



**STAGE
DIRECTORS AND
CHOREOGRAPHERS
SOCIETY**

DEVELOPMENT CONTRACT

PLEASE NOTE:

Developmental work under this Agreement shall be defined as work done with (an) Actor(s) that:

- 1) has no box office income
- 2) is not open to the press
- 3) rehearsal period does not exceed three consecutive calendar weeks

For any work resulting in box office income, that is open to the press, and/or exceeding three consecutive calendar weeks of rehearsal, please contact SDC to determine the appropriate contract.

Please submit executed **CONTRACT FORMS** to SDC:

By E-mail: **Contracts@SDCweb.org**

By Mail: **SDC
321 West 44th Street, Suite 804
New York, NY 10036-5477**

Please submit PENSION & HEALTH PAYMENTS in two separate checks:

- Pension Payments to "SDC - League Pension Fund"
- Health Payments to "SDC - League Health Fund"

Please send benefit payments to:

**SDC - League Pension & Health Funds
321 W 44th Street Suite 804
New York, NY 10036-5477**

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.

DEVELOPMENT CONTRACT

Effective January 1, 2024

Developmental work under this Agreement shall be defined as work done with (an) Actor(s) that 1) has no box office income, 2) is not open to the press, and 3) rehearsal period does not exceed three consecutive calendar weeks. For any work resulting in box office income that is open to the press and/or exceeding three consecutive calendar weeks of rehearsal, please contact SDC to determine the appropriate contract.

Both the Employer and the Artist 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 to Contracts@SDCweb.org.

- This agreement is entered into on the ___ day of _____, 20__ between _____ (the "Employer") and _____ (the "Artist") engaged as _____ with respect to the _____ of _____ (the "Project"). The Artist shall work with (an) Actor(s) on the following dates _____ for a total of _____ consecutive or non-consecutive days.
- FEE :** The Employer will compensate the Artist in the amount of \$ _____ upon signing this Agreement.
- 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: SDC-League Pension and 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 :** The Employer shall not film, televise or otherwise reproduce any part of its production of the Project, or authorize or permit others to do so, without a separate written agreement with the Artist and SDC.
- BILLING :** If billing is afforded to any other artist on the project, the Director and/or Choreographer shall receive billing.
- PROPERTY RIGHTS :** All rights in and to any stage direction/choreography which constitutes intellectual property created 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 the 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 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 Artist. The Artist reserves the right to copyright his/her stage direction/choreography.
- ARBITRATION :** 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 and pursuant to the Labor Arbitration Rules of the American Arbitration Association.
- TERMINATION :** No Director and/or Choreographer may be dismissed without the full payment of all compensation due him/her under this Agreement, except in the case of his/ her material breach of this contract.
- RIDERS :** Nothing in this Agreement shall prevent the Artist from negotiating with or obtaining from the Employer any better terms and conditions than are provided for herein. Any other compensation due the Artist 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.

ARTIST

(Signature) _____
(Please print name) _____
Date _____
Address _____ Zip _____
Phone _____
Email Address _____
SDC Member in good standing? Yes No

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 developmental work.