

**Any reduction of any benefit or term provided under this Agreement shall render it invalid. The following constitutes our Agreement:**

- This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Pursuant to all the terms and conditions herein set forth, \_\_\_\_\_ (Employer) agrees to engage the services of \_\_\_\_\_ (Artist) as \_\_\_\_\_ and he/she agrees to accept such engagement with respect to the production of \_\_\_\_\_ (the Play). The services of the Artist shall be rendered during rehearsals of the Play from \_\_\_\_\_ through \_\_\_\_\_. The Play shall be performed through \_\_\_\_\_. The Employer recognizes the SDC as the representative of the Artist.
- 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.
- PENSION AND HEALTH:** The Employer shall make Pension and Health contributions to the SDC-League Pension Fund and the SDC-League Health Fund as specified below, based 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**  

COMPENSATION	PENSION	HEALTH	
0 - \$1,249	8% of compensation	8% of compensation	PENSION CONTRIBUTION DUE \$ _____
1,250 - 2,999	8%	\$ 400	
3,000 - 5,999	8%	750	HEALTH CONTRIBUTION DUE \$ _____
6,000 - 11,999	8%	1,100	
12,000 and over	8%	1,500	
- EXTENSIONS:** Employer shall make a minimum payment of two hundred and fifty (\$250.00) dollars for each week of performance or part thereof beyond the date specified above. Additional pension and health due on extension payments must be paid as same accrues.
- A. BILLING:** The Artist shall receive billing in all programs and houseboards. 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."
- 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 proper payment under an applicable SDC Minimum Basic 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.
- 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 Minimum Basic 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.
- 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 the SDC.
- 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.
- ARBITRATION:** 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.
- RIDERS:** Any other compensation due the Artist or any additional terms shall be set forth on a Rider to this Agreement and attached to each copy.

SPECIAL CONTRACT FILING INSTRUCTIONS

- This agreement must be signed by all parties in quadruplicate.
- The SDC Member/Agent retains the Member, Agent and Member File copies upon signing.
- The Employer retains the Producer and Producer File copies upon signing.
- Both Employer and Member are responsible for sending a copy to SDC at 1501 Broadway, Suite 1701 New York, NY 10036 for approval.**
- Any riders must be attached to each copy of the agreement.

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 \_\_\_\_\_  
 Federal Employer Identification No. \_\_\_\_\_  
 Email Address \_\_\_\_\_

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

This agreement shall not be approved by the SDC if any of its terms or conditions is below any standard of any multi-employer collective bargaining agreement applicable to this production.