



**STAGE
DIRECTORS AND
CHOREOGRAPHERS
SOCIETY**

Please read the following Tier Agreement carefully. The Tier Contract Form appears at the end of this document. The Form will calculate the correct Tier automatically when the criteria are entered.

Please submit executed CONTRACT FORMS to:

SDC

321 West 44th Street, Suite 804

New York, NY 10036

**Please submit PENSION & HEALTH CONTRIBUTION
PAYMENTS to:**

Benserco, Inc.

140 Sylvan Avenue, Suite 303

Englewood Cliffs, NJ 07632

SDC TIER AGREEMENT

Effective January 1, 2017

I. RECOGNITION

The Employer agrees to recognize Stage Directors and Choreographers Society, Inc. ("SDC") as the exclusive representative of all SDC Member Directors and Choreographers (Artist) hired by the Employer for the purposes of the administration of matters within the scope of this Agreement.

For all subsequent productions produced by the Employer for which an SDC member is hired, the Employer shall be bound by this Agreement unless otherwise agreed to in writing between the Employer and SDC.

II. GENERAL PROVISIONS

- (A) No Employer may make any representation regarding the engagement of the Artist unless negotiations for an agreement for his/her services have been completed.
- (B) The Form Contract, attached hereto, must be used by the Employer for the employment of any SDC Member Director and/or Choreographer under this Agreement. The Employer and the Artist must each file a copy of the fully executed contract with SDC prior to the first rehearsal.
 - (1) No Artist will be permitted to commence rehearsals until the signed Individual Employment Agreement ("Form Contract") is filed with SDC. Employer must inform SDC of the date, time and place of the first rehearsal, and a representative of SDC shall have the right to attend such rehearsal.
- (C) The applicable provisions of this Agreement shall be deemed incorporated into the individual contract of employment between the Employer and the Artist. The Employer, SDC, and the individual Artist shall each be bound thereby.
- (D) Nothing contained in this Agreement shall be construed to prevent any Artist from negotiating with and obtaining from the Employer any better terms and conditions than are provided for in this Agreement without limitation.
- (E) The Employer agrees that reduction by any Artist of any of the terms of this Agreement shall not be effective unless the written consent of SDC is first obtained.
- (F) This Contract is not applicable for any Production in New York City in a theatre of 100 seats or more OR for any commercial production outside of New York City in a theatre of 100 seats or more without the express permission of SDC.
- (G) Any additionally negotiated terms or compensation shall be set forth on a Rider to the Form Contract and attached to each copy.

III. TIER PLACEMENT

Theaters/Employers will be placed, with SDC approval, in the appropriate Tier. A Theatre's tier will be determined by the "average tier" based on the following three criteria:

<u>TIER</u>	<u>CAPACITY</u>	<u>TOP TICKET PRICE</u>	<u># OF PERFORMANCES</u>
Tier 1	Less Than 100	\$20 or Less	10 or Less
Tier 2	101-150	\$21-25	11-20
Tier 3	151-199	\$26-29	21-24
Tier 4	200-299	\$30-39	25-29
Tier 5	300-399	\$40-49	30-34
Tier 6	400-499	\$50-59	35-39
Tier 7	500+	\$60+	40+

If any of the criteria changes prior to or during the run of the production, causing the production to move to a new Tier, the new rates shall be subject to retroactivity. In no event shall a Director and/or Choreographer's original compensation, health or pension amounts be decreased.

IV. MINIMUM FEES

<u>Tier</u>	<u>Director</u>	<u>Choreographer</u>	<u>Director/Choreographer</u>
Tier 1 Fee	not less than \$ 300	not less than \$ 300	not less than \$ 600
Tier 2 Fee	not less than \$1250	not less than \$1000	not less than \$2250
Tier 3 Fee	not less than \$1850	not less than \$1480	not less than \$3150
Tier 4 Fee	not less than \$2900	not less than \$2320	not less than \$4930
Tier 5 Fee	not less than \$4000	not less than \$3200	not less than \$6600
Tier 6 Fee	not less than \$5400	not less than \$4320	not less than \$9100
Tier 7 Fee	not less than \$6800	not less than \$5440	not less than \$12240

Academic Tier A Fee *Contact SDC
Academic Tier B Fee *Contact SDC

Payment Schedule: 1/3 upon signing the contract; 1/3 upon the first day of rehearsal; 1/3 upon first day of the last week of rehearsal.

Should a production be postponed, suspended or abandoned, the Director and/or Choreographer shall be entitled to receive his/her fee as it is due, as specified in this Article.

IV-A Short-Term Employment of Choreographers on NON-MUSICALS and Fight
Choreographers on MUSICALS and NON-MUSICALS

- (A) Employers in Tiers 2-7 may employ a choreographer for a non-musical production or a fight choreographer for a musical or non-musical production for 9 days or fewer (which need not be consecutive). The minimum fee for each day or part thereof shall be 10% of the applicable Tier fee for a Choreographer. Pension contribution shall be 8% of the fee paid and a health contribution shall be paid at 50% of the applicable Tier rate.
- (B) For services required for 10 days or more, a full Choreographer contract shall be filed at the applicable Tier rates.

V. ROYALTIES/EXTENSION

Employer shall make a minimum payment of six percent (6%) of the contractual fee, for each week of performance (pro-ratable based on 7 performances) beyond the originally contracted closing date. In no case shall such payment be less than twelve dollars (\$12) per performance. Additional pension (8%) and health (8%) contributions are due on any extension payments and must be paid as same accrues.

VI. PENSION AND HEALTH

All pension and health contributions on behalf of the Director /Choreographer shall be remitted to the following address:

BENSERCO, Inc.
140 Sylvan Avenue
Suite 303
Englewood Cliffs, NJ 07632

The Initial Pension and Health Contributions will follow the structure below and such payment shall be due prior to the first day of rehearsal.

<u>TIER</u>	<u>HEALTH</u>	<u>PENSION</u>
Tier 1	\$250	8% on all compensation
Tier 2	\$550	8% on all compensation
Tier 3	\$675	8% on all compensation
Tier 4	\$775	8% on all compensation
Tier 5	\$925	8% on all compensation
Tier 6	\$1050	8% on all compensation
Tier 7	\$1200	8% on all compensation

Pension and Health contributions on extensions/royalties shall be due as stated in Article V above.

VII. ELECTRONIC RIGHTS

Employer shall not film, televise, or otherwise reproduce any part of its production of the play, or authorize or permit others to do so, without a separate written agreement with the Artist and SDC.

VIII. BILLING

(A) The Artist shall receive billing in all programs, houseboards and the show page of Employer's website. Such credit shall appear on a separate line and in an agreed size, type and position on which no other credit shall appear. The Employer shall also include the Artist's biographical notes in the program.

(B) The Employer shall display the SDC logo in a conspicuous place in the program along with the following credit: "The Director (or Choreographer or Director-Choreographer) is a member of the Stage Directors and Choreographers Society, a national theatrical labor union."

IX. PROPERTY RIGHTS

All rights in and to the direction/choreography conceived by the Artist in the course of the rendition of his/her services hereunder shall be, upon its creation, and will remain the sole and exclusive property of the Artist; it being understood, however, that Employer shall have a perpetual and irrevocable license to use such property in any stage production of the Play for which the Artist receives no less than the royalty specified in the applicable SDC Agreement. Any additional use or license of the property by Employer shall be subject to further agreement between Employer and the Artist. The Artist reserves the right to copyright his/her direction/choreography.

X. RIGHT OF FIRST REFUSAL

The Artist shall be given the right of first refusal to direct/choreograph the subsequent production of the Play produced, co-produced or licensed by Employer. If the Artist accepts such engagement, he/she shall receive no less than the fees and royalties specified in the applicable SDC Agreement. If the Artist is not afforded such option to direct/choreograph subsequent production of the Play, he/she shall receive a payment of no less than two thousand (\$2,000.00) dollars or fifty percent (50%) of the subsequent fee, whichever is greater. This payment does not grant a license to use the Artist's Property Rights.

XI. INDEMNIFICATION

The Employer shall indemnify, hold harmless and defend the Artist from any claim or liability arising from his or her provision of services under this Agreement.

XII. ARBITRATION OF DISPUTES

Any dispute hereunder shall be resolved by arbitration between the Employer and the SDC on behalf of the Artist in the City of New York before an Arbitrator designated in the SDC-LORT Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

XIII. TERMINATION

No Director and/or Choreographer may be dismissed, except in the case of his or her material breach of contract, without the full payment of all compensation due him/her under the contract.

XIV. DEFAULT

- (A) Should any Theatre default in payments to or on behalf of a Director, Choreographer or Director-Choreographer, SDC shall give prompt notice thereof to the Theatre. Failure to cure the default within the guidelines of such notification by SDC may result in: (i) a strike against the Theatre, preventing SDC members to be employed in the future or (ii) requirement of the Theatre to post a security bond for subsequent productions in which an SDC Member is employed. Such bond amount shall be a sum of money satisfactory to SDC.
- (B) If the default is cured and no further default occurs for twelve (12) months following the posting of bond, the Theatre may apply to SDC to lift the bond requirement, which application shall not be unreasonably denied.

Any reduction of any benefit or term provided under this Agreement shall render it invalid. SDC reserves the right to reject any contract that does not meet the minimum terms.

This Agreement must be signed in quintuplicate. The Producer must file one copy with SDC prior to the first rehearsal. The Director, Choreographer, Director-Choreographer must file one copy with SDC prior to the first rehearsal. Each party retains one copy. One copy is for the agent or attorney of employee.

The following constitutes our Agreement:

1. This agreement is entered into on the ____ day of _____, 20____. Pursuant to all the terms and conditions set forth in the Tier Agreement dated January 1, 2017 _____ (Employer), agrees to engage the services of _____ (Artist) as _____ and he/she agrees to accept such engagement with respect to the production of _____ (the Production). The services of the Artist shall be rendered during rehearsals of the Production from _____ through _____. The Production shall be performed through _____. The Employer recognizes Stage Directors and Choreographers Society, Inc. (SDC) as the representative of the Artist.

Venue Name: _____; Venue Capacity _____;

Ticket Price Range: \$ _____ to \$ _____; # of scheduled performances _____;

TIER: _____

2. Employer agrees to compensate Artist as follows:

COMPENSATION: \$ _____ Payment Schedule: 1/3 upon signing this contract; 1/3 upon first day of rehearsal; 1/3 upon first day of the last week of rehearsal.

3. **PENSION AND HEALTH:** The Employer shall make Pension and Health contributions, based on its Tier, to the SDC-League Pension Fund and the SDC-League Health Fund on all compensation (including any Extension and/or Royalty payments). **Separate checks must be made out to each fund and mailed to the following address:**

BENSERCO, Inc., 140 Sylvan Avenue, Suite 303, Englewood Cliffs, NJ 07632

PENSION CONTRIBUTION DUE \$ _____ HEALTH CONTRIBUTION DUE \$ _____

4. **EXTENSIONS:** Employer shall make a minimum payment of six percent (6%) of the contractual fee, for each week of performance (proratable based on 7 performances) beyond the date specified above. Additional pension (8%) and health (8%) payments are due on any extension payments and must be paid as same accrues.

5. The Employer shall provide, prior to the first rehearsal, a written representation to the Artist, with a copy to SDC, that it has obtained the performance rights to recreate any original direction, musical staging and/or choreography which will be used for a production.

6. **ARBITRATION:** Any dispute hereunder shall be resolved by arbitration between the Employer and SDC on behalf of the Artist in the City of New York before an Arbitrator designated in the SDC-LORT Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

7. **RIDERS:** This Agreement encompasses all of the terms and conditions of the SDC Tier Agreement, dated January 1, 2015 or any successor Agreement. Any additional terms must be set forth on a Rider to this Agreement and attached to each copy.

Accepted:
 ARTIST
 (Signature) _____
 (Please print name) _____
 Date _____
 Address _____
 _____ Zip _____
 Phone _____
 Social Security No. _____
 Email Address _____

Theatre must sign contract first.
 EMPLOYER
 By (Signature) _____
 (Please print name) _____
 Date _____
 Address _____
 _____ Zip _____
 Phone _____
 Employer Registration No. _____
 Email Address _____

SDC APPROVAL:

By signing below, SDC acknowledges receipt and the applicability to this agreement for this employment.

SDC approved by _____ Date _____