

SHAKESPEARE AGREEMENT

Effective January 1, 2016

I. RECOGNITION

The Employer agrees to recognize Stage Directors and Choreographers Society, Inc. ("SDC") as the exclusive representative of all SDC Member Directors, Choreographers, and Fight Choreographers (Artist) hired by the Employer for the purposes of the administration of matters within the scope of this Agreement.

For all subsequent productions produced by the Employer for which an SDC Member is hired, the Employer shall be bound by this Agreement unless otherwise agreed to in writing between the Employer and SDC.

II. GENERAL PROVISIONS

- (A) No Employer may make any representation regarding the engagement of the Artist unless negotiations for an agreement for his/her services have been completed.
- (B) No Artist will be permitted to commence rehearsals until a signed and completed Individual Employment Agreement ("Form Contract" attached hereto) is filed with SDC. Employer must inform SDC of the date, time and place of the first rehearsal, and a representative of SDC shall have the right to attend such rehearsal.
- (C) The applicable provisions of this Agreement shall be deemed incorporated into the individual contract of employment between the Employer and the Artist.
- (D) Nothing contained in this Agreement shall be construed to prevent any Artist from negotiating with and obtaining from the Employer any better terms and conditions than are provided for in this Agreement without limitation.
- (E) An Artist cannot reduce any of the terms of this Agreement without the prior express written consent of SDC.
- (F) Any additionally negotiated terms or compensation shall be set forth on a Rider to the Form Contract and attached to each copy.
- (G) This Contract is not applicable for any commercial production without the prior express permission of SDC.

III. CATEGORY PLACEMENT

Theatres/Employers will be placed, with SDC approval, in the appropriate Category. A Theatre's category will be determined by the "average category" based on the following four criteria:

<u>CATEGORY</u>	<u>OPERATING BUDGET/DIVIDED BY</u> <u># OF SHOWS*</u>	<u>DAYS IN</u> <u>RESIDENCE</u>	<u>TOP TICKET</u> <u>PRICE</u>	<u># OF PERFS</u>
1	< \$100,000	0-19	\$0-\$20	1-7
2	\$100,000-\$199,999	20-25	\$21-\$25	8-16
3	\$200,000-\$299,999	26-30	\$26-\$29	17-21
4	\$300,000-\$449,999	31-38	\$30-\$39	22-26
5	\$450,000-\$649,999	39-41	\$40-\$49	27-31
6	\$650,000-\$899,999	42-45	\$50-\$59	32-36
7	\$900,000-\$1,499,999	46-50	\$60-\$69	37-41
8	\$1,500,000+	51+	\$70+	42+

**Calculated by taking the Employer's overall operating budget and dividing it by the number of shows in their season.*

The Theatre shall provide SDC with their Annual Operating Budget as well as such other financial information relevant to determination of the appropriate Category of the Theatre.

IV. MINIMUM FEES

(January 1, 2016-December 31, 2016)

<u>CATEGORY</u>		<u>DIRECTOR</u>	<u>CHOREOGRAPHER/FIGHT CHOREOGRAPHER</u>
Category 1	Fee	\$2100	\$1575
Category 2	Fee	\$3150	\$2365
Category 3	Fee	\$4200	\$3150
Category 4	Fee	\$5820	\$4365
Category 5	Fee	\$8560	\$6420
Category 6	Fee	\$13900	\$10425
Category 7	Fee	\$17000	\$12750
Category 8	Fee	\$21300	\$15975

(January 1, 2017-December 31, 2017)

<u>CATEGORY</u>		<u>DIRECTOR</u>	<u>CHOREOGRAPHER/FIGHT CHOREOGRAPHER</u>
Category 1	Fee	\$2150	\$1615
Category 2	Fee	\$3225	\$2420
Category 3	Fee	\$4375	\$3280
Category 4	Fee	\$6050	\$4540
Category 5	Fee	\$8900	\$6675
Category 6	Fee	\$14450	\$10840
Category 7	Fee	\$17680	\$13260
Category 8	Fee	\$22150	\$16615



The Director-Choreographer or Director-Fight Choreographer minimum Salary shall be equal to the combined sum of the Director and Choreographer minimums.

V. ROYALTIES/EXTENSION

Employer shall make a minimum payment of six percent (6%) of the contractual fee, for each week of performance (pro-ratable based on 7 performances) beyond the originally contracted closing date. Additional pension payments (8%) and health payments (8%) are due on any extension payments and must be paid as same accrues.

VI. PENSION AND HEALTH

The Employer shall contribute to the SDC-League Health Fund on behalf of the Director and Choreographer as provided below. Payment is due prior to the first day of rehearsal.

HEALTH

<u>CATEGORY</u>	<u>1/1/16</u>	<u>1/1/17</u>
Category 1	\$490	\$525
Category 2	\$600	\$650
Category 3	\$700	\$750
Category 4	\$900	\$1000
Category 5	\$975	\$1075
Category 6	\$1300	\$1400
Category 7	\$1500	\$1650
Category 8	\$1700	\$1850

PENSION

Employer shall contribute 8% of all compensation to the SDC-League Pension Fund on behalf of the Director and Choreographer. Payment is due prior to the first day of rehearsal.

Pension and Health on extensions/royalties shall be due as stated in Article V above.

All pension and health contributions on behalf of the Director /Choreographer shall be remitted to the following address:

**BENSERCO, Inc.
140 Sylvan Avenue
Suite 303
Englewood Cliffs, NJ 07632**

VII. SHORT-TERM CHOREOGRAPHY ON A NON-MUSICAL PRODUCTION

Employer may employ a Choreographer on a non-musical production for 13 days or fewer (which need not be consecutive). For 14 days or more a full Choreographer contract is required. Employment days shall be defined as each day or part thereof in which services are required. The minimum fee for such employment shall be as follows:

<u># OF DAYS</u>	<u>% OF DIRECTOR MINIMUM FEE</u>	<u>HEALTH</u>	<u>PENSION</u>
1-2	10%	10%	8% on all compensation
3-6	30%	30%	8% on all compensation
7-13	50%	50%	8% on all compensation

VIII. SHORT-TERM FIGHT CHOREOGRAPHY ON A MUSICAL OR NON-MUSICAL PRODUCTION

Employer may employ a Fight Choreographer for 13 days or fewer (which need not be consecutive). For 14 days or more a full Fight Choreographer contract is required. Employment days shall be defined as each day or part thereof in which services are required. The minimum fee for such employment shall be as follows:

<u># OF DAYS</u>	<u>% OF DIRECTOR MINIMUM FEE</u>	<u>HEALTH</u>	<u>PENSION</u>
1-2	10%	10%	8% on all compensation
3-6	30%	30%	8% on all compensation
7-13	50%	50%	8% on all compensation

VIX. ELECTRONIC RIGHTS

Employer shall not capture, broadcast or otherwise reproduce any part of its production of the play, or authorize or permit others to do so, without a separate written agreement with the Artist and the SDC. Filming, video-taping or recording the production without further compensation to the Artist is only permissible for the purposes of education, demonstration, documentation, portfolio and archival projects, promotion, and similar non-remunerative activity.

All capture of rehearsal and additional footage will be in consultation with the Director/Choreographer as to scheduling and content. The Theatre will make best efforts to provide 72 hours notice of any capture. The Theatre can use up to 15 minutes of edited rehearsal, performance and additional footage, and can change this content at any time, but may not serialize the production. Both parties agree that they have a mutual interest in preventing unauthorized reproduction and will take appropriate action to that end.

X. BILLING

- (A) The Artist shall receive billing in all programs, houseboards and on the show page of the Theatre's website. Such credit shall appear on a separate line and in an agreed size, type and position on which no other credit shall appear. The Employer shall also include the Artist's biographical notes in the program.
- (B) The Employer shall display the SDC logo in a conspicuous place in the program along with the following credit: "The Director (or Choreographer, Director-Choreographer, or Director-Fight Choreographer) is a member of the Stage Directors and Choreographers Society, a national theatrical labor union."

XI. PROPERTY RIGHTS

All rights in and to the direction/choreography/fight choreography conceived by the Artist in the course of the rendition of his/her services hereunder shall be, upon its creation, and will remain the sole and exclusive property of the Artist; it being understood, however, that Employer shall have a perpetual and irrevocable license to use such property in any stage production of the Play for which the Artist receives no less than the compensation specified in the applicable SDC Agreement. Any additional use or license of the property by Employer shall be subject to further agreement between Employer and the Artist. The Artist reserves the right to copyright his/her direction/choreography.

XII. RIGHT OF FIRST REFUSAL

The Artist shall be given the right of first refusal to direct/choreograph the revival or remount of the Play (which is produced, co-produced or licensed by Employer and in which the production elements are maintained substantially intact.) If the Artist accepts such engagement, he/she shall receive no less than the fees and royalties specified in the applicable SDC Agreement.

XIII. TRANSFERS

- A In the event of the same physical production transferring from another Theatre to a Shakespeare Theatre, for which rehearsals are conducted, the original Director, Choreographer, or Director-Choreographer shall be afforded the first option to perform such work.
- B In the event of a co-production or transfer to a Shakespeare Theatre where the original Director, Choreographer or Director-Choreographer declines to conduct rehearsals or where no more than two (2) weeks of his/her services are required, the Theatre shall be entitled to a credit of 35% of the Director's and/or Choreographer's fee(s) paid for the prior production.
- C In the event that a production produced by a Shakespeare Theatre subsequently transfers to a Non-Shakespeare Theatre venue with the stage direction/choreography from the production substantially intact a contract for the original Director, Choreographer, or Director-Choreographer shall be filed with the SDC subject to the applicable SDC agreement.

XIV. ROTATING REPERTORY

In the case where a production is rehearsed in rotating repertory, the Theatre/Producer may request permission to utilize the actual number of rehearsal days when calculating the days in residence category. A written request and full production rehearsal schedule must be submitted for consideration.

XV. ARBITRATION OF DISPUTES

Any dispute hereunder shall be resolved by arbitration between the Employer and the SDC on behalf of the Artist in the City of New York before an Arbitrator designated in the SDC-LORT Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

XVI. TERMINATION

No Director and/or Choreographer may be dismissed, except in the case of his or her material breach of contract, without the full payment of all compensation due him/her under the contract.

XVII. DEFAULT

(A) Should any Theatre default in payments to or on behalf of a Director, Choreographer or Director-Choreographer, SDC shall give prompt notice thereof to the Theatre. Failure to cure the default according to the terms of such notification by SDC may result in: (i) a strike against the Theatre, preventing SDC members to be employed in the future or (ii) requirement of the Theatre to post a security bond for subsequent productions in which an SDC Member is employed. Such bond amount shall be a sum of money satisfactory to SDC.

(B) If the default is cured and no further default occurs for twelve (12) months following the posting of bond, the Theatre may apply to SDC to lift the bond requirement, which application shall not be unreasonably denied.

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

The following constitutes our agreement:

1. This Agreement is entered into on the ___ day of _____, 20___. Pursuant to all the terms and conditions set forth in the Shakespeare Agreement dated January 1, 2016 _____ (Employer), agrees to engage the services of _____ (Artist) as (choose one) _____ and he/she agrees to accept such engagement with respect to the production of _____. The services of the Artist shall be rendered during rehearsals of the production from _____ through _____. The Productions shall be performed through _____.
(first rehearsal) (first performance) (closing)

The Employer recognizes Stage Directors and Choreographers Society, Inc. (SDC), as the representative of the Artist.

Venue Name: _____

Budget Category: _____ # of Scheduled Performances: _____

Ticket Price Range: \$ _____ to \$ _____ Days in Residence: _____

Category: _____

2. Employer agrees to compensate Artists as follows: (Payment Schedule: 1/3 upon signing this contract; 1/3 upon first day of rehearsal; Compensation: \$ _____ 1/3 upon first day of last week of rehearsal)

3. **PENSION AND HEALTH:** The Employer shall make Pension and Health contributions based on its Category to the SDC-League Pension Fund and the SDC-League Health Fund on all compensation (including any Extension and/or Royalty payments). **Separate checks must be made out to each fund and mailed to the following address:**

BENSERCO, Inc., 140 Sylvan Avenue, Suite 303, Englewood Cliffs, NJ 07632

Pension Contribution Due \$ _____ (8%) Health Contribution Due \$ _____

4. **EXTENSIONS:** Employer shall make a minimum payment of six percent (6%) of the contractual fee, for each week of performance (proratable based on 7 performances) beyond the date specified above. Additional pension (8%) and health (8%) payments are due on any extension payments and must be paid same accrues.

5. **ARBITRATION:** Any dispute hereunder shall be resolved by arbitration between the Employer and SDC on behalf of the Artist in the city of New York before an Arbitrator designated in the SDC-LORT Agreement and otherwise pursuant to the applicable rules of the American Arbitration Association.

6. **RIDERS:** (Attach additional riders to each copy of this contract.)

Accepted:
 DIRECTOR/CHOREOGRAPHER
 (Signature) _____
 Print name _____
 Date _____
 Email _____
 Address _____
 Phone _____
 Social Security No. _____

Theatre must sign contract first
 EMPLOYER
 By (Signature) _____
 Print Name _____
 Date _____
 Email _____
 Address _____
 Phone _____
 Employer Registration No. _____

SDC APPROVAL:

By Signing below, SDC acknowledges receipt and the applicability to this agreement for this employment.

SDC approved by _____ Date _____