

*The Broadway League  
and  
Stage Directors and  
Choreographers Society, Inc.*

**COLLECTIVE BARGAINING AGREEMENT**

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September 1, 2011–August 31, 2015



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THIS AGREEMENT is made as of the 1st day of September 2011, by and between The Broadway League (hereinafter called the "League"), having its principal office at 729 7<sup>th</sup> Avenue, New York City, for and on behalf of itself and its present and future Producer members (hereinafter called the "Producers"), and the Stage Directors and Choreographers Society, Inc. (hereinafter called the "SDC"), having its principal office at 1501 Broadway, New York City, for itself and on behalf of Directors and Choreographers employed by members of the League on productions covered by this Agreement.

In consideration of the mutual covenants and conditions herein contained, the parties hereto do hereby agree as follows:

## **I. RECOGNITION AND COVERAGE**

- (A) The Producers recognize the SDC as the representative of Directors and Choreographers employed in connection with any first-class theatrical production of the Producers performed in the United States.
- (B) A Producer is a person whose name is on the program as the presenter or co-presenter of the play or as a general partner of the producing partnership or as an officer of the producing corporation or as principal of a limited liability company.
- (C) A first-class theatrical production is a play (dramatic play, revue, musical or a combination thereof) presented on the speaking stage under a Producer's management in a first-class theatre, in a first-class manner with a first-class cast. A first-class theatrical production shall not include productions of the following type or nature:
  - (1) Vaudeville-type shows;

- (2) Concert-type shows of which JACKIE MASON'S MUCH ADO ABOUT NOTHING, DAME EDNA: THE ROYAL TOUR and MINNELLI on MINNELLI, are illustrative;
- (3) Readings of which Dorothy Stickney in THE LOVELY LIGHT, John Gielgud in AGES OF MAN and DON JUAN IN HELL are illustrative;
- (4) Night clubs and theatre restaurants, but Las Vegas shows will be considered "first-class" where so classified by Actors' Equity as part of a road tour;
- (5) Ballets;
- (6) Symphonic and musical importations; and
- (7) In addition to the foregoing any production not under jurisdiction of Actors' Equity Association shall not be considered to be a first-class theatrical production.

(D) If a person is hired and/or billed as a Director or Choreographer for a vaudeville type show, a concert type show or a reading as set forth above in Sections (C)(1), (2) and (3), such person shall be required to become a member of the SDC as provided in Article II Section (A) below, and this Agreement shall apply. In the event such person is employed for fourteen or fewer days of rehearsals and/or previews, or any part(s) of such days, such person shall be compensated as follows:

|                          |  |
|--------------------------|--|
| Fee, Advance, Royalties  | 50% of the amounts due under Article IV or V, whichever is applicable. |
| Pension                  | In accordance with Article IX Section (B)                              |
| Health Fund Contribution | \$685 plus \$25 per week for each week that such production runs,      |

commencing six months  
after its first paid public  
performance.

- (E) In return for recognition of the SDC granted by the Producers (i.e., present and future Producer members of the League) in connection with first-class theatrical productions of the Producers performed in the United States, the SDC agrees that it will not attempt to seek recognition from and/or to bargain with the Producers, either individually or collectively, with respect to productions of the types listed in Sections (C)( 1) through (7) above, except as set forth in the exception contained in Section (D). A theatrical production presented on the speaking stage in other than a first-class theatre shall not be covered by this contract.
- (F) It is agreed that this Agreement does not cover a Producer, not previously a member of the SDC, when such a Producer is acting as a Producer-Director or a Producer-Choreographer. No such Producer-Director or Producer-Choreographer will be induced, coerced or otherwise required to become a member of the SDC. Any Producer-Director or Producer-Choreographer previously a member of the SDC shall not qualify hereunder and shall remain a member of the SDC pursuant to Article II of this Agreement.
- (G) In addition to the posting of bond required by Article XXII of this Agreement, a Producer who is a member of the League shall be required to deposit with the SDC \$25,000 for each Director and \$18,750 for each Choreographer employed on a first-class production whenever the SDC shall determine that such a deposit should be made. Said determination shall be made at the discretion of the SDC, but shall be based on the Producer's prior payment record or the Producer's credit standing. Any Producer covered by this Agreement who is not a member of the League shall be required to deposit with the SDC a sum equal to the minimum fee and advance of a Director and/or Choreographer, whichever is applicable, before the commencement of rehearsals. The security

so deposited by a Producer may be used, in the discretion of the SDC, ten (10) days after the Producer shall have received written notice of default from the SDC, to pay fees, royalty payments, per diem, and/or health and pension payments. Whenever a Producer shall be required to make the foregoing deposits and does not do so, it will not be a violation of the Agreement for the SDC to direct its members to refrain from working for the said Producer, or for the affected Director and/or Choreographer to refrain from working for said Producer. In the event that a bond is required, the bond shall be posted no later than two (2) weeks prior to the first rehearsal.

## **II. MEMBERSHIP, FEES AND UNION SECURITY**

- (A) The Producers agree that, as a condition of employment, any Director or Choreographer hired after the execution date of the Agreement will be required to join the SDC after the 30th day following his/her employment or the effective date of this Agreement, whichever is later. This 30-day grace period applies to the initial engagement of a Director or Choreographer contracted after the execution date or effective date of this Agreement, whichever is later. Thereafter, with respect to succeeding engagements, Directors and Choreographers, as a condition of employment, shall be or become members of the SDC when hired by a Producer; provided, however, that nothing in this Section shall be construed to require the Producer to cease employing or refrain from employing any such person if the Producer has reasonable grounds for believing that:
- (1) Membership in the SDC was not available to him/her on the same terms and conditions generally applicable to other members; or
  - (2) Membership in the SDC was denied or terminated for reasons other than his/her failure to tender the periodic dues and the initiation fee uniformly required by the SDC as a condition of acquiring or retaining membership.



- (B) The SDC agrees to admit to membership on non-discriminatory terms any present or future employee of the Producers. Moreover, the SDC will not invoke any Federal statute or other laws or take any other action to bar alien Directors and/or Choreographers from the United States and will admit alien Directors and/or Choreographers to membership on a non-discriminatory basis.
- (C) The SDC agrees that any initiation fee, or charge similar thereto, shall be reasonable and shall be uniformly required of all applicants and members.
- (D) The Producer shall check off dues and remit same to the SDC, provided the Director and/or Choreographer has duly authorized such check off.
- (E) The SDC will establish such by-laws as will provide for honorable withdrawal and re-entry upon reasonable conditions. In no event will honorable withdrawal be conditioned on the payment by any individual of more than dues arrearages and in no event will honorable re-entry be conditioned on the payment by any individual of a sum in excess of the initiation fee set forth in Section (C) of this Article.

### **III. GENERAL PROVISIONS**

- (A) The SDC shall be notified within forty-eight (48) hours of the engagement of a Director and/or Choreographer. No Producer may make any representation regarding the engagement of a Director and/or Choreographer unless negotiations for an agreement for his/her services has been completed.
- (B) The applicable provisions of this Agreement shall be deemed incorporated in the individual contract of employment between each Producer and each Director and/or Choreographer. The Producer, SDC, and the individual Director and/or Choreographer shall each be bound thereby.
- (C) Nothing contained in this Agreement shall be construed to prevent any Director or Choreographer from negotiating with and obtaining from any Producer any

better terms and conditions than are provided for in this Agreement without limitation.

- (D) The SDC will not enter into any first-class agreement with any person, firm or corporation, which provides more favorable terms to the Producer than those contained in this Agreement.
- (E) It is agreed that the direction of "musical numbers" is a usual part of the duties of a Director and/or Choreographer and that compensation for such direction is included in the minimum fee and royalty provisions of this Agreement.
- (F) No Director and/or Choreographer may be dismissed, except where the Director and/or Choreographer is guilty of breach of contract, without the full payment for all compensation due him/her under the contract as the same accrues. Notwithstanding the foregoing, if a Director and/or Choreographer is dismissed for any reason other than breach of contract and if the Producer hires another Director and/or Choreographer covered under this Agreement to succeed the dismissed Director and/or Choreographer, the Producer may reduce all fees, royalties and other payments due to the dismissed Director and/or Choreographer to the minimum terms provided herein. A dismissed Director and/or Choreographer shall be deemed to have elected not to direct or choreograph any additional companies under Article V Section (G).
- (G) The Producer will execute a standard form contract (See Schedule B) for employment of all Directors and/or Choreographers for all covered productions and file such contract and all riders with the SDC by the first rehearsal.

#### **IV. FEES AND ROYALTIES**

- (A) Fees
  - (1) The applicable minimum fees and royalty advances for Directors and Choreographers shall be no less than those listed in Schedule A, attached hereto. The advance against royalties shall be considered part of the fee

for all purposes under this Agreement and is non-returnable. The applicable fee and advance shall be determined as of the date of contract signing or date of first rehearsal, whichever is later.

- (2) Twenty-five (25%) percent of the contractual fee is to be paid directly to the Director and/or Choreographer on signing of the contract and is nonreturnable. The balance of the fee is payable in three (3) equal payments at the beginning of the first, second, and third weeks of rehearsal or not later than one (1) week before the first performance whichever is sooner. If a production is abandoned, there shall be no liability for fee payments due the Director and/or Choreographer after the date of the abandonment. Those fees accrued to the Director and/or Choreographer prior to the abandonment may be retained by him/her and will be paid to him/her.

(B) Royalties

(1) Musicals

The Producer will pay to the Director and/or Choreographer of a musical either:

(a) Royalties Based on Percentage of Gross Weekly Box Office Receipts.

(i) Director:

A minimum royalty of .75% of Gross Weekly Box Office Receipts.

(ii) Choreographer:

A minimum royalty of .50% of Gross Weekly Box Office Receipts.

(iii) Notwithstanding the foregoing, when Gross Weekly Box Office Receipts are 120% of Weekly Breakeven or less (the "Grey Zone"), the Director will be paid a minimum of 1)

\$985 (effective September 3, 2012, \$997; effective September 2, 2013, \$1,012; effective September 1, 2014, \$1,027), plus 2) 4% of the Net Operating Profit, if any, between 100% and 120% of Weekly Breakeven, with a cap on payments of .75% of Gross Weekly Box Office Receipts; and a Choreographer whose contract is signed on or after April 1, 2012 will be paid a minimum of 1) \$510 (effective September 3, 2012, \$533; effective September 2, 2013, \$555; effective September 1, 2014, \$578), plus 2) 2.5% of the Net Operating Profit, if any, between 100% and 120% of Weekly Breakeven, with a cap on payments of .50% of Gross Weekly Box Office Receipts. All other Choreographers will be paid a minimum of 1) \$492 (effective September 3, 2012, \$499; effective September 2, 2013, \$506; effective September 1, 2014, \$514), plus 2) 2.5% of the Net Operating Profit, if any, between 100% and 120% of Weekly Breakeven, with a cap on payments of .50% of Gross Weekly Box Office Receipts.

**OR**

(b) Royalties Based on Percentage of Net Operating Profit. Whenever a Producer compensates the Director and/or Choreographer under this subsection "(b)," nothing in this Agreement shall preclude any method or form (including, without limitation, royalty pools) for determining the royalties due to a Director and/or Choreographer, provided that the Director and/or Choreographer receives the following minimum payments:

(i) Director:

The greater of 1) 2.5% of weekly Net Operating Profit until 125% of recoupment, and 2.75% of weekly Net Operating Profit thereafter; or 2) a minimum weekly guarantee of

\$1,313 (effective September 3, 2012, \$1,329; effective September 2, 2013, \$1,349; effective September 1, 2014, \$1,370).

(ii) Choreographer:

A Choreographer who signs a contract on or after April 1, 2012 will receive the greater of 1) 1% of weekly Net Operating Profit until 125% recoupment, and 1.1% of weekly Net Operating Profit thereafter; or 2) a minimum weekly guarantee of \$680 (effective September 3, 2012, \$710; effective September 2, 2013, \$740; effective September 1, 2014, \$770).

All other Choreographers will receive the greater of 1) 1% of weekly Net Operating Profit until 125% recoupment, and 1.1% of weekly Net Operating Profit thereafter; or 2) a minimum weekly guarantee of \$657 (effective September 3, 2012, \$665; effective September 2, 2013, \$675; effective September 1, 2014, \$685). (iii) Notwithstanding the above, royalties based on Net Operating Profit shall be capped each week until recoupment. For a Director, the cap shall be \$4,691 (effective September 3, 2012, \$4,750; effective September 2, 2013, \$4,821; effective September 1, 2014, \$4,894). For a Choreographer who signs a contract on or after April 1, 2012, the cap shall be \$2,432 (effective September 3, 2012, \$2,540; effective September 2, 2013, \$2,647; effective September 1, 2014, \$2,754). For all other choreographers, the cap shall be \$2,348 (effective September 3, 2012, \$2,378; effective September 2, 2013, \$2,413; effective September 1, 2014, \$2,449).

(2) Dramatic Productions

The Producer will pay to the Director of a dramatic production either:

- (a) Royalties Based on Percentage of Gross Weekly Box Office Receipts.
  - (i) A minimum royalty of 1.5% of Gross Weekly Box Office Receipts.
  - (ii) Notwithstanding the foregoing, when Gross Weekly Box Office Receipts are 110% of Weekly Breakeven or less (the "Grey Zone"), the Director will be paid a minimum of 1) \$652 (effective September 3, 2012, \$661; effective September 2, 2013, \$671; effective September 1, 2014, \$681), plus 2) 7.5% of the Net Operating Profit, if any, between 100% and 110% of Weekly Breakeven, with a cap on payments of 1.5% of Gross Weekly Box Office Receipts.

**OR**

- (b) Royalties Based on Percentage of Net Operating Profit.
  - (i) Whenever a Producer compensates a Director under this subsection "(b)," nothing in this Agreement shall preclude any method or form (including, without limitation, royalty pools) for determining the royalties due to a Director, provided that the Director receives the following minimum payment: the greater of 1) 3.5% of weekly Net Operating Profit until 125% of recoupment, and 3.85% of weekly Net Operating Profit thereafter; or 2) a minimum weekly guarantee of \$960 (effective September 3, 2012, \$971; effective September 2, 2013, \$986; effective September 1, 2014, \$1,001).
  - (ii) Notwithstanding the above, royalties based on Net Operating Profit for a dramatic production shall be capped

at \$3,505 (effective September 3, 2012, \$3,549; effective September 2, 2013, \$3,602; effective September 1, 2014, \$3,656) per week until recoupment.

(3) Method of Calculating Royalties

If the Director's and/or Choreographer's contract includes a formula for calculating royalties under a Net Operating Profit basis pursuant to Sections (B)(1)(b) or (B)(2)(b), unless otherwise agreed, royalties may be calculated on a Net Operating Profit basis at any time at the option of the Producer. Once begun, however, Sections (B)(1)(b) or (B)(2)(b) shall govern the royalty payments for the remaining life of the production.

(4) Amortization

A Producer may utilize amortization as a variable in any royalty pool or other royalty payment formula, provided that the minimum compensation due under the collective bargaining agreement is paid to the Director and/or the Choreographer before taking amortization into account. The following are examples of the manner in which a Producer may use amortization in the calculation of royalties under Article IV (B):

Royalties Based on Net Operating Profit

Assume that the contract of a Director of a musical provides for a royalty payment of 3% of the weekly net operating profit and that weekly amortization is \$50,000 and that all other terms of the collective bargaining agreement apply.

In week number 10, the net operating profit equals \$150,000. Under the Director's contract, after subtracting amortization from net operating profit, the Director is entitled to 3% of \$100,000 (or \$3,000). However, under the collective bargaining agreement, the Director must receive a

minimum of 2.5% of \$150,000 (or \$3,750). In that week, therefore, the Producer must pay the Director \$3,750

In week number 12, the net operating profit equals \$250,000. Under the Director's contract, after subtracting amortization from net operating profit, the Director is entitled to 3% of \$200,000 (or \$6,000). Under the collective bargaining agreement, the Director would receive a minimum of 2.5% of \$250,000 (or \$6,250) unless that compensation exceeds the pre-recoupment cap as set forth in Article IV Section (B)(1)(b)(iii) [4,691; \$4,750 as of 9/3/12; \$4,821 as of 9/2/13; \$4,894 as of 9/1/14 ]. Thus, because both these amounts exceed the \$4,691 (\$4,750 as of 9/3/12; \$4,821 as of 9/2/13; \$4,894 as of 9/1/14) pre-recoupment cap on net operating profit royalties, the director would receive \$4,691 in week number 12.

#### Royalties Based on Percentage of Gross Weekly Box Office Receipts

Assume that the contract of a Director of a musical provides for a royalty payment of 1% of gross weekly box office receipts and that weekly amortization is \$200,000 and that all other terms of the collective bargaining agreement apply.

In week number 10, the gross weekly box office receipts were \$700,000. Under the director's contract, after subtracting weekly amortization from the gross weekly box office receipts, the director is entitled to 1% of \$500,000 (or \$5,000). However, under the collective bargaining agreement, the director is entitled to a minimum of .75% of \$700,000 (or \$5,250). Therefore, in week number 10, the director must receive \$5,250.

In week number 12, the gross weekly box office receipts were \$900,000. Under the director's contract, after subtracting weekly amortization from



the gross weekly box office receipts, the director is entitled to 1% of \$700,000 (or \$7,000). Under the collective bargaining agreement, the director must receive at least .75% of \$900,000 (or \$6,750). Therefore, in week number 12, the director would receive \$7,000.

(C) Advances

(1) Musicals

- (a) Whenever a Producer compensates a Director and/or Choreographer pursuant to Section (B)(1)(a) (i.e., based on Gross Weekly Box Office Receipts), the advance shall be recouped from the first dollar of royalties payable to the Director and/or Choreographer; provided, however, that when Gross Weekly Box Office Receipts are 120% of Weekly Breakeven or less, the advance shall be recouped only from any weekly royalties above \$985 (effective September 3, 2012, \$997; effective September 2, 2013, \$1,012; effective September 1, 2014, \$1,027), payable to the Director; and any weekly royalties above \$510 (effective September 3, 2012, \$533; effective September 2, 2013, \$555; effective September 1, 2014, \$578), payable to a Choreographer who signed a contract on or after April 1, 2012; and any weekly royalties above \$492 (effective September 3, 2012, \$499; effective September 2, 2013, \$506; effective September 1, 2014, \$514) payable to all other Choreographers.
- (b) Whenever a Producer compensates a Director and/or Choreographer pursuant to Section (B)(1)(b) (i.e., based on Net Operating Profit), the advance shall be recouped only from any weekly royalties above \$1,313 (effective September 3, 2012, \$1,329; effective September 2, 2013, \$1,349; effective September 1, 2014, \$1,370 per week), paid to the Director; and any weekly royalties above \$680 (effective September 3, 2012, \$710; effective September 2, 2013, \$740; effective September 1, 2014, \$770),

paid to a Choreographer who signed a contract on or after April 1, 2012; and any weekly royalties above \$657 (effective September 3, 2012, \$665; effective September 2, 2013, \$675; effective September 1, 2014, \$685) payable to all other Choreographers.

(2) Dramatic Productions

(a) When a Producer compensates a Director pursuant to Section (B)(2)(a) (i.e., based on Gross Weekly Box Office receipts), the advance shall be recouped from the first dollar of royalties payable to the Director and/or Choreographer; provided, however, that when Gross Weekly Box Office Receipts are 110% of Weekly Breakeven or less, the advance shall be recouped only from any weekly royalties above \$652 (effective September 3, 2012, \$661; effective September 2, 2013, \$671; effective September 1, 2014, \$681), payable to the Director.

(b) When a Producer compensates a Director pursuant to Section (B)(2)(b) (i.e., based on Net Operating Profit), the advance shall be recouped only from any weekly royalties above \$960 (effective September 3, 2012, \$971; effective September 2, 2013, \$986; effective September 1, 2014, \$1,001), paid to the Director.

(3) Except for the minimum weekly payments set forth above at Subsections (1) and (2) of this Section (C), no royalties shall be paid to a Director and/or Choreographer until the royalties due exceed the advance. Where the individual contract provides for a fee at or in excess of the combined fee and advance against royalties set forth above, no additional advance against royalties need be paid unless otherwise specifically provided in said individual contract.

(D) Payment Cycle

(1) Royalties calculated pursuant to Sections (B)(1)(a) and (B)(2)(a) shall be calculated weekly, except that they may, at the Producer's option, be

calculated on a cycle not to exceed six (6) weeks during the Christmas/New Year's period. Royalties calculated pursuant to Sections (B)(1)(b) and (B)(2)(b) shall be calculated and be based on a cycle not to exceed four (4) weeks, with the following exceptions: 1) the preview period through opening, not to exceed six (6) weeks; 2) the Christmas/New Year's period, not to exceed six (6) weeks; and 3) the period up to and including closing, not to exceed six (6) weeks. The cycles for the payment of royalties shall apply on a most favored nations basis for each production.

- (2) Royalties shall be paid no later than ten (10) days after the week or cycle for which they are due. The Producer shall provide the SDC with copies of weekly box office statements or their equivalents within seven (7) days after the close of the week of the statements. Cycle reconciliation report and profit-loss statements, including itemization of operating expenses, shall be provided to SDC within forty-five (45) days of the last performance of the cycle.

(E) Definitions

- (1) For purposes of calculating royalties, Gross Weekly Box Office Receipts shall be the gross box office receipts as evidenced by the statements prepared and signed by the theatre and the Producer after the following deductions:
  - (a) All admission taxes levied by any governmental agency on gross receipts;
  - (b) Pension and Health deductions exercised as a result of the New York City tax abatement program;
  - (c) Theatre party commissions and discounts, and cut rate sales;
  - (d) Subscription fees;
  - (e) Actors Fund benefits;

- (f) Any deductions similar to the ones listed above.
- (2) Gross Weekly Box Office Receipts (as set forth above), Recoupment, Net Operating Profit, and Weekly Operating Expenses/Weekly Breakeven shall be defined consistent with standard theatrical accounting practices on a most favored nations basis. The Producer shall operate each production as efficiently as possible in accordance with standard theatrical practices.
- (3) Notwithstanding the foregoing, an amount may be excluded from the Gross Weekly Box Office Receipts for the purpose of calculating royalties if it is collected pursuant to the terms of a lease, license or occupancy agreement between a theatre owner and producer, which agreement requires the collection of such amount as a specified supplemental charge in addition to the ticket price (e.g., a restoration or facilities charge) and its payment to the theatre owner for the purpose of the maintenance or capital improvement of the theatre. Such amount shall not exceed \$2.00 in New York City Broadway theatres for the duration of this Agreement and through August 31, 2010.

#### **IV-A. SHORT-TERM OR SPECIALTY CHOREOGRAPHY**

##### **(A) MUSICALS**

- (1) In the case of Musicals for which a Director-Choreographer or Choreographer has been employed under this Agreement and receives at least the minimum fees and royalties provided for at Article IV Sections (A)(1) and (B)(1), the Producer may also employ one or more additional Choreographers and compensate each additional Choreographer as follows, according to the number of days or parts of any days prior to the first paid public performance (which days need not be consecutive) in which he or she shall be required to render any choreographic services ("Choreographic Work Days"):

(a) Fees:

| Choreographic Work Days | Sept. 1, 2011 – Sept. 2, 2012 | Sept. 3, 2012 – Sept. 1, 2013 | Sept. 2, 2013 – Aug. 31, 2014 | Sept. 1, 2014 – Aug. 31, 2015 |
|-------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| 1 through 6             | \$680 per day                 | \$690 per day                 | \$704 per day                 | \$718 per day                 |
| 7 through 13            | \$10,084                      | \$10,235                      | \$10,440                      | \$10,649                      |
| 14 through 21           | \$15,139                      | \$15,366                      | \$15,673                      | \$15,987                      |
| 22 or more              | \$20,183                      | \$20,486                      | \$20,896                      | \$21,314                      |

(b) Weekly Royalties

(i) Losing Weeks

| Choreographic Work Days | Sept. 1, 2011 – Sept. 2, 2012 | Sept. 3, 2012 – Sept. 1, 2013 | Sept. 2, 2013 – Aug. 31, 2014 | Sept. 1, 2014 – Aug. 31, 2015 |
|-------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| 1 through 6             | 0                             | 0                             | 0                             | 0                             |
| 7 through 13            | \$192                         | \$194                         | \$197                         | \$200                         |
| 14 through 21           | \$263                         | \$266                         | \$270                         | \$274                         |
| 22 through 27           | \$323                         | \$327                         | \$332                         | \$337                         |
| 28 or More on Gross     | \$480                         | \$486                         | \$493                         | \$500                         |
| 28 or more on NOP       | \$646                         | \$654                         | \$664                         | \$674                         |

A "Losing Week" is any week in which the Gross Weekly Box Office Receipts are less than the Weekly Operating Expenses/Weekly Breakeven.

(ii) Other Weeks

| Choreographic Work Days | Sept. 1, 2011 – Sept. 2, 2012 | Sept. 3, 2012 – Sept. 1, 2013 | Sept. 2, 2013 – Aug. 31, 2014 | Sept. 1, 2014 – Aug. 31, 2015 |
|-------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| 1 through 6             | 0                             | 0                             | 0                             | 0                             |
| 7 through 13            | \$217                         | \$220                         | \$223                         | \$227                         |
| 14 through 21           | \$323                         | \$327                         | \$332                         | \$337                         |
| 22 through 27           | \$409                         | \$414                         | \$420                         | \$427                         |
| 28 or More on Gross     | \$485                         | \$491                         | \$498                         | \$506                         |
| 28 or more on NOP       | \$651                         | \$660                         | \$669                         | \$680                         |

(c) Pension and health contributions shall be made in accordance with Article IV-A Section (C), below.

(2) In the case of a musical production with a rehearsal period of four (4) weeks or more (exclusive of previews) and which requires only incidental choreography, the Producer, with the agreement of the Director, may engage a Short-Term Choreographer instead of a Choreographer employed under the terms of Article IV and/or V. Such Short-Term Choreographer shall be employed only for fourteen or fewer days, or any part(s) of such days, and compensated as follows:

|                          |  |
|--------------------------|--|
| Fee, Advance, Royalties  | 50% of the amounts due under Article IV or Article V, whichever is applicable.   |
| Pension                  | In accordance with Article IX Section (B)  |
| Health Fund Contribution | \$700 (effective September 2, 2013, \$725); plus \$50 per week for each week that such production runs, commencing six months after its first paid public performance. |

(B) DRAMATIC PRODUCTIONS

In the case of Dramatic Productions the Producer may employ a Choreographer and compensate him or her as follows, according to the number of days or parts of any days prior to the first paid public performance (which days need not be consecutive) in which the Choreographer shall be required to render any choreographic services ("Choreographic Work Days"):

(1) Fees:

| Choreographic Work Days | Sept. 1, 2011 – Sept. 2, 2012  | Sept. 3, 2012 – Sept. 1, 2013 | Sept. 2, 2013 – Aug. 31, 2014 | Sept. 1, 2014 – Aug. 31, 2015 |
|-------------------------|--|-------------------------------|-------------------------------|-------------------------------|
| 1 through 6             | \$411  | \$417                         | \$426                         | \$434                         |
| 7 through 13            | \$5,146  | \$5,223                       | \$5,328                       | \$5,434                       |
| 14 through 21           | \$8,831  | \$8,963                       | \$9,142                       | \$9,325                       |
| 22 through 27           | \$12,510   | \$12,698                      | \$12,951                      | \$13,211                      |
| 28 or More              | Minimum Fee and Advance for Choreographer specified in Schedule A Section 1. |                               |                               |                               |

(2) Weekly Royalties:

(a) Losing Weeks

| Choreographic Work Days | Sept. 1, 2011 – Sept. 2, 2012                         | Sept. 3, 2012 – Sept. 1, 2013 | Sept. 2, 2013 – Aug. 31, 2014 | Sept. 1, 2014 – Aug. 31, 2015 |
|-------------------------|---|-------------------------------|-------------------------------|-------------------------------|
| 1 through 6             | 0   | 0                             | 0                             | 0                             |
| 7 through 13            | \$131   | \$133                         | \$135                         | \$137                         |
| 14 through 21           | \$162   | \$164                         | \$166                         | \$169                         |
| 22 through 27           | \$217   | \$220                         | \$223                         | \$227                         |
| 28 or More              | Minimum terms specified under Article IV Section (B). |                               |                               |                               |

A "Losing Week" is any week in which the Gross Weekly Box Office Receipts are less than the Weekly Operating Expenses/Weekly Breakeven.

(b) Other Weeks

| Choreographic Work Days | Sept. 1, 2011 – Sept. 2, 2012                         | Sept. 3, 2012 – Sept. 1, 2013 | Sept. 2, 2013 – Aug. 31, 2014 | Sept. 1, 2014 – Aug. 31, 2015 |
|-------------------------|---|-------------------------------|-------------------------------|-------------------------------|
| 1 through 6             | 0   | 0                             | 0                             | 0                             |
| 7 through 13            | \$162   | \$164                         | \$166                         | \$169                         |
| 14 through 21           | \$202   | \$205                         | \$208                         | \$211                         |
| 22 through 27           | \$253   | \$256                         | \$259                         | \$263                         |
| 28 or More              | Minimum terms specified under Article IV Section (B). |                               |                               |                               |

(C) Except for circumstances provided for in Article IV-A Section (A)(2) above, the Producers shall make only the following initial contributions to the SDC/League Pension and Health Funds on behalf of Choreographers covered under this Article IV-A, except where weekly payments are also specified below:

Health Fund

| Choreographic Work Days | Sept. 1, 2011 – Sept. 2, 2012                          | Sept. 3, 2012 – Aug. 31, 2014 | Sept. 1, 2014 – Aug. 31, 2015 |
|-------------------------|--|-------------------------------|-------------------------------|
| 1 through 6             | 0  | 0                             | 0                             |
| 7 through 13            | \$675  | \$700                         | \$725                         |
| 14 through 21           | \$675  | \$700                         | \$725                         |
| 22 through 27           | \$675  | \$700                         | \$725                         |
| 28 or more              | \$1,400  | \$1,450                       | \$1,500                       |
| Dramatic Production:    | Initial and Weekly Payments Per Article IX Section (B) |                               |                               |



Pension Fund

| <u>Choreographic Work Days</u> | <u>Pension Fund</u>                                       |
|--------------------------------|---|
| 1 through 6                    | 0   |
| 7 through 13                   | 8% of Minimum Fee*  |
| 14 through 21                  | 8% of Minimum Fee*  |
| 22 through 27                  | 8% of Minimum Fee*  |
| 28 or more                     | Musical: 8% of Minimum Fee*                               |
| Dramatic Production:           | Initial and Weekly Payments Per<br>Article IX Section (B) |

\* "Minimum Fee" in this Section (C) refers to the applicable Minimum Fee set forth for a Musical at Section (A)(1) of this Article IV-A, or for a Dramatic Production at Section (B)(1) of this Article IV-A.

- (D) All fees and pension and health fund payments due under this Article IV-A shall be paid at such times as fees and fund payments are payable pursuant to Article IV Section (A) (2) and Article IX Section (C), respectively.
- (E) The provisions of this Article IV-A shall not apply to performers who choreograph dance sequences solely for themselves; but shall apply to a performer who choreographs dance sequences for other performers, except that no contributions on behalf of such performer/choreographer shall be due to the Health Fund if the Producer is making payments to another labor-management health fund which is providing health insurance on behalf of such performer/choreographer.

**V. TOURS AND OTHER COMPANIES**

- (A) All productions or tours presented outside of New York City and covered under this Agreement shall be subject to the provisions of this Article, except as otherwise indicated.
- (B) All touring productions that meet the criteria of the Actors' Equity Association ("AEA") Tiered Tours, in effect as of September 1, 2008, may utilize the SDC

Tiered Touring rates for fees and royalties, as set forth in subsections (C) and (D) below. All touring productions that meet the criteria of the AEA Short Engagement Touring Agreement (SET), in effect as of January 5, 2009, may utilize the SET rates for fees and royalties, as set forth in subsections (C) and (D) below. As outlined in Article III, Section (D) above, the SDC shall not enter into any first-class agreement with any person, firm or corporation, which provides more favorable terms to the Producer than those contained in this provision.

(C) Fees

(1) Fees for Tours Longer than Twelve (12) Weeks

(a) Musical

|                   | <u>Director</u> | <u>Choreographer</u> |
|-------------------|-----------------|----------------------|
| September 1, 2011 | \$25,290        | \$20,940             |
| September 3, 2012 | \$25,670        | \$21,255             |
| September 2, 2013 | \$26,180        | \$21,680             |
| September 1, 2014 | \$26,705        | \$22,110             |

(b) Dramatic Production

|                   | <u>Director</u> |
|-------------------|-----------------|
| September 1, 2011 | \$22,115        |
| September 3, 2012 | \$22,450        |
| September 2, 2013 | \$22,900        |
| September 1, 2014 | \$23,355        |

(2) Fees for Tours of Twelve (12) Weeks or Fewer

(a) Musical

|                   | Director | Choreographer |
|-------------------|----------|---------------|
| September 1, 2011 | \$17,315 | \$14,455      |
| September 3, 2012 | \$17,575 | \$14,670      |
| September 2, 2013 | \$17,925 | \$14,965      |
| September 1, 2014 | \$18,285 | \$15,265      |

(b) Dramatic Production

|                   | <u>Director</u> |
|-------------------|-----------------|
| September 1, 2011 | \$14,690        |
| September 3, 2012 | \$14,915        |
| September 2, 2013 | \$15,210        |
| September 1, 2014 | \$15,515        |

(3) Fees for Tiered Tours Longer than Twelve (12) Weeks

(a) Musical

|                   | Director | Choreographer |
|-------------------|----------|---------------|
| September 1, 2011 | \$20,230 | \$16,755      |
| September 3, 2012 | \$20,530 | \$17,005      |
| September 2, 2013 | \$20,945 | \$17,345      |
| September 1, 2014 | \$21,360 | \$17,690      |

(b) Dramatic Production

Director

|                   |          |
|-------------------|----------|
| September 1, 2011 | \$17,695 |
| September 3, 2012 | \$17,960 |
| September 2, 2013 | \$18,320 |
| September 1, 2014 | \$18,690 |

(4) Fees for Tiered Tours of Twelve (12) Weeks or Fewer

(a) Musical

Director

Choreographer

|                   |          |          |
|-------------------|----------|----------|
| September 1, 2011 | \$13,855 | \$11,565 |
| September 3, 2012 | \$14,065 | \$11,740 |
| September 2, 2013 | \$14,345 | \$11,975 |
| September 1, 2014 | \$14,630 | \$12,215 |

(b) Dramatic Production

Director

|                   |          |
|-------------------|----------|
| September 1, 2011 | \$11,750 |
| September 3, 2012 | \$11,925 |
| September 2, 2013 | \$12,165 |
| September 1, 2014 | \$12,405 |

(5) Fees for SET Tours

(a) Musical

|                   | Director | Choreographer |
|-------------------|----------|---------------|
| September 1, 2011 | \$17,685 | \$14,150      |
| September 3, 2012 | \$17,950 | \$14,360      |
| September 2, 2013 | \$18,310 | \$14,650      |
| September 1, 2014 | \$18,675 | \$14,940      |

(b) Dramatic Production

|                   | <u>Director</u> |
|-------------------|-----------------|
| September 1, 2011 | \$15,400        |
| September 3, 2012 | \$15,630        |
| September 2, 2013 | \$15,940        |
| September 1, 2014 | \$16,260        |

- (6) Twenty-five (25%) percent of the contractual fee is to be paid directly to the Director and/or Choreographer on signing of the contract and is nonreturnable. The balance of the fee is payable in three (3) equal payments at the beginning of the first, second, and third weeks of rehearsal or not later than one (1) week before the first performance, whichever is shorter. If a production is abandoned, there shall be no liability for fee payments due the Director and/or Choreographer after the date of the abandonment. Those fees accrued to the Director and/or Choreographer prior to the abandonment may be retained by him/her and will be paid to him/her.

- (7) If a Tour is discontinued or suspended for six (6) weeks or more and the Director and/or Choreographer is required to participate in rehearsals, he/she shall be compensated as follows:

|  |                       |
|--|-----------------------|
| Up to one (1) week:                            | No Fee                |
| More than one (1) week through three (3) weeks | 50% Minimum Tour Fee  |
| In excess of three (3) weeks                   | 100% Minimum Tour Fee |

(D) Royalties for Tours and Other Companies

(1) Royalties for Tours Longer than Twelve (12) Weeks

- (a) The Director shall be paid a weekly minimum of 1) \$1,615 (effective September 3, 2012, \$1,635; effective September 2, 2013, \$1,660; effective September 1, 2014, \$1,685), of which \$807 (effective September 3, 2012, \$818; effective September 2, 2013, \$830; effective September 1, 2014, \$842) shall be a non-recoupable advance against any weekly Overage payment due for that week, plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.
- (b) The Choreographer shall be paid a weekly minimum of 1) \$1,291 (effective September 3, 2012, \$1,307; effective September 2, 2013, \$1,327; effective September 1, 2014, \$1,347) of which \$645 (effective September 3, 2012, \$654; effective September 2, 2013, \$663; effective September 1, 2014, \$673) shall be a non-recoupable advance against any

weekly Overage payment due for that week, plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

(2) Royalties for Tours of Twelve (12) Weeks or Fewer

(a) The Director shall be paid a weekly minimum of 1) \$1554 (effective September 3, 2012, \$1,574; effective September 2, 2013, \$1,597; effective September 1, 2014, \$1,621) of which \$777 (effective September 3, 2012, \$787; effective September 2, 2013, \$799; effective September 1, 2014, \$811) shall be a non-recoupable advance against any weekly Overage payment due for that week, plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.

(b) The Choreographer shall be paid a weekly minimum of 1) \$1,261 (effective September 3, 2012, \$1,276; effective September 2, 2013, \$1,295; effective September 1, 2014, \$1,315) of which \$630 (effective September 3, 2012, \$638; effective September 2, 2013, \$648; effective September 1, 2014, \$657) shall be a non-recoupable advance against any weekly Overage payment due for that week, plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

(3) Royalties for Tiered Tours Longer than Twelve (12) Weeks

(a) The Director shall be paid a weekly minimum of 1) \$1,291 (effective September 3, 2012, \$1,307; effective September 2, 2013, \$1,327; effective September 1, 2014, \$1,347) of which \$645 (effective September 3, 2012, \$654; effective September 2, 2013, \$663; effective September 1, 2014, \$673) shall be a non-recoupable advance against any weekly Overage payment due for that week, plus 2) in the case of a

musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.

- (b) The Choreographer shall be paid a weekly minimum of 1) \$1,033 (effective September 3, 2012, \$1,046; effective September 2, 2013, \$1,061; effective September 1, 2014, \$1,077) of which \$516 (effective September 3, 2012, \$523; effective September 2, 2013, \$531; effective September 1, 2014, \$539) shall be a non-recoupable advance against any weekly Overage payment due for that week, plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

(4) Royalties for Tiered Tours of Twelve (12) Weeks or Fewer

- (a) The Director shall be paid a weekly minimum of 1) \$1,240 (effective September 3, 2012, \$1,256; effective September 2, 2013, \$1,275; effective September 1, 2014, \$1,300) of which \$620 (effective September 3, 2012, \$628; effective September 2, 2013, \$637; effective September 1, 2014, \$650) shall be a non-recoupable advance against any weekly Overage payment due for that week, plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.
- (b) The Choreographer shall be paid a weekly minimum of 1) \$1,013 (effective September 3, 2012, \$1,1,025; effective September 2, 2013, \$1,041; effective September 1, 2014, \$1,056) of which \$506 (effective September 3, 2012, \$513; effective September 2, 2013, \$520; effective September 1, 2014, \$528) shall be a non-recoupable advance against any



weekly Overage payment due for that week, plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

(5) Royalties for SET Tours

(a) The Director shall be paid a weekly minimum of 1) \$1,235 of which \$618 shall be a non-recoupable advance against any weekly Overage payment due for that week, plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.

(b) The Choreographer shall be paid a weekly minimum of 1) \$980 of which \$490 shall be a non-recoupable advance against any weekly Overage payment due for that week, plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

(6) "Overage" shall be defined as the amount paid to or earned by the Producer that exceeds: 1) the guarantee paid to the Producer, or 2) the weekly operating expenses plus Fixed Weekly Amortization until recoupment; whichever is greater. "Fixed Weekly Amortization" shall equal the capitalization costs of the tour or other company, divided by the number of weeks the tour or other company is initially booked to run (as determined no later than four weeks after the first paid public performance).

(7) Provided that the Producer shall pay at least the minimum royalty set forth above, nothing in this Agreement shall preclude any method or form or any combination of methods or forms for determining the royalties due to a Director or Choreographer for a tour or other company. No advance of royalties is required for a tour or other company.

(E) Broadway Production Performing Outside of New York

When a Broadway production performs in up to two (2) additional venues outside of New York after closing on Broadway and the Director and/or Choreographer is required to participate in rehearsals, he/she shall be compensated as follows:

|  |                       |
|--|-----------------------|
| Up to one (1) week:                                  | No Fee                |
| More than one (1) week<br>and up to two (2) weeks    | 25% Minimum Tour Fee  |
| More than two (2) weeks and<br>up to three (3) weeks | 50% Minimum Tour Fee  |
| In excess of three (3) weeks                         | 100% Minimum Tour Fee |

(F) Tour or Other Company Moving to Broadway When a touring production or other company is presented on Broadway (which is not a pre-Broadway tryout, as currently defined by the collective bargaining agreement between the League and Actors' Equity Association), the provisions of Article IV shall apply to such production for the duration of its run on Broadway, except:

- (1) No fee shall be due when the rehearsal period, exclusive of the preview period, is one week or less; one-half of the fee set forth at Schedule A shall be due when the rehearsal period, exclusive of the preview period, is more than one week and up to three weeks; and the full fee set forth at Schedule A shall be due when the rehearsal period, exclusive of the preview period, exceeds three weeks; and
- (2) The advance set forth at Schedule A shall be reduced by all weekly royalty payments, including the weekly minimum royalties, paid to the Director and/or Choreographer prior to the move to Broadway.

(G) Other Companies

- (1) (a) Except as otherwise provided herein, the Director and/or Choreographer shall have the option to direct and/or choreograph all first-class companies presenting the play in the United States, Canada or the British Isles under the auspices of the Producer, or for which the Producer or an entity in which the producer is a participant may license the production rights; i.e., under the first-class production rights. The Director and/or Choreographer must make his/her election known to the Producer, in writing, within ten (10) days after receipt of written notice of an additional company from the Producer.  
(b) Where a Producer produces a new Broadway production of a play or musical it previously produced without the use of the original work of the previous Director, Choreographer or Director-Choreographer, and with a new physical production, the Producer shall not be required to offer the Director, Choreographer or Director-Choreographer the option to direct or choreograph the subsequent production.
- (2) (a) Upon license of a production the Producer shall notify SDC within seventy-two (72) hours of the identity of the licensee and the production subject to the terms of this subsection 2.  
(b) In the event that the Director, Choreographer or Director-Choreographer negotiates terms that do not meet the minimum terms of the SDC/League Agreement, or the licensee fails to pay such fees, royalties, pension or health as may be due, the SDC shall have no right to proceed against the licensor/original Producer, provided timely notice of license has been given pursuant to Section G(2)(a) above and a bond or letter of credit has been posted/provided under (G)(3) below.
- (3) A Producer shall satisfy its obligations under this Agreement in connection with a licensed production if the Producer either (a) notifies the licensee of all obligations under the SDC/League Agreement and any

additional obligations under the individual employment agreement, and the licensee signs a security agreement and posts a bond in U.S. dollars (which may be in the form of a letter of credit from a U.S. bank) equal to the minimum fees (including advances) for such licensed production; or (b) guarantees all obligations of the licensed production.

- (4) If the Director and/or Choreographer elects to direct and/or choreograph such additional company or companies, he/she shall receive for each additional company directed and/or choreographed by him/her in the United States, Canada or British Isles, the tour fees, royalties and pension and health payments due under this Agreement therefore; provided that the Director and/or Choreographer is present for at least one-half of the rehearsals. If the original Director and/or Choreographer elects to direct and/or choreograph such additional company or companies and is present for at least 25% of the rehearsals but less than 50%, he/she shall receive no less than 50% of the minimum tour fees and 75% of the minimum tour royalties and 100% of the pension and health payments due therefor. If the original Director and/or Choreographer elects to direct and/or choreograph such additional company or companies but is present for less than 25% of the rehearsals, he/she shall not receive any fee, but will receive no less than 50% of the minimum tour royalties and 50% of the pension and health payments due therefor. If the Director and/or Choreographer does not elect to exercise his/her option, he/she shall not receive any fee or pension and health payments in respect to such company, but will receive no less than 50% of the minimum tour royalties.
- (5) When the Director and/or Choreographer does not elect to direct and/or choreograph an additional company or companies, the person chosen by Producer to reproduce the work shall be covered by the terms of this Agreement. The restager shall receive no less than one-half (1/2) of the minimum tour fee and royalty and 100% of pension and health

contributions. The restager shall be responsible for brushup and/or maintenance on such companies.

- (6) The Director and/or Choreographer shall also have the option to direct and/or choreograph any and all so-called stock companies presenting the play in the United States and Canada while the first-class company is still running on Broadway. If the Director or Choreographer makes such election, he/she shall receive no less than the fee and royalties applicable at the stock theatre based on the minimum basic agreement between that theatre and the SDC, or if no such agreement exists, then based on the applicable minimum basic SDC agreement, if any, determined by the agreement between the stock theatre and Actors' Equity Association.

#### (H) Other Venues

In the event that a touring production shall be presented substantially intact and as part of an ongoing tour in a venue covered by another SDC collective bargaining agreement (e.g., LORT, COST, et al.), the minimum tour fee, royalties and pension and health contributions due to the Director and/or Choreographer under this Agreement shall be made in lieu of any payments due under any other SDC collectively bargaining agreement, and the SDC shall forego and waive any claim for such other payments.

#### (I) Optional Compensation Arrangements

- (1) The Producer shall have the option to pay fees, advances (if any) and royalties under Article IV or V hereof on any sit-down production (i.e., non-touring production) outside of New York City that opens after a Broadway production has been opened, which option must be elected prior to the commencement of rehearsals for such production.
- (2) In the event that such production referenced in Section I (1) above plays in a theatre of 500 seats or fewer, the Producer may pay 75% of any fee or advance otherwise due and 75% of the minimum flat weekly royalties

otherwise due, against the minimum percentage royalty due under Article IV or V hereof (based on the election made under (l)(1) above).

## VI. CREDIT FOR PRIOR FEES

- (A) If a foreign importation is brought over substantially intact, where the original direction and/or choreography was performed abroad, and where the Director and/or Choreographer is employed for rehearsal direction and/or choreography required to meet conditions on the American stage, the terms of this Agreement shall apply. The Director and/or Choreographer shall receive no less than one-half (1/2) the minimum fee and advance and no less than the full minimum royalty percentage, and full weekly contributions shall be made to the Pension and Health Funds. However, if set forth in writing in the individual contract, the Director and/or Choreographer shall receive as fee the difference between the amount received abroad and one-half (1/2) the minimum fee required to be paid under this Agreement.
- (B) If a production not covered under this Agreement subsequently reopens as a production covered under this Agreement within one (1) year of the closing of the prior, uncovered production, the Producer shall be entitled to a credit of one-half (1/2) of the Director's and/or Choreographer's fee(s) paid for the prior, uncovered production.
- (C) If a Producer moves a production from any theatre within one (1) year of its closing and does not use the services of the original Director and/or Choreographer, the original Director and/or Choreographer shall be paid an amount equal to one-half (1/2) the minimum fee under this Agreement. This Section shall not apply to a production covered under this Agreement which may move from one Broadway theatre to another.

## VII. WAIVER/REDUCTION OF ROYALTIES

- (A) There shall be no need for SDC consent for any reduction in fees or royalties provided that the applicable minimums set forth in this Agreement are paid. Waiver by any Director or Choreographer of any of the terms of this Agreement below the minimum terms herein provided shall not be requested of the Director or Choreographer or be effective unless the consent of the SDC is first obtained; provided, however, a reduction of royalties below the applicable minimum for up to a maximum of any four (4) weeks (which need not be consecutive) may be made without the consent of the SDC, provided that an agreement, in writing, for such reduction be signed by the Producer and Director and/or Choreographer, and filed with the SDC within one (1) week after the reduction is agreed upon.
- (B) Prior to the conclusion of the last week of reductions of royalties below the minimum terms of this Agreement, a Producer may apply, the Director and/or Choreographer consenting, for the approval by the SDC of an extension of the reductions. The Producer shall specifically address: (i) how such extension will foreseeably lead to the extension of the production beyond the extension of the waiver; and (ii) what revenue sources, if any, from the production will be made available to repay any extended waivers permitted by the SDC. Such request will not be unreasonably denied. The SDC must act upon this request within three business days of receipt of the proper documentation. In the event the extension is not approved by the SDC, or if a Producer fails to pay any royalties or pension or health payments which are due and has failed to follow the provisions of this Section of the Agreement, arbitration may be requested before any of the arbitrators named in Article XVI of this Agreement, and an arbitration may be held upon one (1) week's written notice to the other party. In all other respects, the provisions of Article XVI shall govern the procedure for arbitration.

## VIII. DURATION OF OBLIGATION

- (A) A maximum of eight (8) consecutive weeks in the case of a drama, and ten (10) consecutive weeks in the case of a musical, after the first public performance out of town, shall be the limit of the Director's and/or Choreographer's obligation prior to the New York opening. The Director and/or Choreographer agree that, in cases where additional time is required during the out-of-town tryout beyond this period, he/she shall continue to function as the Director and/or Choreographer, provided he/she is available and uncommitted by virtue of any other professional engagement.
- (B) Should a production be suspended because of strike, lockout, fire, flood, act of the public enemy or act of God, the period of the suspension shall not be considered as part of the consecutive employment periods set forth in Section (A) above. The Director and/or Choreographer agree that in cases where a suspension of production occurs prior to the date the production opens in New York, he/she shall continue to function as the Director and/or Choreographer, provided he/she is available and uncommitted by virtue of any other professional engagements contracted for prior to said suspension.
- (C) Should the suspended production require additional directorial or choreographic services to bring it to completion, and should the Director and/or Choreographer be unable to continue because of such a prior commitment, his/her royalty schedule shall be as follows:
- (1) Production not in rehearsal - no royalties;
  - (2) In rehearsal at least two weeks - one third (1/3) of royalties;
  - (3) After out-of-town opening - two thirds (2/3) of royalties. Fees received up to the time of the suspension may be retained should a Director and/or Choreographer be prevented from continuing as set forth above.



## IX. 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. Said trust Funds shall be jointly administered and shall be established in accordance with all legal requirements.

(B) The Producers shall make the following contributions to the Pension and Health Funds:

| <u>Broadway</u>   |         | <u>Pension</u> | <u>Health</u> |
|-------------------|---------|----------------|---------------|
| September 1, 2011 | Initial | 2,030          | 1,500         |
|                   | Weekly  | 200            | 165           |
| September 3, 2012 | Initial | 2,050          | 1,650         |
|                   | Weekly  | 200            | 175           |
| September 2, 2013 | Initial | 2,050          | 1,765         |
|                   | Weekly  | 205            | 190           |
| September 1, 2014 | Initial | 2,060          | 1,910         |
|                   | Weekly  | 205            | 200           |

| <u>Tours and Other Companies</u> |         | <u>Pension</u> | <u>Health</u> |
|----------------------------------|---------|----------------|---------------|
| September 1, 2011                | Initial | 1,025          | 800           |
|                                  | Weekly  | 110            | 140           |
| September 3, 2012                | Initial | 1,025          | 865           |
|                                  | Weekly  | 110            | 145           |
| September 2, 2013                | Initial | 1,025          | 935           |
|                                  | Weekly  | 115            | 150           |
| September 1, 2014                | Initial | 1,025          | 1,010         |
|                                  | Weekly  | 115            | 155           |

| <u>Tiered &amp; SET Tours</u> |         | <u>Pension</u> | <u>Health</u> |
|-------------------------------|---------|----------------|---------------|
| September 1, 2011             | Initial | 1,025          | 760           |
|                               | Weekly  | 110            | 135           |
| September 3, 2012             | Initial | 1,025          | 820           |

|                   |         |       |     |
|-------------------|---------|-------|-----|
|                   | Weekly  | 110   | 140 |
| September 2, 2013 | Initial | 1,025 | 885 |
|                   | Weekly  | 115   | 145 |
| September 1, 2014 | Initial | 1,025 | 955 |
|                   | Weekly  | 115   | 150 |

- (1) In the event that there is more than one production of a musical or dramatic production running simultaneously for which pension and health contributions are due hereunder, the original Director and/or Choreographer shall not be entitled to receive additional health fund contributions while he or she is receiving contributions from a prior production of the musical or dramatic production.
- (C) Weekly contributions to the Pension and Health Funds shall be paid weekly for performance weeks or any part thereof, payable no later than ten (10) days after the week for which the payment is due. The amount of initial contributions to the Pension and Health Funds shall be based on the date of contract signing or date of first rehearsal, whichever is later, and shall be paid upon signing of contract or first day of rehearsal, whichever is earlier.

## X. PER DIEM EXPENSES

Out-of-town expenses under all contracts, whenever executed, are to be paid to the Director and/or Choreographer at the rate \$250 dollars per diem; except for expenses in the cities of New York, Los Angeles, Boston, San Francisco, Chicago and Washington, D.C., which shall be paid at the rate of \$300. The Producer and Director and/or Choreographer may agree alternatively to the Producer's provision of a room in a first class hotel plus \$75 per day.

## **XI. DIRECTOR-CHOREOGRAPHER**

A Director-Choreographer shall receive no less than the minimum combined fees and royalty percentages of a Director and Choreographer, and payments to the Pension Fund shall be the combined payments for a Director and a Choreographer. However, there shall be single payments to the Health Fund.

## **XII. ELECTRONIC RIGHTS**

(A) When a first-class production covered by this Agreement (i.e., while the Producer controls the first-class production rights) is visually reproduced and transmitted live or on film, tape, or by any other means of remote reproduction from the stage or from a studio to viewers at home or to theatres where admission is charged, the Director and/or Choreographer shall receive an amount proportionate to that received by the author based upon the original royalties paid to the author, the Director and the Choreographer, respectively, or a sum equal to the contractual fee for directing and/or choreographing the production, whichever is greater.

The Director and/or Choreographer shall receive either:

- (1) The compensation based on the formula set forth in this Article if not engaged as the Director and/or Choreographer of the electronic reproduction; or
- (2) No less than the compensation based on the formula set forth in this Article if engaged as the Director and/or Choreographer of the electronic reproduction as the total compensation for directing and/or choreographing both the first-class production and the electronic reproduction.
- (3) Any rights beyond the visual reproduction and transmission covered in Section (A) above shall be subject to good faith negotiations between the

Director and/or Choreographer and the Producer, with the understanding that the minimum payments in (A) above shall not apply.

- (B) The Director and/or Choreographer of the first-class production shall receive billing as follows:

Directed and/or choreographed for the stage by

---

- (C) The Producer 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 the SDC.

- (D) Unless an individual contract provides better terms, as soon as a production covered by the Agreement is reproduced electronically as defined in the Agreement in (A) above, the Director and/or Choreographer shall receive a payment equal to the contractual fee and advance, or the then current SDC minimum for director and/or choreographing the production, whichever is greater. Director and/or Choreographer shall receive no additional payments until the author receives payments in such an amount which exceeds the proportionate amount based on their respective royalties. Thus, if on the Broadway production a director's royalty is two (2%) percent and an author's royalty is ten (10%) percent, and under the current Agreement the Director received a fee of sixty-three thousand two-hundred fifteen (\$63,215) dollars for directing the Broadway production, the Director would be paid another sixty-three thousand two-hundred fifteen (\$63,215) dollars as soon as the production was electronically reproduced and would receive no further payments until the author received three hundred sixteen thousand seventy-five (\$316,075) dollars for the electronic reproduction. If the author received forty-two thousand five hundred (\$42,500) dollars up front and seven thousand seven hundred fifty (\$7,750) dollars every time the reproduction was presented, the Director would receive no additional payments until the reproduction was presented more than

thirty-five (35) times. Under this example, on each subsequent production of the reproduction, the Director would receive one thousand five hundred fifty (\$1,550) dollars. If however, the author was paid a flat sum of three hundred sixteen thousand seven-hundred-fifty (\$316,075) dollars up front and nothing further, the Director would receive sixty-three thousand two-hundred fifteen (\$63,215) dollars as soon as the production was electronically reproduced. Moreover, if the production is in the public domain, i.e., no author is receiving royalties, the Director and/or Choreographer shall receive one (1) payment equal to the contractual fee.

- (E) Unless an individual contract provides better terms, when the Director and/or Choreographer of the first-class production also directs and/or choreographs the electronic production, the minimum payment required by the Agreement for performing both functions is the payment under the formula contained in Section (A) above. Thus, using an example from above, if the same Director was engaged to direct the electronic reproduction, and if the author was paid a flat sum of three hundred sixteen thousand seven-hundred-fifty (\$316,075) dollars, the Director would receive sixty-three thousand two-hundred fifteen (\$63,215) dollars and would not be entitled to any additional payments under the current Agreement. Furthermore, if the DGA Agreement required a minimum fee of seventy thousand (\$70,000) dollars for directing the electronic reproduction, the Director would receive a total of seventy thousand (\$70,000) dollars for performing both functions (i.e., the Producer would receive an offset for the \$63,215), unless the individual contract provided otherwise.

### **XIII. MEDIA AND PROMOTION**

- (A) The Producer'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 Producer will use captured materials, provide footage and permit its use consistent with that intent.

- (B) The Director, Choreographer and/or Director-Choreographer shall be consulted prior to the scheduling of the recording any rehearsal.
- (C) The Producer shall provide seventy-two (72) hours notice to the Director and Choreographer prior to the recording of any performance.
- (D) Except as provided in Article XII (A), captured material may only be used to generate revenue for the Producer (e.g. DVD sales, On Demand for cable or internet broadcast, licensing of B-roll or any new media usage) if there is a prior agreement in place with Director, Choreographer or Director-Choreographer.
- (E) Without limitation as to who may view captured materials, the Director, Choreographer and/or Director-Choreographer and/or their assistants may view captured materials. Restagers working on their behalf may view captured materials, but only if the Director, Choreographer or Director-Choreographer's work has been licensed by the Producer.
- (F) The SDC and the League, as well as non-profit entities that promote the theatrical industry (e.g., ATW, TDF, NYC & Co. and similar travel and tourism bureaus), may obtain and use footage from any production (including closed productions) for purposes of promoting and branding the SDC, the League and the industry.

#### **XIV. SUBSIDIARY RIGHTS**

- (A) If the League grants or agrees to grant subsidiary rights to any other union during the term of the current Agreement, then the SDC shall have the right to reopen the Agreement for the sole purpose of negotiating subsidiary rights for Directors and Choreographers.
- (B) Subsidiary rights include, but are not limited to
  - (1) Stock and summer stock presentations;
  - (2) Amateur presentations;
  - (3) Musical comedy, operetta and grand opera based on a play;

- (4) Radio;
- (5) Television;
- (6) Second-class touring rights;
- (7) Condensed and tabloid versions;
- (8) Concert tour versions;
- (9) Commercial uses;
- (10) Foreign language versions;
- (11) Original cast album of musical or straight plays;
- (12) Supper club or night club presentations;
- (13) Off-Broadway
- (14) Fair presentations and ice shows;
- (15) Motion Pictures
- (16) English speaking rights around the world:
- (17) British rights;
- (18) Foreign rights;
- (19) Any mechanical or electronic devices whether now in existence or hereafter invented and/or put in use; and
- (20) Publishing Rights.

## **XV. NO STRIKE, NO LOCKOUT**

The parties agree that during the term of this Agreement, the Producers shall not lock out any Director or Choreographer and the SDC will not cause or permit any of its members to take part in any strike, work-stoppage, slowdown or concerted or organized curtailment of work (sympathetic, general or any other kind) or any other interference with the operation of the Producer's business.

## XVI. ARBITRATION OF DISPUTES

- (A) If any dispute concerning the interpretation or application of this Agreement or any individual contract, oral or written, arises between the SDC and the Producers, or between a Director or Choreographer and a Producer, the parties agree that a prompt attempt will be made to settle the matter amicably.
- (B) If the matter is not resolved pursuant to Section (A) above, it may be submitted by either party to a Grievance Committee consisting of up to three (3) representatives of the SDC and up to three (3) representatives of the League. In rendering decisions, the SDC representatives and the League representatives shall 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) If the matter is not resolved pursuant to Section (B) above, or no Grievance Committee meeting is held within thirty (30) days of a request for a meeting, either party may file a request for arbitration with any one of the following arbitrators:

|               |                |                  |
|---------------|----------------|------------------|
| Stanley Aegis | George Nicolau |                  |
| Marlene Gold  | Howard Edelman | Carol Wittenberg |

If none of these arbitrators is available within thirty (30) days, the parties shall attempt to agree on a mutually acceptable arbitrator, however, absent such agreement, the request for arbitration may be made to the American Arbitration Association. In the event of the death or resignation of one or more of the arbitrators, the parties shall agree upon a successor or successors within twenty (20) days. If the parties are unable to agree, said successor or successors shall be appointed by the American Arbitration Association.

- (D) The cost and expenses of the arbitration shall be shared equally by the SDC and Producer or Producers involved. The rules of procedure in such arbitration shall be the applicable rules as then currently published and in effect at the American



Arbitration Association. All arbitration proceedings are to be conducted in the City of New York.

- (E) Where 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 disputes which arise under this Agreement or under individual contracts.
- (F) No claim on behalf of a Director or Choreographer, other than a claim for breach of contract requiring a money award, or a claim relating to the interpretation or application of the terms of this Agreement, is within the jurisdiction of the arbitrator. In a dismissal case, the arbitrator's remedy is limited solely to full payment for all compensation due under the Director's or the Choreographer's contract or under this Agreement as same accrues. The arbitrator shall not have the power to require a Producer or Producers to reinstate a Director or Choreographer who he/she finds to have been discharged in breach of this Agreement or under individual contracts. In all cases, the arbitrator shall limit himself/herself strictly to questions concerning interpretation and application of this Agreement and individual contracts, and shall in no way alter, amend, modify, add to or subtract from any provision of this Agreement or individual contracts. The arbitrator shall have the authority to award interest and expenses as he/she shall deem just and proper.
- (G) The Producers recognize that nothing in this Article shall be construed as prohibiting an individual Director or Choreographer to bargain on an individual basis with an individual Producer to secure arbitration provisions conferring jurisdiction and powers upon the arbitrator in excess of the jurisdiction and powers conferred upon the arbitrator herein.
- (H) The SDC and The League shall have the right to participate in all arbitration proceedings. A copy of the request of arbitration shall be served on the opposing parties, including the Producer, Director and/or Choreographer, SDC and League concurrently with the dispatch of the request to the arbitrator. A final and binding decision shall be issued within thirty (30) days after the hearing.

## **XVII. BILLING**

- (A) With respect to each company directed by the Director, he/she shall receive billing in all programs and houseboards. Such credit shall appear on a separate line in an agreed size and type and position on which no other credit shall appear.
- (B) With respect to each company choreographed by the Choreographer, he/she shall receive billing in all programs and houseboards. The Choreographer's credit shall appear on a line with no more than one other person, unless there is roll-on billing for all persons.
- (C) If a Director and/or Choreographer who has been dismissed so requests, his/her name shall be removed from all forms of billing.
- (D) The following notice, or other mutually acceptable written recognition, shall appear in all programs: "The Director and/or Choreographer is a member of the Stage Directors and Choreographers Society, a national theatrical labor union." Such notice will appear with the SDC logo, photo-ready copy to be supplied by SDC.

## **XVIII. PROPERTY RIGHTS**

- (A) In order to facilitate the Director's and/or Choreographer's ability to prevent the unauthorized re-creation of direction and/or choreography, the Producer and the Director and/or Choreographer agree that, as between themselves, all rights in and to the Direction and Choreography created by the Director and/or Choreographer in the course of the rendition of his/her services shall be, upon its creation, and will remain the sole and exclusive property of the Director and/or Choreographer respectively; it being understood, however, that the Producer 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 is entitled to receive a payment under

an applicable SDC minimum basic agreement. Any additional use or license of the direction and/or choreography by the Producer shall be subject to further agreement between the Producer and the Director and/or Choreographer. The foregoing is not intended to alter, diminish or affect, in any way, any of the Author's rights in the play.

- (B) The Producer shall not authorize the publication in any form of the stage directions of the Director or the choreography of the Choreographer without the Director's and/or Choreographer's written consent. The Director and/or Choreographer reserves the right to copyright such stage direction and/or choreography.

## **XIX. ARTISTIC RIGHTS**

- (A) If the Director is available, and subject to the prior approval of the author and the final approval of the Producer, the Director shall have approval, not to be unreasonably withheld or delayed, of cast, replacements, understudies, designers and designs, production stage manager, and director of other companies.
- (B) The choreography shall not be changed or altered or deleted after the New York opening without first consulting with the Choreographer.
- (C) Where necessary, the Choreographer shall have, at the sole expense of the Producer, an assistant of his/her choice during the rehearsal period during any out-of-town tryout, and during the preview period in New York City. The assistant shall not be covered by the provisions of this Agreement. The Choreographer shall have the right to designate a captain or replacement among the dance company, who, after the show has opened in New York, shall have the authority to call the necessary rehearsals and rehearse understudies and replacements to maintain the quality of dancers' performances. The duration of the dance captain's employment and the compensation he/she shall receive shall be negotiated between the dance captain and the Producer. The

captain shall not be covered by the provisions of this Agreement. In addition, the Choreographer shall have the right to designate a replacement for the captain on the same terms and conditions as stated above, provided, however, that the Choreographer is readily available to make such designation.

- (D) The Choreographer shall select or approve a dance rehearsal pianist who will be at the Choreographer's disposal for the rehearsal, road and tour period. The duration of the rehearsal pianist's employment and the compensation he/she shall receive shall be negotiated between the pianist and the Producer. The pianist shall not be covered by the provisions of this Agreement. The Choreographer shall have first call on the services of the pianist. However, when not occupied with dance routines, the pianist shall be available to the rest of the company.
- (E) If the Choreographer is available, and subject to the prior approval of the author and the final approval of the Producer, the Choreographer shall have approval, not to be unreasonably withheld or delayed, of dancers, their replacements and understudies, and choreographer of other companies.

## **XX. MAINTAINING THE QUALITY OF A PRODUCTION**

- (A) The Director agrees to supervise and maintain the quality of the production; and, in furtherance thereof he/she is required to see a complete performance of a production that he/she has directed at least once every eight (8) weeks, unless the Director's contractual obligations prevent him/her from doing so, in which case the Director shall see the show as soon as his/her contractual obligations permit. After seeing a complete performance of the production, the Director shall redirect it, without any additional compensation, if he/she and/or the Producer deem it necessary to do so. If the Director is required to redirect, and if at the time such redirection is desired the Director is not at the location where the Company is performing, the Producer shall pay, as set forth in his/her

contract, round-trip airfare and per diem, if necessary, for the length of the time required to redirect the production or parts thereof.

- (B) The Choreographer is required to see a complete performance of a production he/she has choreographed at least every eight (8) weeks unless the Choreographer's contractual obligations prevent him/her from doing so, in which case the Choreographer shall see the show as soon as his/her contractual obligations permit. After seeing a complete performance of the production, the Choreographer shall rehearse it, without any additional compensation, if he/she and/or the Producer deem it necessary to do so. In the event the Choreographer is required to rehearse, and, if at the time such rehearsal is desired, the Choreographer is not at the location where the Company is performing, the Producer shall pay, as set forth in his/her contract, round-trip airfare and per diem, if necessary, for the length of the time required to rehearse the production or parts thereof.
- (C) Should the Director and/or Choreographer fail to comply with the requirements set forth in Sections (A) and/or (B) of this Article XX, the Director and/or Choreographer shall forfeit one-half (1/2) of his/her royalties until these requirements are complied with, at which time full royalty payments shall be resumed.

## **XXI. PRODUCER'S REPORTING REQUIREMENTS**

- (A) The Producer shall file with the SDC documentation or reports of the following information, as and when they become available, so as to permit the SDC to determine and/or verify any payment due under this Agreement:
- (1) names of all producers;
  - (2) the amount of the capitalization of any tour and/or other company, and any pro forma or other projection of weekly operating expenses prepared prior to the opening of the production;

- (3) weekly box office reports, signed by the Treasurer and Company Manager;
  - (4) weekly or cycle profit-loss statements, including itemization of operating expenses;
  - (5) weekly itemization of any royalty payment to a Director and/or Choreographer, including method of calculation;
  - (6) tour schedule(s), and any changes thereto;
  - (7) schedule of Producer's weekly or other guarantees for a tour and/or other company;
  - (8) schedule of Producer's weekly or other participation in or share of the receipts of any tour and/or other company; and
  - (9) such other information relevant to the determination of any payment or entitlement under this Agreement.
- (B) The Producer shall notify the SDC of the following events, as and when they occur:
- (1) Recoupment and 125% recoupment;
  - (2) License of a production or tour which will be covered under this Agreement;
  - (3) Commitment to establish an Other Company covered under this Agreement; and
  - (4) Such other events which determine or affect any payment or entitlement hereunder.
- (C) The Producer shall provide the SDC no later than two (2) weeks after closing of a production notice of the closing date and an itemized summary of all monies paid under this Agreement in respect to such production.
- (D) Upon reasonable notice to Producer, the SDC shall have the right to audit Producer's financial books and records once yearly at the SDC's expense.

## XXII. THE OBLIGATION OF PRODUCERS WITH SUMS OWING

- (A) If a Producer has an unsatisfied arbitration award outstanding against him/her because of the non-payment to a Director or Choreographer of contractual sums due, or because of the non-payment of pension and health sums due the SDC-League Funds, or has, in writing, admitted owing sums to a Director, Choreographer or the SDC-League Funds, and, absent a written understanding for the making of said payment between the Producer and the SDC and/or the Pension or Health Funds trustees, as the case may be, said Producer shall not be permitted to undertake a first-class production until the sums due plus interest as awarded by the arbitrator, if any, have been paid in full.
- (B) Notwithstanding the foregoing, where a Producer has failed to abide by an arbitration award requiring the payment of royalties, pension or health, or where a Producer has, in writing, admitted owing royalties, pension or health, the SDC may, at its option, require said Producer to post a bond with the SDC for said Producer's next production in the amount of contractual fees and advances for Directors and/or Choreographers. Such bonds may be used by the SDC to assure contractually required payment of any sums due a Director and/or Choreographer or due the SDC-League Funds arising from said next production.
- (C) If a Producer has failed to follow the procedures of Articles IV, IV-A, V and/or VII of this Agreement within one (1) week after written notice from the SDC, then the SDC may, at its option, require said Producer to post a bond with the SDC for said Producer's next production in the amount of contractual fees and advances for Directors and/or Choreographers. Such bonds may be used by the SDC to assure the contractually required payment of any sums due a Director and/or Choreographer or due the SDC-League Funds arising from said next production.

### **XXIII. EXISTING RELATIONS**

The SDC agrees that this Agreement does not in any manner affect existing relations between Producer, Director, Choreographer and dramatist as practiced in the New York legitimate theatre in connection with the duty, authority, and control of any production.

### **XXIV. COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Producers and the SDC, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as otherwise specifically provided.

### **XXV. SEPARABILITY**

It is not the intent of either party hereto to violate any laws or any ruling or regulations of any governmental authority or agency. The parties hereto agree that in the event 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 unless the parts so



found to be void are not wholly separable from the remaining portions of this Agreement.

## XXVI. DURATION AND APPLICABILITY

This Agreement shall be effective as of September 1, 2011, and remain in effect until August 31, 2015.

IN WITNESS WHEREOF, the parties have set their hands and seals this day as indicated.

THE BROADWAY LEAGUE

By: 

Date: 6/28/12

Jason Laks, Acting Director of Labor Relations

STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC.

By: 

Date: 7/5/12

Karen Azenberg, President

## SCHEDULE A— MINIMUM FEES AND ADVANCES

### I. Broadway Musicals

|  | <u>Director</u> | <u>Choreographer</u> | <u>Dir-Chor</u> |
|--|-----------------|----------------------|-----------------|
| <u>Effective September 1, 2011</u>     |                 |                      |                 |
| Fee:                                   | \$25,290        | \$20,940             | \$ 46,230       |
| Advance:                               | <u>37,925</u>   | <u>31,605</u>        | <u>69,530</u>   |
| Total:                                 | \$63,215        | \$52,545             | \$115,760       |
| <br><u>Effective September 3, 2012</u> |                 |                      |                 |
| Fee:                                   | \$25,670        | \$21,255             | \$ 46,925       |
| Advance:                               | <u>38,495</u>   | <u>32,080</u>        | <u>70,575</u>   |
| Total:                                 | \$64,165        | \$53,335             | \$117,500       |
| <br><u>Effective September 2, 2013</u> |                 |                      |                 |
| Fee:                                   | \$26,180        | \$21,680             | \$ 47,860       |
| Advance:                               | <u>39,265</u>   | <u>32,725</u>        | <u>71,990</u>   |
| Total:                                 | \$65,445        | \$54,405             | \$119,850       |
| <br><u>Effective September 1, 2014</u> |                 |                      |                 |
| Fee:                                   | \$26,705        | \$22,110             | \$ 48,815       |
| Advance:                               | <u>40,050</u>   | <u>33,375</u>        | <u>73,425</u>   |
| Total:                                 | \$66,755        | \$55,485             | \$122,240       |

## SCHEDULE A—MINIMUM FEES AND ADVANCES, CONTD.

### II. Broadway Dramatic Production

Director

#### Effective September 1, 2011

|          |               |
|----------|---------------|
| Fee:     | \$30,555      |
| Advance: | <u>23,870</u> |
| Total:   | \$54,425      |

#### Effective September 3, 2012

|          |               |
|----------|---------------|
| Fee:     | \$31,015      |
| Advance: | <u>24,225</u> |
| Total:   | \$55,240      |

#### Effective September 2, 2013

|          |               |
|----------|---------------|
| Fee:     | \$31,635      |
| Advance: | <u>24,710</u> |
| Total:   | \$56,345      |

#### Effective September 1, 2014

|          |          |
|----------|----------|
| Fee:     | \$32,270 |
| Advance: | 25,205   |
| Total:   | \$57,475 |

# SCHEDULE B:—FORM CONTRACT



1501 Broadway, Suite 1701  
 New York, NY 10036-5653  
 TEL: 212.391.1070 FAX: 212.302.6195  
 www.SDCweb.org

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. Attach Riders to each copy as needed.

Type of Production (check one):  
 Broadway or Pre-Broadway Tour  
 Tour (check one)  Longer than 12 weeks  12 weeks or Fewer  
 Tiered Tour (check one)  Longer than 12 weeks  12 weeks or Fewer  
 SET Tour

The following constitutes our Agreement:

1. This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Pursuant to all the terms and conditions herein set forth, \_\_\_\_\_ (Producer) agrees to engage the services of \_\_\_\_\_ (Dir, Chor, D-C) and he/she agrees to accept such engagement with respect to the production of the (Dramatic Production, Musical) \_\_\_\_\_. Rehearsals are scheduled to begin on/about \_\_\_\_\_, and the first performance is scheduled on or about \_\_\_\_\_, (in the case of a limited run the scheduled closing date is \_\_\_\_\_).

2. This Agreement is subject to and incorporates all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC) and The Broadway League (League), effective September 1, 2008 (SDC-League Agreement), or its successor Agreements, and binds the undersigned to its terms for the duration of said Agreement or its successor Agreements.

**3. COMPENSATION**

FEE: In consideration of full and timely performance by Director, Choreographer, Director-Choreographer hereunder, Producer agrees to compensate Director, Choreographer, Director-Choreographer as follows:

**FEE AND PAYMENT SCHEDULE:**

|         |          |               |   |
|---------|----------|---------------|---|
| Fee     | \$ _____ | Fee Schedule: | \$ _____ upon signing this Agreement  |
| Advance | \$ _____ |               | \$ _____ on on first day of rehearsal   |
| Total   | \$ _____ |               | \$ _____ on first day of second week of rehearsal   |
|         |          |               | \$ _____ on on first day of third week of rehearsal, but not later than 1 week before 1st performance |

ROYALTY: Producer agrees to pay Director, Choreographer, Director-Choreographer weekly a sum equal to \_\_\_\_\_

The Producer is authorized to send compensation to: \_\_\_\_\_

4. The undersigned authorizes the Producer to deduct two and one-half percent (2 1/2%) of all compensation due under this Agreement, with a maximum assessment on royalties of \$10,000 for Director, \$7,500 for Choreographer or \$17,500 for Director-Choreographer from each company of the Dramatic Production/Musical per calendar year, or such other dues or assessments as the SDC shall lawfully establish, and to remit all such deductions to the 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 the SDC-League Agreement, whichever is sooner, and shall renew itself from year to year unless the undersigned gives written notice addressed to the SDC, 1501 Broadway, New York, New York 10036, at least fifteen (15) days prior to the termination date of the revocation of this authorization.

5. PENSION AND HEALTH: The Producer shall make pension and health contributions to the SDC-League Pension Fund and the SDC-League Health Fund as specified in the SDC-League Agreement.

6. GRIEVANCE OR DISPUTE: Any dispute arising out of this Agreement shall be settled pursuant to the procedures contained in Article XV of the SDC-League Agreement.

7. RIDERS: Any Riders must be attached to each copy of this Agreement.

|   |   |
|---|---|
| Accepted:                                       | Producer <u>must</u> sign contract first. |
| DIRECTOR, CHOREOGRAPHER, DIRECTOR-CHOREOGRAPHER | PRODUCER                                  |
| (Signature) _____                               | (Signature) _____                         |
| (Please print name) _____                       | (Please print name) _____                 |
| Date _____                                      | Date _____                                |
| Address _____                                   | Address _____                             |
| _____ Zip _____                                 | _____ Zip _____                           |
| Phone _____                                     | Phone _____                               |
| Social Security No. _____                       | Employer Federal ID No. _____             |
| Email address _____                             | Email address _____                       |
| Member of SDC: yes _____ no _____               | Member of the League: yes _____ no _____  |

Revised 3/8/10

**BROADWAY/TOUR**

# SCHEDULE C:— TOUR/OTHER COMPANY NOTIFICATION FORM



1501 Broadway, Suite 1701  
New York, NY 10036-5653  
TEL: 212.391.1070 FAX: 212.302.6195  
www.SDCweb.org

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## Tours and Other Companies

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This form is to be used for all First Class activity under ARTICLE V (Tours and Other Companies). Please complete this form and return to SDC via e-mail (MMelleno@SDCWeb.org) or (BWolkoff@SDCWeb.org) or fax (212) 302-6195.

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### **ARTICLE V (Tours and Other Companies)**

Production: \_\_\_\_\_

Name of Producing Entity (if different from original entity): \_\_\_\_\_

General Manager: \_\_\_\_\_

Company Manager: \_\_\_\_\_

Company Manager email address/cell phone: \_\_\_\_\_

Director: \_\_\_\_\_

Choreographer: \_\_\_\_\_

Date of 1st rehearsal: \_\_\_\_\_

Date of 1st performance: \_\_\_\_\_

Date of final performance (if known): \_\_\_\_\_

***Please forward (via e-mail or fax) a playing schedule/touring itinerary when it becomes available.***

### **Director's Terms:**

\_\_\_\_\_ Per the original contract rider for Additional Companies.

\_\_\_\_\_ Modified from the original contract rider for Additional Companies.

If the latter, please identify the terms that differ from the original rider (fee, royalty, etc.) and the details of the new terms.

### **Choreographer's Terms:**

\_\_\_\_\_ Per the original contract rider for Additional Companies.

\_\_\_\_\_ Modified from the original contract rider for Additional Companies.

If the latter, please identify the terms that differ from the original rider (fee, royalty, etc.) and the details of the new terms.

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This form completed by: \_\_\_\_\_

Date: \_\_\_\_\_

Revised 4/12/10

## **BROADWAY/TOUR**