature, intimacy also includes content that leverages the performer's protected characteristics (e.g., race, ethnicity, sexual orientation, gender identity and/or expression, age, religion, or disability) in moments of heightened or charged storytelling.
2. Producer must have written intimacy protocols that address the following:
  - a) Interviews and auditions,
  - b) Consent-based intimacy practice,
  - c) Scenarios that require an intimacy director/choreographer, and
  - d) Qualifications of intimacy directors/choreographers.

A copy of these protocols will be provided to each Actor and Stage Manager at the time of contract signing, and a copy will also be posted to the theater's callboard. A copy of the protocols must be provided to Equity.

3. GENERAL. Sexual acts will not be permitted under any circumstances.

4. INTERVIEWS & AUDITIONS

- a) Simulated or choreographed sexual acts will not be permitted under any circumstances.
  - b) If any audition material provided by the Producer includes intimate content an Intimacy Choreographer will be consulted prior to the audition and must be present in the room during the auditions to guide the use of placeholders.
  - c) Nudity will not be permitted at auditions.
  - d) Casting calls must include a short synopsis of the production and content disclosures. Individual character breakdowns must include the specific content disclosures relevant to that role including the intimate behavior they will be required to do and to witness, as known.
  - e) Actors (both Principal and Chorus) must be informed of any intimate physical acts involved in the audition, including but not limited to partnering, suggestive choreography, or physicality of a sexually suggestive nature.
5. RIDER. The Actor will not appear nude, simulate sexual acts or engage in intimate acts, staging or dialogue (including but not limited to content that leverages the performer's protected characteristics (including but not limited to race/ethnicity, sex, gender identity and/or expression, age, religion, or disability) in moments of extremely loaded, heightened, or charged storytelling) unless the Actor has been advised and gives written consent. The script will be submitted to the Actor for review prior to contract signing if the Actor so requests. After the contract has been signed, upon the request of the Producer and with the permission of Equity, the Actor may agree to appear nude or simulate acts of an intimate nature upon the signing of an additional rider.

6. REHEARSAL.

- a) Nudity and choreographed simulations of intimate acts during rehearsal are permitted only under the supervision of an intimacy professional.
- b) Producer must provide a rehearsal robe to Actors who have consented in writing to nudity or partial nudity. While an Actor is not rehearsing nudity or partial nudity, they must redress or put on their robe and close it.
- c) Cell phones, recording devices and cameras must be put away or covered while nudity is being rehearsed, sight lines into the rehearsal space must be blocked (windows covered, etc.), only essential personnel will be permitted in the rehearsal space, and absolutely no recording or photography will be permitted while nudity is being rehearsed.
- d) Producer will not require Actor to rehearse at their show-level of undress until the first dress rehearsal.

7. DESIGNER RUNS & TECHNICAL REHEARSALS

- a) For nude scenes, nude Actors must be provided comfortable clothing that matches their skin tone.
- b) For intimate scenes, a verbal description of the intimacy in real time will replace video recording for the designers' reference.

**8. PERFORMANCE**

- a) Intimacy calls may be conducted as needed.
- b) Nudity. While nude, the Actor will not mix with the audience or leave the stage, backstage, or performance area. The Producer must take all necessary measures to ensure that only essential personnel will be permitted to enter the stage, performance area, or backstage while any Actor is nude.

**9. CAPTURE OF INTIMACY**

- a) The Actor will not pose for nude photographs, nor appear nude, nor simulate acts of an intimate nature for any motion picture filming or other forms of visual recording without the Actor's prior written consent. The Actor must be given a minimum of 48 hours to consider such consent and may revoke consent at any time prior to any agreed-upon release and/or use of such recording.
- b) Photographs in which any Actor appears nude or performs an act of an intimate nature will not be used in any way without the prior written consent of each Actor appearing in the photograph (or copy of the photograph) on a fully executed Equity Intimate Image Capture Release Form. The Actor's written consent must also appear on a copy of the photograph release. Such request to utilize the photograph must specify the specific use for the photograph. The signed release form must be filed with Equity. The Actor will be provided a duplicate copy of the release.
- c) Prior to the release or use of any film, video, or any electronic or mechanical reproduction in which any Actor appears nude or simulates an intimate act, each Actor appearing in the scene must be given an opportunity to view the recording. Use or release will not be permitted without the prior written consent of each Actor participating in a scene in which any Actor appears nude or simulates acts of an intimate nature on a fully executed Equity Intimate Photograph/Video Release Form. The Producer will file with Equity a copy of the fully executed release form for each Actor. The Actor will be provided a duplicate copy of the release.
- d) An authorized Equity representative will be given the opportunity to be present at all such photographing, filming, or recording and to view the photographs, etc. prior to their use or release.
- e) Artists' renderings of nude Actors or of Actors simulating acts of an intimate nature will not be permitted.

**10. BREACH & DAMAGES.** If the Producer breaches any of the above provisions, the Producer will be assessed damages of one week's contractual salary or Production Contract minimum, whichever is higher, for each violation of any of the provisions set forth above for each actor involved.

**11. LEGAL ACTION.** The above provisions will not preclude the Actor or Equity from instituting any civil or criminal action in addition to receiving the damages set out in this Rule.

## **M. ANNOUNCEMENTS & BILLING**

### **1. ANNOUNCEMENTS**

- a) Either an audio or written in-program announcement will be made before the beginning of each performance stating that the taking of photographs or the making of recordings of any kind during the performance is prohibited.
- b) For each performance where Actors will use aisles through the audience as entrances and exits, an audio announcement that the aisles must be kept clear during the performance will be made.

### **2. PROGRAM**

- a) A list will be offered free of charge to every patron who enters the theater at all performances and will contain the names of all Actors and Stage Managers and their roles or functions, including Dance Captain and Fight Captain. This requirement may be fulfilled by providing a publicly available electronic listing, such as via a website.
- b) All Actors and Stage Managers engaged under the terms of this Agreement, including Understudies and Swings, must be listed on the title page or cast list page of the program with an asterisk (\*) beside their names. The asterisk will refer to a note on that page to read: "Appearing through an Agreement between this theater and Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States." If all Actors and Stage Managers are covered under an Equity contract, the cast page or title page will read: "The Actors and Stage Managers employed in this production are appearing through an Agreement between this theater and Actors' Equity Association, the Union of Professional Actors and Stage Managers."
- c) If there are errors or omissions in the program cast list, the Producer agrees that within 24 hours of notification of the error or omission the program cast list must be updated or a sheet correcting the error or omission will be placed in every program. Further, the error or omission must be corrected in the next printing of the program, provided notice is given at least two business days prior to the printing deadline.
- d) All Actors and Stage Managers may choose to include their pronouns in their biographies (or next to their names if there are no biographical materials included in the program), though shall not be required to do so.
- e) If the Actor or Stage Manager's biographical material is printed in the program or souvenir program, they will have the right of approval; approval will be in writing and not unreasonably withheld. If the Actor or Stage Manager does not reply to the written request for approval within 48 hours, the biographical material may be considered approved.
- f) If biographical materials are printed in the program, the Producer will also include a short biographical history of Actors' Equity Association that will be provided by Equity.

- g) For each failure to correct errors and omissions in the program as specified above, the Producer will pay the Actor or Stage Manager involved an additional sum not less than the prorated portion of contractual salary for each performance during which the omission or error continues.
  - h) The Producer must send a copy of the official program to the Equity office as soon as it is available and must notify Equity immediately whenever program or cast changes are made.
3. WEBSITES AND PRESS RELEASE. All websites will include billing as specified in V.M.2.b) above. Press releases will include the names of all Actors (including Understudies and Swings) and Stage Managers.
4. HOUSE BOARDS. The Producer will provide a house board, prominently displayed either outside the theater or in the lobby, on which the names of all Actors and Stage Managers in the company are listed in letters at least ½ inch high.
5. INDIVIDUAL BILLING
- a) All provisions pertaining to individual billing of the Actor or Stage Manager must be agreed to in writing in a rider to their contract.
  - b) Whenever Equity or the Actor or Stage Manager notifies the Producer, in writing, of a breach of a billing clause contained in an individual contract, the Producer will promptly make the necessary correction. If timely correction is not made, the Producer will pay the Actor or Stage Manager not less than the prorated portion of contractual salary for each week the breach continues. Timely correction will be considered less than seven days after receiving written notification, unless the breach involves billing in a newspaper, in which case the time interval will be at least 48 hours prior to press deadline. If the breach involves online billing, the time interval will be 24 hours.
6. CHANGES IN COMPANY
- a) All changes involving Actors and/or Stage Managers, except as provided below, must be made known by a written announcement, at least 8 by 10 inches in size, with the name of the part and the Actor and/or Stage Manager in letters of at least 1 inch. This announcement must be posted conspicuously and prominently at the entrance of the theater where tickets are collected, and at least one of the following:
    - (1) An announcement of the change will be made from the stage or over the public address system immediately prior to the beginning of performance; or
    - (2) A written announcement must be inserted in all programs.
    - (3) In situations where the program is digital, a digital version of an announcement must be available to all audience members that must be accessible from one half hour prior to the performance for at least one week following the performance. The date of the performances where the changes occurred should be clear in the announcement.



- b) When an Actor or Stage Manager leaves a production, their name and/or likeness (in photographs portraying three or fewer people) must be removed from all front-of-the-house boards and frames. The removal will be made prior to the first performance of the Actor or Stage Manager's successor. The Producer will also immediately remove the name and/or likeness of any Actor or Stage Manager no longer in the production from all other print advertising and display media.
- c) Failure to Comply. Should the Producer fail to comply with the rules regarding Changes in Company, the Producer must pay the Actor or Stage Manager currently performing and the Actor or Stage Manager whose name and/or likeness had not been removed an additional sum not less than the prorated portion of contractual salary for each performance for which the Producer has not complied with this Rule.

**N. MEDIA AND PROMOTION**

- 1. GENERAL. Except as provided below, there will be no televising, broadcasting, visual and/or sound recording, cast album recording, motion picture filming, videotaping, other mechanical, electronic, or evolving digital means or other substantially similar current and evolving methods of recording (hereinafter "Recording") in whole or in part, of any production, including rehearsals, in which Actors and/or Stage Managers are employed under the terms of this Agreement without the express permission of Equity and under terms and conditions established by it. This prohibition will be in effect from the beginning of employment until 19 weeks after the production has closed.
- 2. PROHIBITED USE OF RECORDING. Recordings may not be used as a replacement for rehearsals, for note sessions with Actors or Stage Managers, or to discipline Actors or Stage Managers.
- 3. RECORDING FOR NEWS AND COMMUNITY AFFAIRS PROGRAMS. Subject to the conditions listed below, a Recording may be made of the production for use in a newscast review or a feature story on the production contained within a news or local public affairs program.
  - a) During a Rehearsal.
    - (1) Up to three Recording sessions may be scheduled and all programs will do their Recording during those three sessions.
    - (2) Each Recording session will not exceed one-half hour of the regularly scheduled rehearsal.
    - (3) The Producer must give the cast as much notice of Recording as possible but in no event less than 24 hours' notice.
    - (4) If the time of Recording is changed, the Producer will notify the cast of such change and of the rescheduled time.
  - b) At a Performance.
    - (1) Recording may be for 30 minutes total.
    - (2) If possible, the cast will be given 24 hours' notice but, in any event, they must be notified no later than the half-hour call.

- (3) No additional or altered lighting may be used. It is intended that in permitting such Recording, neither the Actor, Stage Manager nor the audience will be disturbed in any manner.
- c) Provisions Applicable to Performance and Rehearsal.
  - (1) No more than three minutes of any Recorded portion of the performance or rehearsal will be shown on the news or community affairs program, nor may the edited footage shown depict an entire scene or musical number.
  - (2) If additional payments are made to any other personnel employed in the production for the Recording, a payment will be required for Actors and Stage Managers.
  - (3) A Stage Manager under contract is required at every Recording.
- d) Additional Footage
  - (1) The Producer may Record interviews, backstage footage and other non-rehearsal/non-performance footage (together, "Additional Footage"), which must be voluntary.
  - (2) The Producer's intent is to show the Actors and Stage Managers in a favorable and positive way.
  - (3) The Actor's written permission is required at the time of Recording for costume fittings/changes and warm-ups. There may be no capture of nudity.
  - (4) There is no time limit on the Recording or use of Additional Footage.
- 4. ADVANCE NEWS RECORDINGS. The Producer may Record Advance News footage, provided that the Producer adheres strictly to all the terms and conditions of 3 above, in order to be able to supply footage to programs which cannot, for whatever reason, supply their own crews to take such footage. The Producer will advise all media to whom the footage is supplied of the terms and conditions outlined in this Agreement under which the airing of such footage is governed. The Producer will be limited to one such Recording per production and remains liable for any claims resulting from any misuse of such footage.
- 5. RECORD FOR GRANT, AWARD, AND PRIZE APPLICATIONS. A recording may be made for use by the Producer in grant, award, or prize applications under the following terms and conditions:
  - a) All Recording must occur in accordance with 3 above.
  - b) The Producer will receive no compensation for the exhibition of any recording produced under the terms of this provision.
  - c) The Producer will maintain control and ownership of all recordings and ensure that they are used for no commercial purpose whatsoever.
  - d) The finished recording produced under the terms of this provision may include no more than a total of 15 minutes of footage, but in no case more than 25% of the production. Such edited footage may depict an entire scene or musical number. A full recording may only be provided with the express consent of Equity and under the terms established by Equity.

- e) In the event the Producer wishes to submit a Recording of an entire performance to private or public grant-making institutions to apply for prizes or awards, or fulfill festival application requirements, the Producer may make a Recording of the production for this sole purpose(s) and will notify Equity at the time of submission. Any such Recording made under this Rule will be encoded with warnings at regular five-minute intervals that state the following: This footage is for grant, prize, award or festival application request purposes only and may not be screened for any other purpose. Under no circumstances may this footage be duplicated. Any Recording made under this Rule must also include the Equity logo and identify that Actors in the production include members of Actors' Equity Association.
  - f) The provisions of this section are not intended to allow Recording for the creation of commercials or Public Service Announcements and these recordings must not be used in such commercials.
  - g) If, at any time, the Producing Organization no longer operates as a theater, all such recordings must be turned over to Equity or a mutually acceptable archive within 30 days.
6. ARCHIVAL RECORDING. A Recording (hereafter "Archival Recording"), in whole or in part, of a production in which Equity members are employed under the terms of the Independent Theater Agreement, may be made for an archive maintained by the Producer under the following terms and conditions:
- a) A single Recording may be made for the purposes of the Archive, and will not be forwarded, shared, loaned out or removed from the Producer's premises and/or control without the written consent of Equity. The Archival Recording will not be considered for any purpose except as identified herein.
  - b) Recording will take place during a regularly scheduled performance.
  - c) The Actor and Stage Manager will be advised as to the nature and purpose of such Recording.
  - d) If there is nudity involved in the production, no Archival Recording can be made.
  - e) The Producer must submit notice to Equity, in writing, that the Recording for an Archive will be made as soon as the date of the Recording is known, but in no event will there be less than 48-hours' notice to the Actors and Stage Managers.
  - f) Any rehearsal called to prepare for the Recording will require overtime payment to the Actors and Stage Managers called.
  - g) No person connected with the production will receive special compensation for this Recording. Should any other participating union, such as the musicians union or the stage hands union, receive compensation for its participation, then these conditions will no longer apply and each Actor or Stage Manager participating in this Archival Recording must be paid no less than the applicable SAG/AFTRA rate.

- h) The Recording may be viewed by anyone employed by or connected artistically with the Producer and by scholars, teachers, and students in and of the visual and performing arts and by Equity members.
  - i) If, at any time, the Producing Organization no longer operates as a Theater, the recordings must be turned over to Equity or a mutually acceptable archive within 30 days.
  - j) A Producer wishing to house its archives in a facility not under direct control of the Producer may only do so with permission of Equity.
  - k) The Producer will maintain control and ownership of any recording and will ensure that they are not used for any commercial purpose whatsoever. The Producer will also ensure that no copies of the recordings are made for any purpose whatsoever without the express written approval by Equity and under the terms and conditions set by Equity.
7. **COMMERCIALS.** The Actor or Stage Manager may make a television, radio, or internet commercial of one minute or less in duration promoting the theater or production, provided the Actor and/or Stage Manager is signed to the applicable SAG-AFTRA contract for such commercial. If a commercial is made from still photographs of persons in the cast, each Actor or Stage Manager contained within the photograph, whether recognizable or not, must receive no less than the applicable SAG-AFTRA minimum. When a Stage Manager and/or Dance Captain is required to do any work in connection with a commercial, the Producer will pay no less than the applicable SAG-AFTRA minimum of a Principal (on camera) to the Stage Manager(s) and/or Dance Captain.
8. **CAST ALBUM.** There will be no cast album made without the express permission of Equity and under terms set by it.
9. **WEBSITES.** Up to a total of five minutes of rehearsal and/or performance footage (which may depict an entire scene or musical number) may be used on websites of the Theater or the individual production, including pages on non-embeddable third-party hosting sites, e.g., social media. Producer will host content using services capable of prohibiting embedded content on websites not controlled by the Producer. Use of rehearsal and/or performance footage on any other website will require Equity's written permission. This does not preclude the Theater from being linked on other websites.
10. **REFERENCE RECORDINGS.** The Producer may record during a regularly scheduled rehearsal for the sole purpose of facilitating the work of the creative team of the production (stage managers, Accessibility Teams, director, choreographer, designers, orchestrator, arranger, and their assistants, etc.). The Actors and Stage Managers will be given at least 24 hours' notice of any such recording. No copies of the recording will be permitted under any circumstance, nor may anyone other than the designated creative team view the recording(s). After the stated purpose has been accomplished such recording(s) will be erased or deleted but in no event later than closing.

11. **ONLINE PROMOTIONAL WORK.** The Actor and Stage Managers will not be required to do any online promotional work (i.e. "social media takeovers") without mutual agreement and an additional negotiated compensation therefor. Producer will notify Equity and Actor and Stage Manager in advance by rider to the contract about such duties, when known. Any such work will count towards the permitted rehearsal hours.
12. **UNAUTHORIZED USE.** Any unauthorized use of any Recorded material may render the Producer liable for breach penalty payments of not less than the applicable SAG-AFTRA minimum for that type of usage plus two weeks' contractual salary, or Production Contract minimum, whichever is greater, to each Actor or Stage Manager whose rights have been breached hereunder. Such payments will not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor, Stage Manager or Equity has against the Producer or any third party.
13. **USE OF FOOTAGE AFTER EXPIRATION DATE OF CONTRACT.** Any footage produced under this rule, V.N, will continue to be governed by the terms of this Agreement without regard to the expiration of this Agreement and without regard to the amendment of this Agreement except to the extent that such amendment will so provide.

## **O. CAPTAINS**

1. **DANCE CAPTAIN.**
  - a) Whenever a production (musical or play) has choreography and/or musical staging, a qualified Dance Captain will be assigned from among the Equity Company and will be designated by a rider to the Actor's contract. The Dance Captain will be paid the minimum increment specified in Salaries section. The Stage Manager may not function as Dance Captain.
  - b) A Dance Captain is an essential leadership role that works in tandem with the Stage Manager and Musical Director to maintain the creative vision of the production. Duties will include:
    - (1) Preserving the integrity, style, and intention of the choreography and movement as safely as possible;
    - (2) Taking notes on the choreography during the show and communicating those notes;
    - (3) Teaching and maintaining choreography during rehearsals to the cast, swings, understudies, and replacements.
2. **FIGHT CAPTAIN.** Whenever a production has fight choreography, including but not limited to staging with moments of physical violence or a prop used as a weapon, a Fight Captain will be assigned from among the company and will be designated by rider to the Actor's contract. They will be responsible for maintaining stage fights/stunts, either with or without weapons, as safely as possible. The Fight Captain will be paid the minimum increment specified in the Salaries section. Staging of physical violence or the use of props as weapons may not commence without a fight captain contracted, employed and present. Fight captains do not oversee intimacy staging.

**P. MUSICALS/PLAYS WITH CHORUS**

1. Whenever a musical production or play with chorus is planned, the Producer will notify Equity and will subsequently be provided with the parts determination for the production. Equity's parts determination will determine whether a part is to be classified as Principal or Chorus; the Producer will contract Actors consistent with these classifications.
2. An Actor assigned to any chorus work in a production as defined by Equity, including but not limited to singing, dancing and acting as part of a larger group where the participation is not individually identifiable in nature, will be signed to a Chorus contract.
3. Any Principal or Chorus part will be included in the Actor's contract or rider to the Actor's contract and parts payments will be made to the Actor.
4. For a new musical or new adaptation of a musical production, the Producer will provide a script to Equity as soon as it is available for the purpose of parts determination. Equity may review these determinations once the production is "frozen" (i.e. no longer undergoing changes). Equity's determination will be final.

## VI. MISCELLANEOUS

### A. RESOLVING ISSUES

#### 1. CLAIMS

- a) Waiver of Claims. No Actor or Stage Manager may waive their right to or modify a claim resulting from a breach of this Agreement, their individual employment contract, or applicable federal, state or municipal law unless Equity consents in writing. Further, a Producer may not solicit such a waiver.
- b) Time Limit for Lodging Claims. The Actor or Stage Manager will notify Equity of any claims within thirty (30) days after a claim has arisen. If Equity deems there is any claim against the Producer, whether filed by the Actor or Stage Manager or not, Equity will file the ruling with the Producer in writing no more than thirty (30) days after the time when Equity became aware of the claim. In either case, the time limit may be waived if Equity shows the Arbitrator sufficient reason to exceed that time frame. Claims alleging bullying, discrimination, or harassment will be exempt from the above-mentioned time limits.
- c) Representation of Claims. Equity will act as the sole representative for the Actor or Stage Manager for any claim, unless other representation is consented to by Equity in writing.

2. ARBITRATION. Except as otherwise expressly provided in these Rules, any dispute between Equity and the Producer relating to the interpretation or application of this Agreement, including any dispute as to the existence or validity of any employment contract and any question as to whether a dispute or issue is arbitrable under the provisions of this Agreement, will be submitted to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- a) Arbitration as provided herein will be the exclusive remedy for the resolution or adjustment of disputes. Nothing in this agreement will be construed to give the arbitrator the authority to alter, amend, or modify any of the provisions of this Agreement. Equity will determine the site of the arbitration, which may be virtual.
- b) Time Limit. Should the Producer dispute a ruling by Equity and if that ruling is arbitrable under these Rules, they must demand arbitration within 28 calendar days of notice of the ruling. Failure to do so will constitute agreement with said ruling and an acknowledgement that Equity may deduct any monies due as a result of said ruling from any security (bond) posted with Equity by the Producer. The Producer will replace said amount deducted as well as any additional monies owed under the ruling immediately upon demand by Equity.
- c) Expenses. The expense of the arbitration, including the compensation of the arbitrator and court reporter, will be shared equally by Equity and the Producer.

- d) Representation. Equity will act on behalf of the Actor or Stage Manager in any arbitration proceedings, and no Actor or Stage Manager is authorized to commence any arbitration proceeding.
  - e) Expedited Arbitration. When the Producer disputes a ruling by Equity concerning the termination of an Actor or Stage Manager by the Producer for reasons set forth in III.D.4 REPLACEMENTS; or in cases where the Producer disputes a ruling by Equity regarding V.M BILLING; IV.E.4.c) CHORUS INCREMENTS; III.C.2.c) DEPUTIES; V.B DUTIES OF THE ACTOR AND STAGE MANAGER; V.H SAFE AND SANITARY CONDITIONS OF EMPLOYMENT; IV.E SALARY; V.F STAGE MANAGERS AND ASSISTANT STAGE MANAGERS; IV.G.3 TRANSPORTATION FROM PLACE OF RESIDENCE TO ENGAGEMENT and/or IV.G.4 BAGGAGE, such dispute must be asserted within seven calendar days of the ruling by Equity, and either Equity or the Producer will have the right to invoke the following expedited arbitration procedure:
    - (1) Notice will be given to the other party in writing.
    - (2) Equity will determine the site of the arbitration.
    - (3) The dispute will be submitted for expedited arbitration within 24 hours after designation of arbitration site and notification to the Arbitrator and the award will be issued not later than 48 hours after the conclusion of the hearing.
    - (4) The award of the Arbitrator will be in writing and may be issued with or without opinion. If any party desires an opinion, said party may request same, but such request may not delay compliance with, or enforcement of, the award.
    - (5) The failure of any party to attend the arbitration hearing as scheduled will not delay said arbitration and the Arbitrator is authorized to proceed to take evidence and issue an award as though such party were present.
    - (6) The award of the Arbitrator will be final and binding on all parties.
- 3. BREACHES BY PRODUCER**
- a) In addition to any other remedies available in this agreement, the Producer must pay each Actor or Stage Manager affected a breach penalty payment of two weeks' contractual salary or payment for 16 performances prorated, whichever is greater, as liquidated damages, if no present basis of calculation exists, should the Producer:
    - (1) Breach an individual contract of employment, or any part thereof; or
    - (2) Breach or fail to abide by or conform to any Rule which is a part of the employment contract of any Actor or Stage Manager; or
    - (3) Make any false statement in connection with any employment agreement or regarding security; or
    - (4) Employ or have employed any Actor or Stage Manager under any form of contract other than a Standard Form; or



- (5) Be in default as to any employment contract with any Actor or Stage Manager, or breach any such employment contract; or
  - (6) Fail to deposit security at the time and in the form and amount required by Equity; or
  - (7) Otherwise breach or fail to live up to any contract of employment or Equity Rule.
- b) In the event of a Producer's breach as listed under section a), Equity consenting, an Actor or Stage Manager is released from the obligation to render services to the Producer and may terminate their employment. The Producer will pay the Actor or Stage Manager in full for all services rendered by them, plus any other sums to which they may be entitled by contract, in addition to a breach penalty payment as listed above.
  - c) In the event of the Producer's breach of a)(4) & (6) above, Equity may intervene, without penalty to itself and require any Actor or Stage Manager to not perform or rehearse until Equity determines the breach is adequately rectified.
4. ATTEMPTED BREACH. No Actor or Stage Manager may agree with a Producer, Employment Agent, Personal Representative, or other Actor, and no Producer may agree with any Actor or Stage Manager, Employment Agent, or Personal Representative to cause, or attempt to cause, or agree to permit any breach of any term of any employment contract. Should a Producer be found by an arbitrator to have engaged in such conduct, the Producer agrees that such conduct on the Producer's part will be a breach of the Producer's employment agreements with Actors, entitling any such Actors or Stage Manager to the remedy stated in Breaches by Producers above.

**B. SUBSIDIARY AND CONVERSION RIGHTS.** The provisions of this Rule will apply to any production rehearsed or performed under this Agreement.

**1. DEFINITIONS**

- a) "Conversion" and "Subsidiary" rights as used herein refer to the Actor or Stage Manager's rights in a production or productions of the Play in a different theater, medium, and/or time, and/or under a different Equity agreement. "Conversion" includes, but is not limited to, a move to another theater under a different Equity agreement. "Subsidiary" includes, but is not limited to, subsequent theatrical productions and/or productions in other media.
- b) A "bona fide offer" means an offer to perform in the subsequent Equity contract production the identical role or function performed in the Production under this Agreement. The offer must be in writing, sent to the Actor or Stage Manager by certified mail or email with return receipt requested, with a copy to Equity.
- c) Where more than one Actor or Stage Manager has performed the identical function in the Production under this agreement, they will share as determined by Equity in any conversion payments due.

- d) "Subsequent Equity Contract Production" refers to the first Equity contract production, including another production under this agreement, occurring within three years following the close of the first Production under this agreement.
  - e) Producer's "proceeds from subsequent exploitations of the play" will include all proceeds received by the Producer from or as a result of subsequent productions or other exploitations of the play or the rights in the Play (including but not limited to productions on the live stage and in other media) and/or contributions to the Producer by or on behalf of the author or subsequent Producer of the Play.
  - f) "Motion picture or other mechanical or electrical reproduction rights" include, but are not limited to, televising, broadcasting, visual and/or sound recording, motion picture filming, videotaping, other mechanical, electronic, or evolving digital means or other substantially similar current and evolving methods of recording or transmission.
2. SUBSEQUENT EQUITY CONTRACT PRODUCTION
- a) Should the Producer, or any entity which the Producer controls or directs or in which Producer has a financial interest, participate in the production of the play under terms of a subsequent Equity contract, the Producer must make a bona fide offer to any Actor or Stage Manager who was originally engaged hereunder and who actually performed in the Production the opportunity to continue in the same role or function in which the Actor or Stage Manager appeared. If the Actor or Stage Manager does not receive a bona fide offer, the Producer will pay an amount equal to three weeks' minimum salary under said subsequent Equity contract.
  - b) The foregoing notwithstanding, the Producer's obligations will not exceed 50% of the proceeds received by the Producer from subsequent exploitations of the play. The Producer acknowledges their obligations to be continuing, and to the extent the Producer's obligations to Actors and Stage Managers under this agreement remain unsatisfied because of insufficient proceeds the Producer will provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the play, up until such time as the Producer's obligations to the Actors and Stage Managers have been satisfied. The Producer will furnish to Equity copies of statements requested by Equity, and Equity will have the right, upon reasonable notice, to examine the Producer's records.
  - c) If the Producer of said subsequent Equity contract production compensates the Actors and Stage Managers who fail to receive bona fide offers in accordance with a conversion clause in the applicable Equity contract, the Producer will have no obligation to compensate the Actors and Stage Managers under this provision. Nothing in this Agreement will relieve any Producer of a subsequent Equity contract production of any obligation such subsequent Producer may have for any conversion and/or contingent rights payments to Actors and Stage Managers.

### 3. OTHER MEDIA

- a) In the event the motion picture or other mechanical or electrical reproduction rights are subsequently sold, leased, licensed, or otherwise disposed of, the Producer or other signatory to the motion picture rights agreement agrees that up to a maximum of 50% of the monies received from said sale will be used exclusively to reimburse all Actors engaged on the contract who originally appeared, stage managed, or understudied at the opening performance in an amount equal to three weeks of performance salary or an amount equal to two weeks' salary at the Standard Production minimum salary then in effect, whichever is greater.
- b) The foregoing notwithstanding, the Producer's obligation will not exceed 50% of the proceeds received by the Producer from subsequent exploitations of the play. The Producer acknowledges their obligation to be a continuing one, and to the extent the Producer's obligation to participants remains unsatisfied because 50% of the Producer's proceeds from the play do not equal the Producer's obligations, the Producer must provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the play, up until such time as the Producer's obligations to the participants have been satisfied. The Producer will furnish to Equity copies of statements requested by Equity, and Equity will have the right, upon reasonable notice, to examine the Producer's records.

### 4. PRIOR CODE OR LOS ANGELES 99-SEAT THEATER PRODUCTIONS

- a) In the event the production has been produced under a Showcase Code, a Funded Non-Profit Theater Code, and/or the Los Angeles 99-Seat Theater Agreement within three years prior to the production under this Agreement, the Producer will make a bona fide offer to perform the identical role or function to each Actor and Stage Manager who rehearsed and/or performed in said prior production, or will pay three weeks' salary in lieu of such an offer.
- b) When more than one Actor or Stage Manager has performed the identical role or function in the Code, Plan, and/or Agreement production and no such Actor or Stage Manager receives a bona fide offer to perform such function in the production under this agreement, all Actors and Stage Managers who performed said role or function will share in such monies. All payments due hereunder must be made to Equity for distribution among the Code, Plan and/or Agreement Actors and Stage Managers in such proportion as AEA determines.

5. MOTION PICTURE AND/OR TELEVISION SALE. If the Producer owns or participates in the motion picture and/or television rights of a play or production, either directly or indirectly, the Producer agrees to sign the Equity "Motion Picture and/or Television Rights" Agreement prior to the signing of any individual employment contracts. The following clause must appear in all contracts of employment as a recognition and agreement by the Producer and Actor or Stage Manager that the inclusion of this language is offered as a material inducement to the Actor or Stage Manager to enter into the contract: "The Producer warrants and represents that:
- a) The Producer (has/has not) an interest and/or right in the play presently entitled "       ";
  - b) The play named above is an original play and the production herein is the first commercial production in the United States in which Actors or Stage Managers are employed; and
  - c) The Producer, or person or persons holding or participating in the motion picture and/or television rights, has signed the Equity Motion Picture and/or Television Rights Agreement agreeing to its terms."

## C. LEGAL

1. BINDING EFFECT OF AGREEMENT. All contracts of employment signed pursuant to this Agreement are binding not only upon the signers on the face thereof, but upon any and all corporations, co-partnerships, enterprises and/or groups which said signers or each of them directs, controls or has interest in, and are hereby agreed to be adopted as their contract by each of them.
2. LAWS GOVERNING
- a) All employment contracts are subject to the applicable federal, state, and local laws, except as otherwise may be provided.
  - b) If any provision of an employment contract is in conflict with said laws, the applicable provisions of the contract will be understood to conform to applicable laws.
  - c) If any provision of this Agreement is deemed invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions will not be affected, but will remain severally valid, binding, and in full force and effect.
3. SUCCESSIONSHIP.
- a) No theater, producing entity and/or production covered by this Agreement will be sold, conveyed, or otherwise transferred to a successor employer unless:
    - (1) the successor agrees to offer employment to all Actors or Stage Managers in a production at the time the theater, producing entity and/or production covered by this Agreement is sold, conveyed, or otherwise transferred before hiring alternative Actors or Stage Managers, and
    - (2) the successor agrees to be bound by this Agreement.

- b) The Producer will give written notice to Equity within seven (7) days after entering negotiations for sale, conveyance or transfer of the theater, producing entity and/or production. The Producer must give at least sixty (60) days' advance written notice of the existence of this Agreement along with a copy of this Agreement to any purchaser, transferee, assignee, lessee, etc. of the theater, producing entity and/or production covered by this Agreement before the completion of any sale, transfer, assignment, lease or other conveyance of the production. A copy of such notice will be provided to Equity when it is sent.
- c) If a theater, producing entity and/or production is sold, conveyed or otherwise transferred without compliance with these requirements, the Producer will be liable to Actors and Stage Managers and to Equity for all foreseeable damages (including but not limited to monetary damages) resulting from the Producer's failure to abide by this requirement until the Agreement's expiration date.