

## SDC/Off-Broadway League Developmental Form

The following constitutes our agreement:

1. This contract is subject to the applicable terms and conditions of Article VI (H) of the SDC/Off-Broadway Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the Off-Broadway League, effective September 1, 2023, or its successor Agreements.
2. The Producer, \_\_\_\_\_ hereby engages the services of \_\_\_\_\_ (Artist) as \_\_\_\_\_ and Artist accepts such engagement with respect to the project titled \_\_\_\_\_. Artist services shall be rendered for a developmental project from \_\_\_\_\_ through \_\_\_\_\_.
3. In consideration of full and timely performance by Artist hereunder, the Producer agrees to compensate Artist as follows:  
 Compensation of \$ \_\_\_\_\_
4. Effective immediately, the undersigned assigns to the SDC, three percent (3 %) of all monies earned and to be earned as Director and/or Choreographer of the above named project and authorizes and directs the Producer to deduct such amounts and remit same to SDC. This assignment shall be irrevocable for the run of the above-named project.
5. PENSION AND HEALTH: The Employer shall make the following benefit contributions:  
**For 1-14 days of work:** \$40/day to the SDC-League Pension and Health Funds.  
 Total Benefit: \_\_\_\_\_ days x \$40 = \$ \_\_\_\_\_  
 Benefit payments shall be capped at \$280 total per SDC Member per project. "Off-Broadway Workshop Form" at Schedule "I" of Agreement applies.  
**For 15 days or more:** \_\_\_\_\_
6. INTELLECTUAL PROPERTY: Staged work by a Director or Choreographer shall not be deemed work for hire.
7. ELECTRONIC RIGHTS: Producer may utilize footage captured during a development project for archival or artistic/creative team purposes or for the purposes of fundraising or the publicity/promotion of the production without additional payment to the Director and/or Choreographer. Any commercial use of such footage shall be subject to good faith negotiation between the Director and/or Choreographer and Producer directly.
8. ARBITRATION: Per Article XX of the SDC/Off-Broadway League Agreement.
9. BILLING: If billing is afforded to any other artist on the project, the Director and/or Choreographer shall receive billing in the same size and type as the Author.
10. RIDERS: (Attach additional riders to each copy of this contract.)

The Producer and the Director and/or Choreographer each must 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.

Producer must sign contract first:

**PRODUCER**

By (Signature) \_\_\_\_\_

Please type name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Employer Registration Number \_\_\_\_\_

Accepted:

**DIRECTOR/CHOREOGRAPHER**

(Signature) \_\_\_\_\_

Please type name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

SDC Member in Good Standing?      YES      NO