

SDC/Broadway League Developmental Contract

The following constitutes our agreement:

1. This contract is subject to the applicable terms and conditions of the Developmental Work Appendix of the SDC Broadway Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the Broadway League, effective March 6, 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 _____. This activity is classified as _____.
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 AEA Work Sessions Tier 1, Tier 2, and Tier 3 (effective 9/1/23)- \$35/day to the SDC-League Pension Fund and \$35/day to SDC-League Health Fund for each day Artist is employed to work with an actor(s) in the rehearsal room or theatre.
Pension: _____ days x \$35= \$ _____ check payable to SDC-League Pension Fund
Health: _____ days x \$35= \$ _____ check payable to SDC-League Health Fund
For AEA 29 Hour Readings in which a Director and/or Choreographer works with actors in the rehearsal room or theatre **(effective 9/1/23)** - a one-time \$120 contribution to the SDC-League Pension Fund and a one-time \$80 contribution to the SDC-League Health Fund.
6. INTELLECTUAL PROPERTY: Staged work by a Director or Choreographer during Tier 1, 2 or 3 Work Sessions 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: Any dispute hereunder shall be resolved by arbitration between the Producer and SDC on behalf of the Artist, under the jurisdiction and subject to the applicable rules of the American Arbitration Association. Any dispute concerning paragraph 6 of this Agreement will be settled by a mutually-acceptable Arbitrator with relevant intellectual property expertise.
9. BILLING: If billing is afforded to any other artist on the project, the Director and/or Choreographer shall receive similar billing.
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:

EMPLOYER

By (Signature) _____

Please type name _____

Date _____

Address _____

Phone _____

Email Address _____

Copy _____

Rev. 1/16/24

Accepted:

DIRECTOR/CHOREOGRAPHER

(Signature) _____

Please type name _____

Date _____

Address _____

Phone _____

Social Security No _____

SDC Member in Good Standing Yes ___ No ___