



## **DEVELOPMENT CONTRACT**

### PLEASE NOTE:

Developmental work under this Agreement shall be defined as work done with (an) Actor(s) that:

- 1) has no box office income
- 2) is not open to the press
- 3) rehearsal period does not exceed three consecutive calendar weeks

For any work resulting in box office income, that is open to the press, and/or exceeding three consecutive calendar weeks of rehearsal, please contact SDC to determine the appropriate contract.

# DEVELOPMENT CONTRACT

Developmental work under this Agreement shall be defined as work done with (an) Actor(s) that 1) has no box office income, 2) is not open to the press, and 3) rehearsal period does not exceed three consecutive calendar weeks. For any work resulting in box office income that is open to the press and/or exceeding three consecutive calendar weeks of rehearsal, please contact SDC to determine the appropriate contract.

**Both the Employer and the Artist are responsible for sending a copy of this contract to SDC for approval prior to the first day of rehearsal.**

- This agreement is entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the "Employer") and \_\_\_\_\_ (the "Artist") engaged as \_\_\_\_\_ with respect to the \_\_\_\_\_ of \_\_\_\_\_ (the "Project"). The Artist shall work with (an) Actor(s) on the following dates \_\_\_\_\_ for a total of \_\_\_\_\_ consecutive or non-consecutive days.
- FEE :** The Employer will compensate the Artist in the amount of \$ \_\_\_\_\_ upon signing this Agreement.
- PENSION AND HEALTH :** For each day indicated above, the Employer shall make contributions of \$25/day to the *SDC-League Pension Fund* and \$25/day to the *SDC-League Health Fund*. **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:** \_\_\_\_\_ days x \$25 = \$ \_\_\_\_\_ check payable to *SDC-League Pension Fund*  
**Health:** \_\_\_\_\_ days x \$25 = \$ \_\_\_\_\_ check payable to *SDC-League Health Fund*
- ELECTRONIC RIGHTS :** The Employer shall not film, televise or otherwise reproduce any part of its production of the Project, or authorize or permit others to do so, without a separate written agreement with the Artist and SDC.
- BILLING :** If billing is afforded to any other artist on the project, the Director and/or Choreographer shall receive billing.
- PROPERTY RIGHTS :** All rights in and to any stage direction/choreography which constitutes intellectual property created 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 the 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 compensation due in the applicable SDC Agreement. Any additional use or license of the property by the Employer shall be subject to further agreement between the Employer and the Artist. The Artist reserves the right to copyright his/her stage direction/choreography.
- 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 and pursuant to the Labor Arbitration Rules of the American Arbitration Association.
- TERMINATION :** No Director and/or Choreographer may be dismissed without the full payment of all compensation due him/her under this Agreement, except in the case of his/ her material breach of this contract.
- RIDERS :** Nothing in this Agreement shall prevent the Artist from negotiating with or obtaining from the Employer any better terms and conditions than are provided for herein. Any other compensation due the Artist or any additional terms shall be set forth in a Rider to this Agreement and attached to each copy.

Employer must sign contract first.

**EMPLOYER**

By (Signature) \_\_\_\_\_  
 (Please print name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Employer Registration No. (EIN) \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Accepted.

**ARTIST**

(Signature) \_\_\_\_\_  
 (Please print name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Social Security 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 SDC if any of its terms or conditions are below any standard of any multi-employer collective bargaining agreement applicable to this type of developmental work.

**SDC APPROVAL :** \_\_\_\_\_ Date \_\_\_\_\_