

SDC Regional Commercial Agreement

AGREEMENT AND RULES GOVERNING EMPLOYMENT FOR COMMERCIAL PRODUCTIONS OUTSIDE OF NEW YORK CITY IN THEATRES OF 100-499 SEATS. Effective January 1, 2016 through December 31, 2016

I. RECOGNITION

The Producer agrees to recognize Stage Directors and Choreographers Society, Inc. ("SDC") as the exclusive representative of all directors and choreographers employed by the Producer for the purposes of collective bargaining and the administration of matters within the scope of this Agreement.

II. USE OF AGREEMENT

- (A) This Agreement shall apply at the sole discretion of SDC, for commercial productions in theatres of 100-499 seats outside New York City.
- (B) This Agreement does not apply to touring productions.
- (C) This Agreement applies to a single production ("The Play"), as set forth on the attached Form Contract.

III. GENERAL PROVISIONS

- (A) No Producer may make any representation regarding the engagement of a Director and/or Choreographer unless negotiations for an agreement for his/her services have been completed.
- (B) The Form Contract, attached hereto as Schedule B, must be used by the Producers for the employment of any Director and/or Choreographer under this Agreement. The Producer must file a copy of the fully executed contract for every Director and/or Choreographer with SDC prior to the first rehearsal.
 - (1) No Director and/or Choreographer will be permitted to commence rehearsals until the signed Individual Employment Agreement ("Form Contract") is filed with SDC. Producer 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 Form Contract between each Producer and each Director and/or Choreographer. The Producer, SDC, and the individual Director and/or Choreographer shall each be bound thereby.
- (D) Nothing contained in this Agreement shall be construed to prevent any Director and/or Choreographer from negotiating with and obtaining from any Producer any better terms and conditions than are provided for in this Agreement without limitation.
- (E) The Producer agrees that reduction by any Director and/or Choreographer of any of the terms of this Agreement shall not be effective unless the written consent of SDC is first obtained.

- (F) The Producer shall deduct dues and assessments and remit same to SDC, provided the Director and/or Choreographer has executed a lawful dues deduction authorization.
- (G) No Director and/or Choreographer may be dismissed, unless guilty of breach of contract, without the full payment of all compensation due under the contract as same accrues.
- (H) The Producer shall notify SDC in writing of the name and number of seats of the theatre in which the production shall be presented no later than the execution of the Form Contract by the Director and/or Choreographer or seven (7) days after the Producer has executed a theatre lease or license agreement. In the event of any change of theatre, the Producer shall promptly notify SDC of such change, including the number of seats.

IV. MINIMUM FEES

See Schedule A

V. ROYALTIES

Commencing with the seventh week of performances, the Director shall receive a minimum guaranteed royalty payment of two (2%) percent on all Gross Weekly Box Office Receipts; the Choreographer shall receive a minimum guaranteed royalty payment of one and one half (1 1/2 %) percent on all Gross Weekly Box Office Receipts; and the Director-Choreographer shall receive three (3%) percent on all Gross Weekly Box Office Receipts. However, in any case, a Director or Choreographer shall be paid no less than \$300 per week and a Director/Choreographer shall be paid no less than \$525 per week. Performance weeks will be considered Monday – Sunday. The payments are to be made no later than seven (7) days after the end of each performance week, and must be accompanied by a box office statement.

VI. SHORT-TERM OR SPECIALTY CHOREOGRAPHY-NON-MUSICALS

In the case of Non-Musicals the Producer may employ one or more Choreographers and compensate each Choreographer as follows, according to the number of days or parts of any days (which need not be consecutive) in which the Choreographer shall be required to render any choreographic services ("Choreographic Work Days"). The schedule for the Choreographer's employment shall be mutually agreed upon between the Choreographer and the Producer, with written notice to SDC of such schedule.

<u>Choreographic Work Days</u>	<u>Fee per Schedule A</u>	<u>Weekly Royalties at Article V</u>	<u>Pension and Health Payments at Article VII.</u>
1-10	50%	50%	50%
over 10	100%	100%	100%

VII. TRANSPORTATION/PER DIEM

- (A) Coach-class transportation for each trip required between the Director and/or Choreographer’s residence and the Theatre shall be provided by the Theatre/Producer.
- (B) Ground transportation to and from the airport or train station shall be provided by the Theatre/Producer and reimbursed no later than seven (7) days after receipts have been submitted by the Director and/or Choreographer.
- (C) When the Director and/or Choreographer is required by the Producer to be seventy-five (75) miles from his or her residence, the Producer shall make per diem payments of either \$280 or \$70 and suitable (i.e., clean and safe) housing accommodations with a kitchen. The per diem (amounts effective through 12/31/16) shall be due in advance.

VIII. PENSION AND HEALTH

- (A) The parties agree to recognize a Pension Trust Fund and a Health Trust Fund for the purpose of providing pension and health benefits to the Directors and Choreographers employed by the Producer and other Producers.
- (B) Producer shall make contributions into the SDC-League Pension and Health Funds on behalf of the Director, Choreographer, or Director-Choreographer employed as follows:

Pension

Health

Effective 1/1/16	<i>Initial</i>	<i>*Weekly</i>
Dir or Chor	\$750	\$130
Dir/Chor	\$1500	\$260

Effective 1/1/16	<i>Initial</i>	<i>*Weekly</i>
Dir , Chor, D/C	\$750	\$195

- (C) 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

Initial Contributions shall be due no later than fourteen (14) days after the last payment of the fee payable to the Director and/or Choreographer.

*Weekly Contributions for each week or part thereof of performance shall be due no later than fourteen (14) days after the end of each performance week. Performance weeks shall be considered to run Monday through Sunday.

IX. ELECTRONIC RIGHTS

In the event that the production of a play is, in whole or in part, electronically reproduced or transmitted substantially as presented in the stage production for other than archival purposes, the Producer shall pay, or cause to be paid, to the Director and/or Choreographer of the stage production a payment of no less than the original contractual fee. If an electronic reproduction is used for resale purposes, additional royalty of at least the contractual fee must be negotiated before such reproduction is permitted. It is understood, the Producer has the right to show a segment of no more than fifteen (15) minutes duration of this production when it is presented for the purpose of exploiting and advertising the current production during the period of its presentation. The Producer shall provide advance written notice to the Director and/or Choreographer and SDC prior to any filming or taping.

X. PARTICIPATION IN SUBSIDIARY INCOME OF PRODUCER

- (A) The Director will share in a sum equal to one and one-half (1-1/2%) percent, the Choreographer will share in a sum equal to one and one-eighth (1-1/8%) percent and the Director-Choreographer shall share in a sum equal to two and three-eighths (2 3/8%) percent, of all subsidiary rights income payments received by the Producer in connection with its production of the Play. It is understood that this shall include, without limitation, all amateur and stock rights; any payment received by the Producer for lease or license of any portion of said production in which said Producer is not a co-Producer of said transaction; television performances except where such payment would be a duplication of payments made pursuant to Article IX, Electronic Rights, above; motion picture rights; literary rights; any reproduction by electronic means except where such payments would be a duplication of payments made pursuant to Article IX, Electronic Rights, above; or any other means, of any portion of this production.
- (B) Subsidiary rights payments from the Producer shall be calculated and paid to the Director and/or Choreographer when the cumulative amount due equals or exceeds One Hundred (\$100) dollars, but in any event at least annually, based upon the Production's annual accounting closing date.

XI. PROPERTY RIGHTS

- (A) All rights in and to the direction conceived by the Director, and all rights in and to the choreography conceived by the 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 Director and/or Choreographer; it being understood, however, that Producer shall have a perpetual and irrevocable license to use such direction and/or choreography in any production of the Play by the Producer from which Director and/or Choreographer receives a royalty under an applicable SDC agreement.
- (B) The Director and/or the Choreographer reserve the right to copyright any such direction and/or choreography. Any additional use or license of same by the Producer herein shall be subject to further agreement between the parties. Producer shall not authorize the publication in any form of Director's stage directions or the Choreographer's choreographic annotations without the prior written consent of the Director and/or Choreographer.

XII. RIGHT OF FIRST REFUSAL

The Director and/or Choreographer shall have the option to direct and/or choreograph all productions of The Play produced, co-produced, leased or licensed by the original Producer or Producing Company. In each such instance, the Producer shall be required to offer the Director and/or Choreographer first refusal for employment as Director and/or Choreographer.

XIII. TRANSFERS

- (A) If a Producer moves a production from one theatre to another with no interruption of performances in excess of four (4) weeks, the Director and/or Choreographer shall be paid as follows:
- (1) If the Director and/or Choreographer's services are not required for rehearsals, tech or previews, no additional fee shall be due.
 - (2) If the Director and/or Choreographer's services are required for one week or less of rehearsals, tech or previews, the fee shall be twenty-five percent (25%) of the original fee or the fee applicable to the transferee theatre, whichever is greater.
 - (3) If the Director and/or Choreographer's services are required for more than one week but not more than two weeks of rehearsals, tech or previews, the fee shall be fifty percent (50%) of the original fee or the fee applicable to the transferee theatre, whichever is greater.
 - (4) If the Director and/or Choreographer's services are required for more than two weeks, but not more than three weeks of rehearsals, tech or previews, the fee shall be seventy-five (75%) of the original fee or the fee applicable to the transferee theatre, whichever is greater.
 - (5) If the Director and/or Choreographer's services are required for more than three weeks of rehearsals, tech or previews, the full fee shall be due.

- (B) If a Producer moves a production from one theatre to another with an interruption of performances in excess of four (4) weeks, the Director and/or Choreographer shall be paid as follows:
- (1) If the Director and/or Choreographer's services are required for one week or less of rehearsals, tech or previews, the fee shall be fifty percent (50%) of the original fee or the fee applicable to the transferee theatre, whichever is greater.
 - (2) If the Director and/or Choreographer's services are required for more than one week but not more than two weeks of rehearsals, tech or previews, the fee shall be seventy-five percent (75%) of the original fee or the fee applicable to the transferee theatre, whichever is greater.
 - (3) If the Director and/or Choreographer's services are required for more than two weeks of rehearsals, tech or previews, the fee shall be one hundred percent (100%) of the original fee or the fee applicable to the transferee theatre, whichever is greater.

XIV. PRODUCERS REPORTING REQUIREMENTS

- (A) The Producer shall submit to the Director and/or Choreographer, and to SDC, a weekly report stating how much the Director and/or Choreographer was paid and how that amount was determined. Copies of the weekly box office statements shall be included with such report and submitted no later than seven (7) days after the end of each performance week.
- (B) The Producer shall submit to the Director and/or Choreographer, and to SDC, reports to substantiate the amount of all payments received by the Producer from an electronic sale. Such reports shall be submitted within seven (7) days of the Producer's receipt of each such payment, and shall include the calculation of amounts therefore due the Director and/or Choreographer under Article IX above.
- (C) The Producer shall submit to the Director and/or Choreographer, and to SDC, reports to substantiate all earnings resulting from the Producer's subsidiary rights participation. Such reports shall be submitted within seven (7) days of the Producer's receipt of such earnings and shall include the calculation of amounts therefore due the Director and/or Choreographer under Article X above.
- (D) For purposes of calculating royalties, Gross Weekly Box Office Receipts shall be the gross box office receipts as evidenced by box office statements prepared and signed by the theatre and the Producer or his/her representative after the following deductions:
- (1) Any Federal or other admission taxes.
 - (2) Commissions paid in connection with theatre parties, group sales, benefits, automated ticket distribution or remote box offices, e.g. Telecharge, TicketMaster (but not ticket brokers) and credit cards.
 - (3) Subscription fees.
 - (4) Receipts from Actors' Fund benefit performances.
 - (5) Other deductions and payments similar to those aforesaid.

XV. ARBITRATION OF DISPUTES

Any dispute hereunder shall be resolved by arbitration between the Producer and SDC on behalf of the Director and/or Choreographer in the City of New York before an Arbitrator designated in the effective SDC-Off-Broadway Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

XVI. BOND

Producer shall post a bond in an amount equal to \$6,000 for each Director and Choreographer hired. (For a Director-Choreographer the bond shall be \$8,500.) Such bond must be submitted to SDC not later than two weeks prior to the first rehearsal. (Bond amounts effective through 12/31/16.)

XVII. BILLING

- (A) The Director and/or Choreographer 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 Producer shall also include the Director and/or Choreographer's biographical notes in the program.
- (B) The Producer 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."

XVIII. HOUSE SEATS

Each Director and/or Choreographer shall have two (2) center orchestra seats in rows 4-10 set aside for him/her during each performance available for purchase except where there are theatre parties. He/she shall give the Producer forty-eight (48) hours notice of his/her desire to use these seats. Each Director and/or Choreographer will keep appropriate records regarding the disposition of house seats as required by governmental agencies.

XIX. SEPARABILITY

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency. The parties hereto 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 the Agreement shall remain in full force and effect.

XX. TERM

This Agreement, effective January 1, 2016 shall be in effect through December 31, 2016.

Schedule A: Rates

Effective January 1, 2016

<u>House size</u>		<u>Director</u>	<u>Choreographer</u>	<u>Director- Choreographer</u>
100-199 seats	Fee	\$ 10,406	\$ 8,325	\$18,731
200-299 seats	Fee	\$12,539	\$ 10,031	\$22,570
300-399 seats	Fee	\$14,797	\$11,838	\$26,635
400-499 seats	Fee	\$18,307	\$14,646	\$32,953

Schedule B: Form Contract



1501 BROADWAY, SUITE 1701
 NEW YORK, NY 10036-5653
 TEL: 212.391.1070 FAX: 212.302.6195
 WWW.SDCWEB.ORG

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. The following constitutes our Agreement:

- This Agreement is entered into on the _____ day of _____, 20____. Pursuant to all the terms and conditions set forth in the Regional Commercial Agreement, _____ (Employer) agrees to engage the services of _____ (Artist) as _____ (choose one) 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 first public performance shall be on _____. The Play shall be performed through _____. The Employer recognizes _____ as the representative of the Artist.
- This Agreement is subject to and incorporates all terms and conditions of the Stage Directors and Choreographers Society, Inc. (SDC) Regional Commercial Agreement effective January 1, 2015 (Agreement), or its successor Agreement, and binds the undersigned to its terms for the duration of said Agreement or its successor Agreements. Nothing contained in this Agreement shall be construed to prevent any Director and/or Choreographer from negotiating with and obtaining from any Producer/Production Company any and all conditions that are any better than those provided for therein without limitation.
- Employer agrees to compensate Artist as follows:
 COMPENSATION : (based on house size)
 100-199 seats _____
 200-299 seats *see Regional Commercial Agreement Article IV for current minimum fees*
 300-399 seats _____
 400-499 seats _____
 Tax name: _____
 Social Security No. _____
 Federal Employer Identification No. _____
 Payment schedule: 1/3 upon signing the contract; 1/3 upon first day of rehearsal, 1/3 upon first day of the last week of rehearsal
- ROYALTY: Producer/Production Company agrees to pay Director/Choreographer, Director/Choreographer weekly, a sum equal to _____ % of all gross weekly box office receipts provided in the Regional Commercial Agreement.
 The Producer/Production Company is authorized to send compensation to _____
- The undersigned authorizes the Producer to deduct _____ and one-half percent (1 1/2%) of all compensation due under this Agreement, with a maximum assessment on royalties of \$25,000 per company of the Play/Production per calendar year, or such other dues or assessments as SDC shall lawfully establish, and to remit all such deductions to SDC no later than seven days after such deduction is made. This authorization shall be irrevocable for a period of one year or until the termination date of this Agreement, whichever is sooner, and shall renew itself from year to year unless the undersigned gives written notice addressed to SDC, 1501 Broadway, New York, New York 10036, at least fifteen (15) days prior to the termination date of the revocation of this authorization.
- 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 in Article VIII of the Regional Commercial Agreement. **Separate checks must be made out to each fund.**
- The Employer shall provide, _____ the first rehearsal, a written representation to the Artist, with a copy to SDC, that it has obtained the performance rights to recreate the original direction, staging and/or choreography which will be used for a production.
- ARBITRATION: Any dispute arising out of this Agreement shall be settled pursuant to the procedures contained in Article XV of the Regional Commercial Agreement.
- RIDERS: Any additional _____ shall be set forth in a Rider to the Agreement and attached to each copy.

Accepted:	Employer <u>must</u> sign contract first.
ARTIST	EMPLOYER
(Signature) _____	By (Signature) _____
(Please print name) _____	(Please print name) _____
Date _____	Date _____
Address _____	Address _____
_____ Zip _____	_____ Zip _____
Phone _____	Phone _____
Social Security No. _____	Federal Employer Identification No. _____
Email Address _____	Email Address _____

SDC APPROVAL: THIS AGREEMENT IS NOT VAID UNLESS SIGNED BELOW

Revised 7/18/14 This Agreement approved by _____ Date _____

REGIONAL COMMERCIAL