

DIGITAL STAGE **PRODUCTION AGREEMENT**

Please read the following Agreement carefully. The Digital Stage Production Form Contract appears at the end of this document.

- This Agreement is applicable to productions that will be delivered via a virtual platform only, with no live in-person audience. Services under this Agreement can be provided either in-person, remotely, or a combination of the two. For theatrical productions performed in front of live audiences, please contact SDC for the applicable contract.
- **An executed DIGITAL STAGE PRODUCTION FORM CONTRACT must be submitted prior to first rehearsal. Please submit FORM CONTRACTS and all riders to: Contracts@SDCweb.org**
- **PENSION & HEALTH CONTRIBUTION PAYMENTS must be paid by two (2) separate checks (one made out to “SDC-League Pension Fund” and the other to “SDC-League Health Fund”) to:**

SDC-League Pension & Health Funds
321 West 44th Street, Suite 804
New York, NY 10036

DIGITAL STAGE PRODUCTION AGREEMENT
Effective January 1, 2024

I. RECOGNITION

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

For all subsequent productions produced by the Employer for which an SDC Member is employed, the Employer shall be bound by the SDC Employment Agreement applicable to the production, 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 an Employee unless negotiations for an agreement for the Employee’s services have been completed.
- B. The Form Contract, attached hereto, must be used by the Employer for the engagement of any Employee under this Agreement. The Employer and the Employee must each file a copy of the fully executed contract with SDC prior to the first rehearsal.
- C. No Employee will be permitted to commence rehearsals until the signed Individual Employment Agreement (“Digital Stage Production Form Contract”) 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.
- D. The applicable provisions of this Employment Agreement shall be deemed incorporated into the individual contract of employment between the Employer and the Employee. The Employer, SDC, and the individual Employee shall each be bound thereby.
- E. Nothing contained in this Employment Agreement shall be construed to prevent any Employee from negotiating with and obtaining from the Employer any better terms and conditions than are provided for in this Employment Agreement without limitation.
- F. The Employer agrees that reduction by the Employee of any of the terms of this Employment Agreement shall not be effective unless the written consent of SDC is first obtained.
- G. This Agreement is not applicable, and shall not be approved by SDC, if any of its terms or conditions are below any standard of any SDC multi-employer collective bargaining agreement applicable to this type of work.
- H. Any additionally negotiated terms or compensation shall be set forth in a Rider to the Digital Stage Production Form Contract and attached to each copy.

III. PAYMENT- FEE / INITIAL STREAMING PERIOD / PAYMENT SCHEDULE

- A. **PAYMENT – FEE:** The Employer shall file a “Digital Stage Production Form Contract” for each Employee covered under this Employment Agreement and pay to the Employee **no less than eight-hundred (\$800.00) dollars per week** (pro-ratable based on six (6) days) for each week or part thereof that the Employee is required to provide services under this Agreement, beginning with the first day of rehearsal through and including the completion of the Employee’s work on the production).
- B. **INITIAL STREAMING PERIOD:** Such payment at III.A. above shall grant Employer the right to simulcast live and/or host a recording of the Digital Stage Production, subject to the terms and conditions set forth at Article VIII (Electronic Rights) below, for an **“initial streaming period” of no more than four (4) consecutive weeks** with no additional payment made to the Employee. For any simulcast and/or recording presented under this Agreement after the initial streaming period, Employer shall make additional payments per Article VII (Extensions) and shall file the “Production Extension Form” attached hereto.
- C. **PAYMENT SCHEDULE:** 1/3 upon signing the contract; 1/3 upon the first day of rehearsal; 1/3 upon first day of the last week of rehearsal.
Should a production be postponed, suspended or abandoned, the Employee shall be entitled to receive their fee as it is due, as specified in this Article.

IV. PAYMENT - PENSION AND HEALTH

The Employer shall also make contributions of thirty (\$30) dollars per day to the *SDC-League Pension Fund* and thirty (\$30) dollars per day to the *SDC-League Health Fund* for each day the Employee is required to provide services. All pension and health contributions on behalf of the Employee shall be remitted to the following address:

SDC-LEAGUE PENSION & HEALTH FUNDS
321 W 44th Street Suite 804
New York NY 10036-5477

VI. EXTENSIONS

After the initial steaming period defined above, the Employer shall have the right to make the Digital Stage Production available provided the Employer shall file the “Digital Stage Production Extension Form” attached hereto, and shall pay to the Employee a minimum extension payment of no less than **five hundred (\$500.00) dollars** for each additional four (4) week streaming period, or part thereof.

Additional **pension of ten (10%) percent** shall be due on any extension payments and must be paid as same accrues. Additional health of one hundred (\$100) dollars for each additional four (4) week streaming period, or part thereof, and must be paid as same accrues.

Extension payments and benefits shall be due to the Employee and SDC along with the Digital

Stage Production Extension Form no later than ten (10) days following each additional four (4) week streaming window.

VII. ELECTRONIC RIGHTS

- A. The Employer will maintain control and ownership of all Digital Stage Production material and will ensure that it is used for no other purposes other than those expressly set forth in this provision VII. of the Agreement.

Should the Employer sub-contract a third party to effect the capture of the Digital Stage Production, the Employer will maintain control and management over the captured material.

Employer shall not license Digital Stage Production to a third-party without further written agreement between the Employer, the Employee and SDC.

Any additional usage of the capture or recording of a Digital Stage Production created by the Employer other those allowed under the express terms and the conditions of this Agreement shall require additional written agreement between the Employer, the Employee and SDC prior to any such additional usage.

- B. The Employer shall house the Digital Stage Production material on a password protected, or otherwise protected, website where viewings are nontransferable.
- C. The Employee shall have the right to view and must approve any Digital Stage Production material before it can be utilized. The Employee shall be given no less than five (5) days to review the final cut and grant approval on the Digital Stage Production material before it is made available to patrons. This review period shall not apply to any live simulcast but shall apply to a capture or recording of a live simulcast for subsequent use.
- D. If the Employer engages an individual or entity to facilitate the capture or recording of the Digital Stage Production, the Employer shall accommodate and advance the collaborative process between the Employee and the individual or entity facilitating the capture or recording.

The Employee shall have the right to be present for all production conferences, rehearsals, and other creative meetings about the capture or recording and shall be given timely, advance notice of any such gatherings.

- E. If the Digital Stage Production is to be captured/recorded and distributed, the capture or recording must portray the live presentation of the Digital Stage Production as it was directed and choreographed, with no changes, deletions, or additions (audio or visual) without the prior, express approval of the Employee, as applicable.
- F. The captured material shall be preceded by a Public Service Announcement stating:

This recording is meant for private viewing only and may not be screened for any other purpose. Under no circumstances may this recording be shared or duplicated. This recording has been made available in partnership with the employees represented by Stage Directors & Choreographers Society.” (Other unions may be included in this PSA as applicable or as required.)

G. The Employee shall receive billing as follows:

“Directed and/or Choreographed for the stage by _____.”

1. Where only a Director or Director-Choreographer is engaged, the stage Director's or Director-Choreographer's screen credit shall be accorded on a separate card. This card shall be placed prior to the presentation.
 2. Where a Director and Choreographer is engaged, the stage Director and Choreographer's screen credit shall be accorded on one separate card with Choreographer's credit no less than 50% of the type size of the Director. This card shall be placed prior to the presentation.
 3. The SDC Logo shall be displayed in the closing credits of the Captured material, along with the following credit: “The Director (and/or Choreographer or Director- Choreographer) is a Member of the Stage Directors and Choreographers Society, a national theatrical labor union.”
- H. When streaming of a specific Digital Stage Production by the Employer under this agreement has concluded, the Employer will submit to SDC a usage form that reports the production, date, location, number of attendees, ticket revenue, if any, and third-party production company, if any. SDC shall have the right to audit the viewing statistics.
- I. Digital Stage Production material shall be promptly removed from the hosting site after all streaming of the Digital Stage Production has concluded. In no event shall the capture or recording of a Digital Stage Production remain on the hosting site for more than four (4) consecutive calendar weeks, unless subject to payments due under provision VI (Digital Stage Production Extensions) of this Digital Stage Production Agreement, nor shall Digital Stage Production material be licensed or released to a third party without further written agreement between the Employer, the Employee, and SDC.

VIII. PROPERTY RIGHTS

All rights in and to any stage direction and/or choreography which constitutes intellectual property created by the Employee in the course of the rendition of the Employee's services hereunder shall be, upon its creation, and will remain the sole and exclusive property of the Employee; it being understood, however, that the Employer shall have a perpetual and irrevocable license to use such property in any stage production of the Play for which the Employee receives no less than the compensation due in the applicable SDC Agreement. Any

additional use or license of the property by the Employer shall be subject to further agreement between the Employer and the Employee. The Employee reserves the right to copyright the Employee's direction and/or choreography.

X. RIGHT OF FIRST REFUSAL

The Employee shall be given the right of first refusal to direct/choreograph the subsequent production of the Play produced, co-produced or licensed by Employer. If the Employee accepts such engagement, they shall receive no less than the fees and royalties specified in the applicable SDC Agreement. If the Employee is not afforded such option to direct/choreograph subsequent production of the Play, they shall receive a payment of no less than two thousand (\$2,000.00) dollars or fifty percent (50%) of the subsequent fee, whichever is greater. This payment does not grant a license to use the Employee's Property Rights.

For the avoidance of doubt, the right of first refusal granted above shall apply whether the subsequent production of the Play is digital or live and/or aural or visual.

XI. INDEMNIFICATION

The Employer shall indemnify, hold harmless and defend the Employee from any claim or liability arising from their provision of services under this Employment Agreement.

XII. ARBITRATION OF DISPUTES

Any dispute hereunder shall be resolved by arbitration between the Employer and the SDC on behalf of the Employee 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.

XIII. TERMINATION

No Employee may be dismissed, except in the case of the Employee's material breach of contract, without the full payment of all compensation due them under the contract.

XIV. DEFAULT

- A. Should the Employer default in payments to or on behalf of the Employee, SDC shall give prompt notice thereof to the Employer. Failure to cure the default within the guidelines of such notification by SDC may result in: (i) a strike against the Employer, preventing Employees to be employed in the future or (ii) requirement of the Employer to post a security bond for subsequent productions in which an Employee 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 Employer may apply to SDC to lift the bond requirement, which application shall not be unreasonably denied.

XV. SAFETY AND HEALTH

The Employer and SDC Member Directors and Choreographers recognize that it is in their mutual best interest to promote safe and healthy conditions in the Employer's theatre. The Employer affirms that it will create a safe and healthy working environment for SDC Member Directors and Choreographers and for artists and staff with whom they interact on all productions including but not limited to the physical condition of the theatre as well as exposure to airborne infectious diseases (e.g., COVID-19). Upon the reasonable request of either the Employer or SDC, the parties shall confer and the Employer shall use its best efforts to correct conditions, when necessary and appropriate, to further such purpose. The Employer shall provide a copy of all safety rules to SDC and the SDC Members Directors and Choreographers working on a production prior to the first rehearsal.

X. NON-DISCRIMINATION; ANTI-HARASSMENT

- A. The Employer shall not discriminate against or harass any Employee in employment because of race, color, creed, national origin (including but not limited to discrimination based on hairstyle and/or hair texture), sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability or any other characteristic protected by federal, state or local law.
- B. The Employer shall not discriminate in casting against any person because of race, color, creed, national origin (including but not limited to discrimination based on hairstyle and/or hair texture), sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state or local law.
- C. The Employer affirms that categories of race, color, creed, national origin, sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state or local law, shall not be used to limit the range of work open to the Directors, Choreographers and Director-Choreographers engaged by the Employer.
- D. The Employer and SDC reaffirm their commitment to encourage and expand employment of Directors, Choreographers and/or Director-Choreographers from historically disadvantaged groups (e.g., racial, ethnic and religious minorities, female, LGBTQ+, individuals with disabilities, etc.), for all productions and promote the casting of actors and the hiring of Directors, Choreographers and/or Director-Choreographers in ways which challenge stereotypes and expectations.
- E. The Employer affirms that it will maintain a safe working environment for Directors, Choreographers and Director-Choreographers and for artists and staff with whom Directors, Choreographers and Director-Choreographers interact on all productions.
- F. SDC acknowledges that the Employer has furnished to SDC the Employer's Non-Discrimination and Anti-Harassment Policy. The Employer's policy shall be distributed

by the Employer to all contracted SDC members and said policy shall be posted on call boards both in the rehearsal room and backstage. In the event of changes to the Employer's policy, the Employer shall submit said changes to SDC within thirty (30) days, and SDC shall inform the Employer within thirty (30) days of any concerns related to the Employer's revised policy. To the extent not expressly provided for under such policies, in the event that an individual files a complaint pursuant to an Employer's Non-Discrimination and Anti-Harassment Policy that an SDC member allegedly engaged in harassment or discrimination, or if an SDC member filed a complaint that they were subjected to behavior in violation of the Employer's Non-Discrimination and Anti-Harassment Policy, the Employer shall:

- (1) Notify SDC of the complaint within five (5) business days by contacting the appropriate contract affairs representative.
- (2) Provide any SDC member with an opportunity to have an SDC representative attend any investigatory interview conducted in connection with the complaint.
- (3) Notify SDC of the outcome of the investigation within five (5) business days of the conclusion of the investigation including but not limited to any proposed corrective action.

DIGITAL STAGE PRODUCTION FORM CONTRACT

Any reduction of any benefit or term provided under this Agreement shall render it invalid. SDC reserves the right to reject any contract that does not meet the minimum terms. Both the Employer and the Employee are responsible for sending a copy of this contract to SDC for approval prior to the first day of rehearsal. Contracts can be filed via email: Contracts@SDCweb.org. The following constitutes our Agreement:

- This Agreement is entered into on the ___ day of _____, 20__ between _____ (the "Employer") and _____ (the "Employee") engaged as _____ with respect to the digital stage production of _____ (the "Production"). The Employee shall perform services on the following dates _____ for a total of _____ consecutive or non-consecutive days.
- Employer agrees to compensate Employee as follows:
COMPENSATION : \$ _____ Payment Schedule: 1/3 upon signing this contract; 1/3 upon first day of rehearsal; 1/3 upon first day of the last week of rehearsal.
- PENSION AND HEALTH :** For each day indicated above, the Employer shall make contributions of \$30/day to the *SDC-League Pension Fund* and \$30/day to the *SDC-League Health Fund*. **Separate checks must be made out to each fund and mailed to the following address** (or contact Pension@SDCweb.org or Health@SDCweb.org for electronic payment instructions):
SDC-League Pension & Health Funds 321 W 44th Street Suite 804 New York NY 10036-5477
PENSION: _____ days x \$30 = \$ _____ check payable to SDC-League *Pension Fund*
HEALTH : _____ days x \$30 = \$ _____ check payable to SDC-League *Health Fund*
- ELECTRONIC RIGHTS :** Such payment above shall grant Employer the right to simulcast live and/or host a recording of the Digital Production, subject to the terms and conditions set forth at Article VIII (Electronic Rights) of the SDC Digital Stage Production Agreement, for an "initial streaming period" of no more than four (4) consecutive weeks with no additional payment made to the Employee. For any simulcast and/or recording after the initial streaming period, Producer shall make additional payments per Article VII (Extensions) and shall file the "Digital Stage Production Extension Form."
- PROPERTY RIGHTS :** All rights in and to any stage direction/choreography which constitutes intellectual property created by the Employee in the course of the rendition of their services hereunder shall be, upon its creation, and will remain the sole and exclusive property of the Employee. Any additional use or license of the property by the Employer shall be subject to further agreement between the Employer, the Employee, and SDC.
- ARBITRATION :** Any dispute hereunder shall be resolved by arbitration between the Employer and the SDC on behalf of the Employee 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.
- TERMINATION :** No Employee may be dismissed without the full payment of all compensation due them under this Agreement, except in the case of their material breach of this contract.
- RIDERS :** Nothing in this Agreement shall prevent the Employee from negotiating with or obtaining from the Employer any better terms and conditions than are provided for herein. Any other compensation due the Employee or any additional terms shall be set forth in a Rider to this Agreement and attached to each copy.

Employer must sign contract first

EMPLOYER

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

Accepted.

EMPLOYEE

(Signature) _____
 (Please print name) _____
 Date _____
 Address _____ Zip _____
 Phone _____
 Email Address: _____

SDC APPROVAL: By signing below, SDC acknowledges receipt and the applicability to this agreement for this employment. This agreement shall not be approved by SDC if any of its terms or conditions are below any standard of any multi-employer collective bargaining agreement applicable to this type of work.

SDC APPROVAL : _____ Date _____

SDC DIGITAL STAGE PRODUCTION Extension Form

- After the initial steaming period defined in the Digital Stage Production Agreement, the Employer shall have the right to make the Digital Stage Production available provided the Employer shall file this Extension Form, and shall pay to the Employee a minimum extension payment of no less than five hundred (\$500.00) dollars for each additional four (4) week streaming period, or part thereof.
- Additional pension of ten (10%) percent shall be due on any extension payments and must be paid as same accrues. Additional health of one hundred (\$100) dollars for each additional four (4) week streaming period, or part thereof, and must be paid as same accrues.
- Extension payments and benefits shall be due to the Employee and SDC along with this Extension Form no later than ten (10) days following each additional four (4) week streaming window.

Employer submitting form: _____

Production: _____

Employee (SDC Member): _____

First Presentation Date: _____ **Initial Streaming End Date:** _____

**Total # of Extended
4-week Streaming Periods:** _____

	1st Extension Date	Last extension date
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**Minimum
Extension Payment:** \$ _____

**Extension Payment
Paid** \$ _____

**Total Additional
Health Due:** \$ _____

**Total Additional
Pension Due:** \$ _____

Please email this form to Contracts@SDCweb.org no later than ten (10) days following each additional four (4) week streaming window.

Pension and Health contributions must be separate checks made out to each fund and mailed to the following address (or contact pension@SDCweb.org or health@SDCweb.org for electronic payment instructions):
SDC-League Pension & Health Funds 321 W 44th Street Suite 804 New York NY 10036