

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. 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 \$25/day to the *SDC-League Pension Fund* and \$25/day to the *SDC-League Health Fund*. **Separate checks must be made out to each fund and mailed to the following address** (or contact business@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 \$25 = \$ _____ check payable to SDC-League *Pension Fund*
HEALTH : _____ days x \$25 = \$ _____ 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 _____