

*The Association of Non-Profit
Theatre Companies,
New York City
and
Stage Directors and
Choreographers Society, Inc.*

COLLECTIVE BARGAINING AGREEMENT

July 1, 2015–June 30, 2019

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THIS AGREEMENT, made and entered into as of July 1, 2015, by and between the **ASSOCIATION OF NON-PROFIT THEATRE COMPANIES**, New York City, herein called "**ANTC**", c/o Classic Stage Company, 136 East 13th Street, New York NY 10003, and the **STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC.**, herein called "**SDC**", having its principal office at 321 West 44th Street, New York, NY 10036-5477.

IT IS MUTUALLY AGREED AS FOLLOWS:

I. PARTIES

- A. ANTC is an un-incorporated association comprising a membership of non-profit theatre companies, operating separately and independently within the five boroughs of New York City.
- B. SDC is a labor union comprising persons active in the profession of directing and/or choreographing theatrical productions, authorized by its certificate of incorporation and applicable statutes to engage in collective bargaining.

II. RECOGNITION

ANTC agrees to recognize SDC as the exclusive representative of all covered Directors and/or Choreographers employed by a Theatre for the purpose of negotiating the terms and conditions of their employment. The term "covered Director and/or Choreographer" shall mean any Director and/or Choreographer who is a member or required under this Agreement to be a member of SDC when employed by an ANTC Theatre to direct and/or choreograph a production.

III. UNION SECURITY

- A. One hundred percent (100%) of each Theatre's Primary Activity/Mainstage productions per season shall be covered under this Agreement. At least fifty percent (50%) of each Theatre's Secondary Activity/Second Stage productions (with a paid or

subscriber audience and having five (5) or more performances) per season shall be covered under this Agreement. Fractional numbers of .5 or higher shall be rounded off to the next whole number.

- B. A Director and/or Choreographer shall be required to be a member of SDC or become a member (as defined by applicable law) before directing or choreographing his/her 2nd ANTC production covered under this Agreement. For the purpose hereof, a production with another Theatre incorporating the terms of the ANTC agreement shall be deemed an ANTC production. Each ANTC Theatre shall provide SDC with a Season Schedule. For any Director and/or Choreographer not currently a member of SDC, the ANTC Theatre employing such Director and/or Choreographer will forward, in a timely fashion, all materials sent to the Director and/or Choreographer from SDC.
- C. The Theatre shall deduct dues assessments of two and one-half percent (2.5%) of the Director's/Choreographer's fee and royalties and submit the amount to SDC no later than ten (10) days after the fee and/or royalty is due the Director/Choreographer, provided that the Director and/or Choreographer has executed a lawful deduction authorization.

IV. THEATRE CATEGORIES

- A. Theatres shall be designated within categories identified as Category 1, 2, 3, 4, 5 and 6, according to Schedule "A," attached hereto.

V. THEATRE QUALIFICATIONS

- A. This Agreement shall apply to all member Theatres of ANTC that are not covered by the Actors Equity Association (AEA) Off-Broadway collective bargaining agreement or any other collective bargaining agreement of AEA. The Theatres listed in the annexed Schedule "B" are members of ANTC and acknowledge their consent to be bound by

this Agreement. ANTC shall notify SDC in writing of any changes in ANTC membership and/or category of any Theatre as soon as possible.

- B. For any production originating under this agreement, which is subsequently covered under an AEA-Off-Broadway or other AEA collective bargaining agreement produced or co-produced by the ANTC Theatre, the Theatre shall immediately execute the corresponding SDC contract or cause the co-producer of such subsequent production to do so.

The foregoing shall not apply to the extension of any run originating under this Agreement, provided that the extension is continuous (or in case of holiday hiatus, no hiatus greater than two weeks), remains in the same venue and no additional producers participate in the extension.

Furthermore, the foregoing shall not apply to the noncontinuous extension ("remount") of any production originating under this agreement, provided that a) the Theatre has not engaged any other producer to participate in the remount, b) the remount occurs in the same venue, c) the remount begins rehearsals no more than one year following the close of the production originating under this agreement, and d) the remount is for a limited engagement of no more than twelve weeks.

In the case of such remount, the Director and/or Choreographer shall be paid twenty-five percent (25%) of the fee applicable to the Off-Broadway category of the venue, which shall include up to one week of his/her services in connection with rehearsals, technical rehearsals, and/or preview performances. If any such services of the Director and/or Choreographer are required for more than one week but not more than two weeks, he/she shall be paid an additional twenty-five percent of the applicable fee (i.e., an aggregate of fifty percent [50%]); and if any such services of the Director and/or Choreographer are required for more than two weeks but not more than three weeks, he/she shall be paid an additional twenty-five percent of the

applicable fee (i.e. an aggregate of seventy-five percent [75%]). If any such services of the Director and/or Choreographer are required for more than three weeks, the Theatre shall immediately execute the appropriate Off-Broadway contract for the venue. Any fees already paid towards the remount, in the same venue and with no additional producers, will be counted against the fee owed to the Director and/or Choreographer under said Off-Broadway contract. In any remount, however, weekly royalty payments shall be made to Directors at a minimum rate of two percent (2%) of the Gross Weekly Box Office Receipts; to Choreographers at a minimum rate of two percent (2%) of the Gross Weekly Box Office Receipts; and to Director-Choreographers at a minimum rate of two and three quarters percent (2¾%) of the Gross Weekly Box Office Receipts; commencing with the first week of the remount.

- C. Any production classified as an Off-Broadway production by Actors' Equity Association shall be classified as an Off-Broadway production by SDC, and the Theatre will file the applicable Off-Broadway contract for the Director and/or Choreographer for such production, notwithstanding any provision of this Agreement appearing to the contrary.

VI. GENERAL PROVISIONS

Employment by ANTC Theatres of covered Directors and/or Choreographers shall comply with the following provisions:

- A. The applicable provisions of this Agreement, and Schedules "A" and attached hereto, shall be deemed incorporated into the individual contracts of employment between the Theatre and the Director and/or Choreographer.
- B. With respect to the individual contracts between the Theatre and the covered Director and/or Choreographer, the Theatre shall use the "ANTC Form Contract," annexed hereto as "Schedule C," (hereinafter called "Contract"). Any change in the Contract shall be approved by ANTC and SDC in advance of the effective date of the change. Contracts must be signed in quintuplicate and:

1. The Director and/or Choreographer will keep one (1) copy of the contract and any riders, and file one (1) copy of the contract and any riders with SDC within five (5) business days after signing;
 2. The Theatre will keep one (1) copy of the contract and any riders, and file one (1) copy of the contract and any riders with SDC within five (5) business days after signing or prior to the first rehearsal, whichever first occurs; and
 3. The fifth copy of the contract and any riders may be retained by the Director's and/or Choreographer's agent or attorney.
- C. If the contract is not signed concurrently by the Theatre and the Director and/or Choreographer, the Theatre shall sign first. In such event, the Theatre may send the contract to the Director and/or Choreographer, or his/her designated representative, by overnight delivery (with proof of delivery), and require the contract to be signed and returned to the Theatre within a specified period (but not less than 72 hours after receipt of such notice.) Failure to comply may render the contract null and void.
- D. A Director and/or Choreographer may not waive or alter any of the minimum employment terms and conditions of this Agreement without the written approval of SDC, except that nothing in this Agreement shall prevent him/her from negotiating with and obtaining from the Theatre any better employment terms and conditions than herein provided, without limitation.
- E. Directors and Choreographers shall be reimbursed for all out-of-pocket expenses authorized or pre-approved by the Theatre's management in connection with the engagement (e.g., long-distance telephone, FAX and copying charges, approved conference and meeting expenses connected with the production, etc.). All out-of-pocket expenses related to the production and authorized or approved by the Theatre shall be reimbursed within seven (7) business days of receipt by the Theatre of the Director's and/or Choreographer's written request thereof.

- F. No SDC Director or Choreographer employed under this Agreement may be dismissed, except for just cause, without the full payment of all compensation due him/her under the contract, as same accrues.
- G. The employment of a Choreographer or the commitment to compensate a Director as a Director/Choreographer for a non-musical requires the consent of the Director and the Theatre.

VII. FEES

- A. The minimum fees for covered Directors and Choreographers shall be no less than the amounts applicable to each Theatre, as specified below.

1. Director's Fee

Category	7/1/2015-6/30/2016	7/1/2016-6/30/2017	7/1/2017-6/30/2018	7/1/2018-6/30/2019
1	\$4,489	\$4,624	\$4,809	\$5,001
2	\$5,633	\$5,802	\$6,034	\$6,275
3	\$6,695	\$6,896	\$7,172	\$7,459
4	\$7,525	\$7,751	\$8,061	\$8,383
5	\$7,853	\$8,089	\$8,413	\$8,750
6	\$8,229	\$8,476	\$8,815	\$9,168

2. Choreographer's Fee

Category	7/1/2015-6/30/2016	7/1/2016-6/30/2017	7/1/2017-6/30/2018	7/1/2018-6/30/2019
1	\$3,367	\$3,468	\$3,607	\$3,751
2	\$4,225	\$4,352	\$4,526	\$4,706
3	\$5,021	\$5,172	\$5,379	\$5,594
4	\$5,644	\$5,813	\$6,046	\$6,287
5	\$5,890	\$6,067	\$6,310	\$6,563
6	\$6,172	\$6,357	\$6,611	\$6,876

3. Director/Choreographer's Fee shall be one hundred seventy-five percent (175%) of the Director's Fee.
- B. One-third (1/3) of the fee is to be paid to the Director and/or Choreographer on signing of the contract and is non-returnable; one third (1/3) of the fee is to be paid on the first day of rehearsal and is non-returnable; and one-third (1/3) is to be paid on the first paid public performance and is non-returnable.
- C. If a production is postponed, suspended or abandoned, the Director and/or Choreographer shall be compensated in accordance with the payment accrual provisions of Article VII, Paragraph B.
- D. Minimum fees for Primary Activity/Mainstage shall be no less than 100% of the amounts applicable to each Theatre, as specified in Section A above.
- E. Minimum fees for Secondary Activity/Second Stage shall be no less than 75% of the amounts applicable to each Theatre, as specified in Section A above. Secondary activity shall be defined as activity that is not primary or main stage activity with a paid or subscriber audience and five (5) or more performances.

VIII. DEVELOPMENTAL WORK

Developmental work under this Agreement shall be defined as work done by an SDC Member with (an) Actor(s) that is not open to the press and has no more than four (4) presentations. In the case of any developmental work for which a Theatre engages an SDC Member, the Theatre shall employ such Director and/or Choreographer pursuant to the "ANTC Form Contract," annexed hereto as "Schedule C," and the SDC member must be contracted for the total number of consecutive or non-consecutive days utilizing any Actor(s).

The minimum compensation for a Director, Choreographer, or Director/Choreographer shall be no less than the following:

- 1-6 days At least twice the greatest payment to any actor, plus \$25/day payable to the SDC/League Pension and Health Funds, payment to the Funds shall be capped at \$100 per SDC Member, per project. SDC shall determine annually what portion of the \$25 is payable to each Fund.
- 7-14 days No less than 10% of the minimum fee applicable to each Theatre, plus \$150 payable to the SDC/League Pension and Health Funds per SDC Member, per project. SDC shall determine annually what portion of the \$150 is payable to each Fund.
- 15-21 days No less than 50% of the minimum fee applicable to each Theatre, plus 50% of ANTC Health rate payable to the Health Fund, and 8% of the fee payable to the Pension Fund.

IX. SHORT TERM CHOREOGRAPHY

A. Musicals:

1. A Choreographer employed one (1) to six (6) days, which need not be consecutive and two (2) of which must be reserved for use during the Technical Rehearsal, Dress Rehearsal, or Preview period, shall receive no less than forty percent (40%) of the minimum fee for a Choreographer provided for in Article VII, Section A, above. In addition, the Theatre shall contribute to the SDC-League Pension Fund and SDC-League Health Fund on his or her behalf, as provided in Article XI of this Agreement.
2. A Choreographer employed for a seven to twelve (7-12) day consecutive period, shall receive no less than sixty percent (60%) of the minimum fee for a Choreographer provided for in Article VII, Section A, above. In addition, the Theatre shall contribute to the SDC-League Pension Fund and SDC-League Health Fund on his or her behalf, as provided in Article XI of this Agreement.
3. In the event the Choreographer renders services outside of the periods provided at subsections 1 and 2 above, the Choreographer shall be entitled to a

full contract, including one hundred percent (100%) of the minimum compensation due to the Choreographer under this Agreement. Such additional fee payments are due upon the first day of rendered service hereunder.

Pension and Health contributions shall be made in accordance with Article XI of this Agreement.

B. Non-Musicals:

A covered Choreographer employed to create and rehearse choreography for non-musical productions shall be covered by the full terms of this Agreement, except as follows:

1. A Choreographer employed for up to any portion of two (2) days, which need not be consecutive, shall receive no less than ten percent (10%) of the minimum fee for a Choreographer, provided for in Article VII, Section A, above. In addition, the Theatre shall contribute to the SDC-League Pension Fund and SDC-League Health Fund on his or her behalf, as provided in Article XI of this Agreement. Article XII, ROYALTIES, Article XV, RIGHT OF FIRST REFUSAL/BUY-OUT, and Article XIX, SUBSIDIARY RIGHTS, shall not apply. Any services rendered by a Choreographer beyond those permitted herein shall be governed by paragraphs 2., 3., or 4. below, as applicable.
2. A Choreographer employed for up to any portion of three (3) to six (6) days which need not be consecutive and two (2) of which must be reserved for use during the Technical Rehearsal, Dress Rehearsal, or Preview period, shall receive no less than thirty percent (30%) of the minimum fee for a Choreographer as provided in Article VII, Section A, above. In addition, the Theatre shall contribute to the SDC-League Pension Fund and SDC-League Health Fund on his or her behalf, as provided in Article XI of this Agreement
3. A Choreographer employed for up to any portion of seven (7) to twelve days which need not be consecutive and two (2) of which must be reserved for use during the Technical Rehearsal, Dress Rehearsal, or Preview period, shall

receive no less than fifty percent (50%) of the minimum fee for a Choreographer, as provided for in Article VII, Section A, above. In addition, the Theatre shall contribute to the SDC-League Pension Fund and SDC-League Health Fund on his or her behalf, as provided in Article XI of this Agreement

4. In the event the Choreographer renders services beyond the periods provided for in sections "1," "2," and "3" above, the Choreographer shall be entitled to a full contract, including one hundred percent (100%) of the minimum compensation due to the Choreographer under this Agreement. Such additional fee payments are due upon the first day of rendered service hereunder. Pension and Health contributions shall be made in accordance with Article XI of this Agreement.

- C. Work performed on any day prior to the official press opening (including the preview period) shall be included in determining the total number of days of employment.
- D. The individual contract for a Choreographer employed under this Article IX shall include the schedule (date of the Choreographer's first rehearsal and the agreed upon engagement) for the Choreographer's employment and shall be filed with SDC prior to the first rehearsal. In the event the Choreographer renders service beyond the stated initial agreed upon engagement, the Theatre shall pay to the Choreographer any additional fee due on the first day of such continued employment and notify SDC of the additional period of employment. Any additional pension and health contributions that become due shall be paid in accordance with Article XI. In no event, however, shall a Theatre be required to pay cumulatively more than one hundred (100%) percent of the minimum fee and pension and health contributions otherwise payable to a Choreographer under this Agreement, unless otherwise specifically agreed in a rider to the individual contract.

X. MULTIPLE ASSIGNMENTS

- A. The Theatre may engage an individual to both direct and choreograph a production, provided, however, that an individual engaged to direct and choreograph a musical production shall receive no less than one hundred seventy-five percent (175%) of the Director's minimum fee, as specified in Article VII, Section A, above.
- B. A covered Director and/or Choreographer employed by the Theatre in another capacity for a production may also be engaged to direct and/or choreograph said production, provided said individual shall receive an amount no less than the minimum Director's and/or Choreographer's fee, as specified in Article VII, Section A, above.

XI. PENSION AND HEALTH

- A. The Theatre shall make pension & health contributions according to the following Schedule:

Pension

8% of fee

8% of all royalties (if any)

Pension Fund payments for Primary Activity/Mainstage, Secondary Activity/Second Stage shall be paid for all productions, whether covered or uncovered.

Health

Primary Activity/Mainstage

7/1/15-6/30/16: \$ 1,400

7/1/16-6/30/17: \$ 1,450

7/1/17-6/30/18: \$ 1,500

7/1/18-6/30/19: \$ 1,550

- 1. Health Fund payments for Primary Activity/Mainstage shall be paid for all productions.

2. Notwithstanding the foregoing, Health Fund payments for Secondary Activity/Second Stage shall be 75% of the amounts listed above and shall be paid for all productions, whether covered or uncovered.

3. Short-Term Choreography

Musicals:

1-6 days: 40% of the amounts listed above.

7-12 days: 60% of the amounts listed above.

13 or more days: 100% of the amounts listed above.

Non-Musicals:

1-2 days 10% of the amounts listed above.

3-6 days 30% of the amounts listed above.

7-12 days 50% of the amounts listed above.

13 or more days 100% of the amounts listed above.

B. All payments shall be due no later than thirty (30) days after the last payment of the Fee payable to Director and/or Choreographer.

C. Notwithstanding the above, in the event that the Theatre's Artistic Director is covered by the Theatre's pension or health plan, the Theatre shall be relieved of its obligation to make duplicate contributions to the SDC-League Pension and/or Health Fund, except that if the individual is covered by the Theatre's pension plan but is not vested in such plan at the termination of his/her staff employment by the Theatre, the Theatre shall contribute to the SDC-League Pension Fund an amount equal to the contributions which would have been due under this Agreement for each covered production he/she directed and/or choreographed during his/her tenure as an Artistic Director.

XII. ROYALTIES

- A. Beginning with the seventh (7th) performance week of any production, the Theatre shall pay to any covered Director or Choreographer a royalty of two percent (2%) of the total Gross Weekly Box Office Receipts of the Theatre, and to any covered Director-Choreographer a royalty of two and three-quarters percent (2 ³/₄%) of the total Gross Weekly Box Office Receipts of the Theatre, but, in any case, no less than Three Hundred Ten Dollars (\$310.00) per week in the first year of the agreement, Three Hundred Twenty Dollars (\$320.00) in the second year, Three Hundred Thirty Dollars (\$330.00) in the third year, and Three Hundred Forty Dollars (\$340.00) in the final year of the agreement. A Director-Choreographer shall receive no less than 175% of the applicable minimum weekly amount above.
- B. Notice of any engagement beyond six (6) weeks must be given to SDC at the same time as notice is given to Actors' Equity Association.
- C. Gross Weekly Box Office Receipts Definition

It is agreed that the term Gross Weekly Box Office Receipts, shall be defined in accordance with the Approved Production Contract, as amended below.

1. All sums received from ticket sales to the play allocable to performances given in such week less only the following deductions:
 - a) Customary commissions and fees, as may be prevailing from time to time, paid to or retained by third parties in connections with theatre parties, benefits, American Express or other similar credit card plans, telephone sales, automated ticket distribution or remote box office, e.g. Telecharge, Ticketmaster and Ticket Central (but not ticket brokers), and commissions or fees for group sales;
 - b) Commissions and fees paid to or retained by credit card companies for sales of tickets;

- c) Up to ten percent (10%) of Membership Fees, prorated for each production of a Theatre in the season for which the Membership Fee is paid (irrespective of whether such production is covered under this Agreement);
- d) Receipts from no more than two performances in each calendar year to the extent such receipts are contributed for theatre-related charitable purposes;
- e) Library discounts, student tickets and other discount ticket expenses, value added taxes and entertainment taxes, if any; and
- f) Any sums included as Gross Weekly Box Office Receipts in a prior performance week which subsequently are refunded or uncollectible due to dishonored checks, invalidated credit cards receipts or for any other reason.

XIII. ARTISTIC APPROVAL

- A. The covered Director shall have approval, not to be unreasonably withheld, of the cast, understudies, replacements, stage manager, choreographer, and designers for the production.
- B. The covered Choreographer shall have approval, not to be unreasonably withheld, of the dancers, dancing understudies and replacements, the dance captain, stage surfaces intended for dancing, and costumes for dancers.
- C. The Theatre agrees to inform the covered Director and/or Choreographer of any artistic commitments made by the Theatre at the time the Director and/or Choreographer is offered employment.
- D. The Theatre is entitled to a response to its written request for an artistic approval from the Director and/or Choreographer, or his/her designated representative, within forty-eight (48) hours of receipt of such written request.

XIV. HOUSING AND TRANSPORTATION

- A. If a Director and/or Choreographer does not maintain a residence within a fifty-mile radius of the Theatre, the Theatre shall provide at its expense Tourist-class transportation, consisting of at least one (1) round-trip ticket for auditions and one (1) round-trip ticket for the employment period, and mutually acceptable housing accommodations for each day or part thereof the Director and/or Choreographer is required by the Theatre to be in New York City.
- B. If the Director and/or Choreographer is required by the Theatre to attend an audition outside of New York City and overnight accommodations are required, the Theatre shall provide mutually acceptable housing accommodations.
- C. All reimbursable expenses shall be paid directly to Director and/or Choreographer.

XV. RIGHT OF FIRST REFUSAL/BUY-OUT

- A. If a covered Director and/or Choreographer or Director-Choreographer is offered the right to direct and/or choreograph other productions of the Play produced, co-produced, or licensed by the Theatre, and accepts the offer, he/she shall receive no less than the fee and royalties of the applicable SDC minimum basic agreement as determined by SDC.
- B. If the Director and/or Choreographer or Director-Choreographer is not afforded such option to direct and/or choreograph the subsequent production of the Play, he/she shall receive a payment of fifty percent (50%) of all compensation under the subsequent applicable SDC contract or Three Thousand Dollars (\$3,000), whichever is greater.

XVI. PROPERTY RIGHTS

- A. All rights in and to the direction and/or choreography conceived by a covered Director and/or Choreographer 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 Director and/or Choreographer, it being understood, however, that the Theatre and its licensee(s) shall have a perpetual and irrevocable license to use such direction and/or choreography in any stage production of the play for which the Director and/or Choreographer receives a proper payment under an applicable SDC minimum basic agreement as determined by SDC. It is further understood that the rights to use and license the Director's and/or Choreographer's property are limited to the original employing Theatre, or its assigns, under this Agreement. Any additional use or license of the direction and/or choreography by the Theatre shall be subject to further agreement between the Theatre and the Director and/or Choreographer.

- B. The Theatre shall not authorize the publication in any form of the covered Director's and/or Choreographer's stage directions and/or choreography without the Director's and/or Choreographer's prior written consent. The Director and/or Choreographer reserves the right to copyright such stage direction and/or choreography.
- C. The Theatre shall provide, free of charge, the covered Director and/or Choreographer with a copy of the production script and a videotape of the production, if one is made and produced by the Theatre, at the completion of the run of the play, the latter subject to the approval of Actors' Equity Association.
- D. If the Theatre enters into an agreement with any co-producer, leasee or licensee, the Theatre shall notify the co-producer, leasee or licensee that the Theatre is a party to an agreement with the Director and/or Choreographer, and that the Director and/or Choreographer retains Property Rights under Article XVI of this Agreement. Such notification shall be in writing, and a copy, countersigned by co-producer, leasee or licensee acknowledging notification, shall be attached as a Rider to the Theatre's individual agreement with the Director and/or Choreographer upon the execution of the agreement with the co-producer, leasee or licensee.

XVII. ELECTRONIC RIGHTS, TRANSMISSION & REPRODUCTION

A. Except as otherwise permitted in Section XVIII, with the agreement of the Director, and the Choreographer if a Choreographer is employed, a Theatre's production of a play may be, in whole or in substantial part, electronically reproduced and broadcast or transmitted on a single platform as presented in the stage production. The Theatre shall pay, or cause to be paid, to the covered Director and/or Choreographer of the stage production, a payment of no less than the original contractual fee no later than thirty (30) days following any such electronic reproduction or transmittal. Any use beyond the initial broadcast event or transmission is subject to good faith negotiations between the Theatre, the Member and SDC. The parties agree that "initial broadcast" may include multiple broadcasts over an extended period of time. It is the parties' intention, however, to limit initial broadcast to only those broadcasts which are guaranteed or committed under the applicable agreement, and any subsequent broadcast may require additional compensation over which the parties will negotiate in good faith. It is further understood that the payment for the "initial broadcast" shall not include compensation for rights to transmit, stream, offer on "pay per view," etc., or to market and sell DVD's or other recordings of the production without negotiating in good faith additional compensation to the Director, Choreographer, or Director-Choreographer for such rights. In the event the parties are unable to agree on such compensation, either party may submit to an Arbitrator utilizing the procedures then in effect of the American Arbitration Association the issue of the appropriate compensation due and payable to the Director, Choreographer, or Director/Choreographer based on the following criteria: the standards then existing in the industry; the relative compensation payable to the Director, Choreographer, or Director/Choreographer and other artists; and any equitable factors affecting the Producer's obligation and the Director's, Choreographer's, or Director/Choreographer's entitlement that the Arbitrator may deem appropriate. The award of the Arbitrator shall be final and binding as to compensation payable to the Director.

B. Billing

1. The Director and/or Choreographer of the production shall receive billing as follows: "Directed and/or Choreographed for the stage by_____."
2. Where only a Director or Director/Choreographer is engaged, the stage Director's screen credit shall be accorded on a separate card. This card shall be placed either prior to the presentation or the first card following the presentation.
3. Where a Director and Choreographer is engaged, the stage Director and Choreographer's screen credit shall be accorded on one separate card with Choreographer's credit no less than 50% of the type size of the Director. This card shall be placed either prior to the presentation or the first card following the presentation.
4. When the Theatre is not producing the electronic capture or if a co-producer controls the billing, Theatre shall exercise best and reasonable efforts to provide in any third party agreement the billing placement for the Director and/or Choreographer as stated above.
5. In any event the SDC logo shall be included in the credits of any electronic reproduction or transmission under (A) above.

C. Notification

1. Notice of all electronic reproduction or transmission, and any subsequent payments paid as required in this Article XVII, if any, shall be filed with SDC within seven (7) days of activity or payment.
2. Theatre shall provide seventy-two (72) hours notice of all electronic reproductions or transmissions to the Director and Choreographer and SDC. Notice of all recognition payments paid thereafter, if any, shall be filed with SDC.

D. Collaboration

1. The electronic capture of the play or musical must portray the stage production substantially as it was directed and/or choreographed.
2. Theatre shall use best and reasonable efforts to accommodate and advance a collaborative process between the Director and/or Choreographer and the Director of the Electronic Capture.
3. Theatre shall make best and reasonable efforts in scheduling so that the Director and/or Choreographer may participate if he/she is available.
4. Director and Choreographer must be permitted to attend the capture subject to his or her availability.

XVIII. MEDIA & PROMOTION

- A. Except as expressly provided herein, no Theatre, subsequent producer or any other third party shall broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of the production.
 1. Where a Theatre makes or causes to be made a visual and/or aural record of a production, in whole or part, edited or unedited on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, and where any part of the direction or choreography may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred hereinafter as the "Capture" or "Reproduction" of the production, and the visual and/or aural record itself, any part thereof or copy thereof, whether edited or unedited, shall be hereinafter referred to as the "captured material" or "Reproduction."
 2. The Theatre's goal in any and all promotion and publicity, including the use of captured materials, is to portray the production, including the Director,

Choreographer or Director-Choreographer and all other creatives, in the most favorable light. The Theatre will use captured materials, provide footage and permit its use consistent with that intent.

3. Captured material may not be used to discipline Directors and/or Choreographers.
4. The Theatre shall receive no compensation for the exhibition of any material under the terms of this provision.

B. Provisions for the capture of material

1. The date, time, content of material, and process of capture shall be approved by the Director and/or Choreographer. Such approval shall not be unreasonably withheld.
2. Where possible, the Theatre shall give the Director and/or Choreographer seventy-two (72) hours notice of the time of capture, but in no event less than forty-eight (48) hours notice.
3. No change to the staging or choreography shall be made without the approval of the Director and/or Choreographer, which shall not be unreasonably withheld.

C. Provisions for the use of promotional captured material

1. With the agreement of the covered Director, and Choreographer if a Choreographer is employed, the Theatre is permitted, with no additional compensation to the Director and/or Choreographer, to electronically reproduce a segment of no more than fifteen (15) minutes duration of performance and rehearsal(s) of a production for the purpose of exploiting and advertising the production for the Theatre's season.
2. No more than fifteen (15) minutes of edited rehearsal or performance per production captured by the Theatre or a third party directly engaged by the

Theatre shall be used for any one broadcast or webpage. The edited footage/material may depict an entire scene or musical number.

3 In no event may the Theatre serialize the production on one or multiple distribution points and/or delivery platforms.

4 The Director and/or Choreographer shall receive billing on the Production's/Producer's website show page and anywhere the footage appears where any other artist is billed.

D. Other Uses

1. For archival purposes of the Theatre, or other official library theatrical archive, the Theatre shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled "for archival use only." The Theatre shall notify in advance, in writing, the Director and/or Choreographer and SDC prior to any such filming or taping. No payment shall be due to the Director or Choreographer in such an event.

2. In the event the Theatre wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Reproduction of the production for this sole purpose(s) and shall notify SDC at the time of submission. In the event the captured material is unusable, another capture of an entire performance may be made. Any such Reproduction made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, or FESTIVAL APPLICATION PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule must also include the Stage Directors and Choreographers Society logo and identify that the Directors and/or Choreographers of the production are represented by SDC.

3. In the case of a transfer of a production the originating Theatre may furnish captured material to the transferee theatre/producer for promotional and publicity purposes provided the original Director and/or Choreographer are engaged in the production and transferee theatre/producer makes additional payments to the Director and/or Choreographer as negotiated by the Member and SDC.
 4. Without limitation as to who may view captured materials, the Director, Choreographer and/or Director-Choreographer and/or their assistants may view captured materials. Re-stagers working on their behalf may view captured materials, but only if the Director, Choreographer or Director-Choreographer's work has been licensed by the Theatre or Producer.
 5. Usage is permitted on web sites of the Theatre (including third-party hosting sites); not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar web sites (such as Playbill.com); third-party promotional and ticketing services (e.g. Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit arts service and arts promotion organizations (e.g., Stage Directors and Choreographers Society, Theatre Communications Group, Americans for the Arts).
 6. SDC may obtain and use footage from any production (including closed productions) for the purposes of promoting and branding SDC, provided SDC secures in writing all necessary permissions and pays any applicable fees for use of such material (if any), and credits are listed for SDC, Director/Choreographer, the Producer and the production.
- E. SDC and ANTC theatres share a strong mutual interest in preventing any unauthorized stage reproduction of the direction and choreography or any unlawful use of captured materials, and ANTC and its members and SDC and its Members have taken and will continue to take appropriate action to advance that interest.

XIX. SUBSIDIARY RIGHTS

- A. The Director will share in a sum equal to one and one-half percent (1 1/2%), the Choreographer will share in a sum equal to one and one-eighth percent (1 1/8%), and the Director-Choreographer will share in a sum equal to two and five-eighths percent (2 5/8%) of all subsidiary rights income payments received by the Theatre in connection with the production. It is understood that this shall include, without limitation, all amateur and stock rights; merchandising; any payment received by the Theatre for lease or license of any portion of said production in which Theatre is not a co-producer of said transaction; television performances except where such payment would be a duplication of payments made pursuant to Article XVII, ELECTRONIC RIGHTS, above, and as hereinafter set forth; motion picture rights; literary rights; any reproduction by electronic means, except where such payment would be a duplication of payments made pursuant to Article XVII, ELECTRONIC RIGHTS, above or any other means, of any portion of this production. It is understood, however, that there shall be no participation in any income received by Theatre for the privilege of showing a segment of no more than fifteen (15) minutes duration of this production which is presented on television for the purpose of exploiting and advertising the current ANTC production during the period of its presentation by the Theatre.
- B. With regard to subsidiary rights income received by the Theatre as a result of any transaction made prior to the engagement of the Director and/or Choreographer, if the engaged Director and/or Choreographer had received any draft copy of the Play's script and/or score from the author, author's agent or Theatre prior to such transaction, then said Director and/or Choreographer shall be entitled to his/her full percentage participation of such subsidiary rights income payments as per Paragraph "A" above.
- C. The Theatre shall pay the Director and/or Choreographer his/her share of subsidiary rights income once annually, unless any such payment due exceeds One Hundred

Dollars (\$100.00), in which case the payment shall be disbursed within thirty (30) days of such subsidiary rights income being received by the Theatre.

- D. Notwithstanding the above, should the Director and/or Choreographer be entitled to receive a share of subsidiary rights income payments from a subsequent producer of the play, then the terms of this Article shall not apply.

XX. BILLING

- A. With respect to each production directed by a covered Director and/or Choreographer, he/she shall receive billing in all programs and houseboards, and in ads and flyers where the author's name also appears. Such billing shall appear on a separate line in an agreed size, type, and position on which no other credit shall appear. This provision shall not apply to the ABC's or to the Congratulatory ads.
- B. The Director and/or Choreographer shall be credited in all brochures publicizing the play for which the Director and/or Choreographer have been engaged, unless the Director or Choreographer is hired after the printing of such brochures.
- C. If a covered Director and/or Choreographer who has been dismissed so requests of the Theatre in writing, his/her name shall be removed from all forms of billing as soon as possible. A Director and/or Choreographer who may leave a production through mutually negotiated means with the producer may request that his/her name be removed from all playbills, programs and/or advertising, and the Theatre shall comply with such request as soon as is reasonably practical.

XXI. BIOGRAPHICAL NOTES

The Theatre shall include biographical notes on the covered Director and/or Choreographer in its program. The Director and/or Choreographer shall submit to the Theatre all biographical material and photographs for programs at the time of the execution of the contract. The final biographical notes shall be submitted to the Director and/or

Choreographer for approval. Such approval shall be given within two (2) rehearsal days of its receipt by the Director and/or Choreographer.

XXII. NOTICE OF SDC MEMBERSHIP

The following notice with SDC logo shall appear in all programs for productions on which a covered Director and/or Choreographer is employed: "The Director and/or Choreographer is a member of the Stage Directors and Choreographers Society, a national theatrical labor union." SDC shall provide camera-ready copy.

XXIII. LIAISON COMMITTEE

In the interest of maintaining a positive environment for the theatrical collaborative process, SDC and ANTC shall from time to time convene a Liaison Committee, composed of an equal number of representatives appointed from SDC and ANTC respectively, to review practical applications of this Agreement, to entertain concession requests, or to address any problems which may arise under this Agreement. A request by either SDC or ANTC from one to the other for a meeting of the Liaison Committee will be honored within ten (10) days.

XXIV. ARBITRATION AND GRIEVANCE PROCEDURE

- A. If any grievance or dispute concerning the interpretation or application of this Agreement or an individual contract, oral or written, arises between SDC and a Theatre or ANTC, the parties agree that a prompt attempt will be made to settle the matter amicably.
- B. If the grievance or dispute is not resolved pursuant to Paragraph "A" above, it may be submitted by either party to a Grievance Committee, consisting of up to three (3) representatives of SDC and three (3) representatives of ANTC. In rendering decisions, the group of SDC representatives and the group of ANTC representatives each cast, in

the aggregate, one (1) vote. A decision of the Committee on a grievance or dispute shall be final and binding on the parties only if there are two (2) concurring votes.

- C. Unresolved grievances or disputes concerning the interpretation or application of the provisions of this Agreement or an individual contract, oral or written, shall be determined in the following manner:
1. After notice, in writing, to the other party, either party hereto may file a request for arbitration. The parties shall have one week after notice is received to select an arbitrator. If they are unable to agree within one week, either party may commence arbitration proceedings utilizing the procedures then in effect of the American Arbitration Association.
 2. Arbitration pursuant to this Article XXIV shall be held in the City of New York.
 3. Where grievances or disputes are subject to arbitration under this Article, they shall be settled by arbitration in accordance with the laws of the State of New York. Arbitration shall be the sole and exclusive remedy for grievances or disputes which arise under this Agreement or under any contract, oral or written. The arbitrator shall have the authority to award interest as he/she shall deem just and proper.
 4. Each party shall pay its own expenses of arbitration, but the arbitrator's fees and expenses, if any, shall be paid equally by the parties.

XXV. MANAGEMENT'S RIGHTS

The parties agree that they have fully negotiated all the issues between them and that, except as provided herein, the Theatre retains all of its prerogatives to manage, control and direct its Theatre and all of its productions without any interference by SDC, and SDC agrees and undertakes, during the term of this Agreement, to refrain from in any way seeking to add any further provisions hereto or make any demands for any terms or conditions relating

to Directors and/or Choreographers who may be employed by ANTC Theatres, other than as herein set forth.

XXVI. PRODUCER'S REPORTING REQUIREMENTS

- A. In the event any royalty is due the Director and/or Choreographer, the Theatre shall file with SDC, no later than ten (10) days after the close of each performance week, all applicable box office reports, all royalty payment reports, and reports of any other payments which may be due the Director and/or Choreographer.
- B. The Theatre shall submit a box office statement to SDC, accounting for daily and weekly receipts no later than two weeks after the close of each production regardless of whether royalties are due.
- C. Upon reasonable notice to the Theatre, SDC shall have the right to audit the Theatre's financial books and records once yearly at the Society's expense.
- D. The Theatre shall provide SDC with Annual Operating Expense and Annual Box Office figures not later than 60 days after the end of their fiscal year and an annual audited statement no later than 2 weeks after the audit is received by the Theatre, as well as such other financial information relevant to determination of the appropriate Category of the Theatre.

In the event that financial information is not timely received, the Theatre shall be classified in good faith at the discretion of SDC. In the event that there is a discrepancy between the financial information provided and the audited statement subsequently received and such discrepancy causes the Theatre's Category classification to rise, the Theatre shall be reclassified accordingly and retroactive fees, pension and health payments, if any, shall be immediately due. In the event that the Theatre is reclassified to a lower Category, no compensation shall be repayable to the Theatre.

XXVII. SECURITY DEPOSIT

If any Theatre defaults in payments to or on behalf of Director or Choreographer, SDC shall give prompt notice thereof to the Theatre. If the default is not cured within ten (10) days of notification, the Theatre will be required to post a security deposit (equal to the minimum Director's fee for the delinquent Theatre's Category) for subsequent covered productions. If the default is cured and no further default occurs for twelve (12) months, the Theatre may apply to SDC to lift the security deposit requirement, which application shall not be unreasonably denied. The deposit shall be returned to the Theatre within ten (10) days of the acceptance of the application.

XXVIII. NO STRIKE - NO LOCKOUT

The parties agree that during the term of this Agreement, the Theatre shall not lock out any Director or Choreographer, and no Director or Choreographer shall engage in any strike, work stoppage, slowdown or concerted or organized curtailment of work for any reason whatever or in any other way interfere with the operation of the business of the Theatre. SDC shall not encourage, permit, induce or cause any Director or Choreographer employed by any member of ANTC to engage in any of the foregoing proscribed activities, nor shall SDC participate directly or indirectly in any such proscribed activities.

XXIX. ANTC MEMBERS

The Theatres listed in the attached Schedule "C" are members of ANTC and acknowledge their consent to be bound by this Agreement. New members of ANTC shall also be bound by this Agreement. ANTC shall notify SDC immediately of any new members of ANTC.

XXX. SEPARABILITY

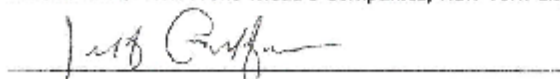
It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency. The parties agree that if any provisions of this Agreement are held or constituted to be void or as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall continue in full force and effect unless the parts so found to be void are not wholly separable from the remaining portions of this Agreement.

XXXI. TERM OF AGREEMENT

The term of this Agreement shall be four (4) years, effective the 1st day of July 2015, and terminating the 30th day of June 2019.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective the date and year first above written.

Association of Non-Profit Theatre Companies, New York City



Jeff Griffin, President

Stage Directors and Choreographers Society, Inc.



John Rando, Executive Vice President

SCHEDULE A: CATEGORIES

- A. A Theatre's Category shall be established based on the average Gross Weekly Box Office Receipts of all productions presented as part of the season of the Theatre for members and/or subscribers in the previous three (3) year period, and shall be adjusted according to the following terms:
1. Gross Weekly Box Office Receipts from Co-Productions will not be included in Theatre's annual Average Weekly Box Office Gross calculations.
 2. In the case of any productions with any performance weeks of eight or more performances, the lowest daily performance gross in such performance week may be subtracted from the calculation of the Average Weekly Box Office Gross.
- B. A Theatre's Category shall be reviewed annually in the month of June.
- C. Any Theatre whose operating expenses average \$3,750,000 over any 3 year period shall be covered by the SDC Off-Broadway Agreement in lieu of this Agreement.

Average Weekly Box Office Gross Ranges for Categorization

Category	2015-2019	
	From	To
1	\$0	\$8,030
2	\$8,031	\$12,620
3	\$12,621	\$20,651
4	\$20,652	\$26,389
5	\$26,390	\$32,125
6	\$32,126	+

No theatre may decrease more than one category from its first designated category during the term of this Agreement. Category designation may not be lower than the Category of the Theatre determined by AEA in its agreement with ANTC.

SCHEDULE B: CURRENT ANTC MEMBERS

Categories 2015-2016

Category 1

Masterworks Theater Company

Category 2

Labyrinth Theater Company

Women's Project and Productions

Category 3

Irish Repertory Theatre

Vineyard Theatre Company

York Theatre Company

Category 4

Category 5

Category 6

Classic Stage Company

MCC Theater

The New Group

Primary Stages

SCHEDULE C: FORM CONTRACT



321 W 44th Street, Suite 804
 New York, NY 10036
 TEL: 212.391.1070 FAX: 212.302.6195
 www.SDCweb.org

This contract must be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Director/Choreographer/ Director-Choreographer each must file one copy of this contract and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer/Director-Choreographer.

The following constitutes our agreement:

1. This contract is subject to all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the Association of Non-Profit Theatre Companies (ANTC), effective July 1, 2015, or its successor Agreements, and binds the Theatre to its terms for the duration of said Agreement.
 2. Activity: Primary/Main Stage Secondary/Second Stage Developmental Work
 3. The Theatre, _____, ANTC stage category _____, hereby engages the services of (artist) _____ as _____ and he/she accepts such engagement with respect to the Play _____. His/her services shall be rendered during rehearsals of the Play from _____ through _____, with the first paid public performance scheduled for _____. The initial run of the Play shall conclude on _____.
 4. In consideration of full and timely performance by artist hereunder, the Theatre agrees to compensate artist as follows:
 Compensation of \$ _____
 Compensation Schedule: \$ _____ upon signing this contract
 \$ _____ upon first day of rehearsal
 \$ _____ upon first paid public performance
- Royalty: For Primary/Main Stage and Secondary/Second Stage activity, commencing with the seventh (7th) week of performances, the Theatre agrees to pay artist weekly, a royalty of _____% of gross, but not less than \$ _____ per week.
5. Effective immediately, the undersigned assigns to the SDC two and one-half percent (2 ½ %) of all monies earned and to be earned as Director and/or Choreographer of the above named production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the run of the above-named production.
 6. PENSION AND WELFARE: The Theatre shall make pension and welfare contributions to the SDC-League Pension Fund and SDC-League Health Fund as specified in the SDC-ANTC Agreement.
 7. GRIEVANCE OR DISPUTE: Any grievance or dispute arising out of this contract shall be settled pursuant to the procedures contained in the SDC-ANTC Agreement.
 8. RIDERS: (Attach additional riders to each copy of this contract.)

Accepted:
 DIRECTOR/CHOREOGRAPHER

 (Signature)

 Please type name
 Date _____
 Email _____
 Address _____

 Phone _____
 Social Security No. _____

Theatre must sign contract first.
 THEATRE _____
 By _____
 (Signature)

 Please type name
 Date _____
 Email _____
 Address _____

 Phone _____
 Employer Registration No. _____

Member of SDC in Good Standing: yes _____ no _____

SCHEDULE D: FORM FOR SUBMISSION OF PENSION AND HEALTH PAYMENTS ON UNCOVERED SECONDARY/SECOND STAGE ACTIVITY



321 W 44th Street Suite 804
New York, NY 10036
TEL: 212.391.1070 FAX: 212.302.6195
www.SDCweb.org

ANTC

Submission of Pension and Health Payments on uncovered Secondary/Second Stage activity

This form must be completed and submitted with appropriate pension and health payments for all uncovered activity.

Theatre: _____ ANTC Category: _____

Production: _____

Director/Choreographer: _____

1st rehearsal: _____

1st Paid Public Performance: _____

Closing: _____

Pension Amount: _____

Health Amount: _____

Director/Choreographer Address: _____

Director/Choreographer Phone: _____

Director/Choreographer Email: _____

THEATRE _____

(Signature)

Please type name

Date

Address

Phone _____ Zip _____

Revised 6/10/2015