

*The Off-Broadway League  
and the  
Stage Directors and  
Choreographers Society, Inc.*

**COLLECTIVE BARGAINING AGREEMENT**

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September 1, 2023–June 30, 2025

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THIS AGREEMENT is made as of September 1, 2023, between the Stage Directors and Choreographers Society, Inc. (hereinafter referred to as "SDC") and the Off-Broadway League (hereinafter referred to as the "League"). In consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

## I. RECOGNITION

The League, for and on behalf of its present and future Producer members, including, but not limited to, Individuals and Institutional Not-for-Profit Theatres (hereinafter called the "Producer"), agree to recognize SDC as the exclusive representative of all of the Directors and Choreographers employed by them in the Off-Broadway arena for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

Any producer, general partner, corporate officer or other principal who subscribes to this Agreement shall be bound by this Agreement for all subsequent Off-Broadway productions produced by them or any producing entity in which they participate as a producer, general partner, corporate officer, or other principal during the term of this Agreement, except as set forth in Article II below.

## II. OFF-BROADWAY AREA

- (A) Unless otherwise agreed, this Agreement is applicable to productions under the jurisdiction of Actors' Equity Association or to non-Equity productions where an SDC member is engaged, presented in any theatre having a seating capacity of 100 to 499 in the five (5) boroughs of the City of New York or in such other locations to which Producer and SDC may agree.
- (B) "Performance Art" shall be defined for the purposes of this Agreement only as "a work in which all performers are authors and where a director's and/or choreographer's services are required for no more than two (2) weeks over a four (4) week period." In the event the Director and/or Choreographer was engaged in a prior production of the work or for a prior developmental project of the work, the prior engagement shall be included in the calculation of the

aforementioned two (2) weeks. The terms of the engagement of a Director and/or a Choreographer for a work of "Performance Art" shall be negotiated on a case-by-case basis, subject to the agreement of the Producer, the Director and/or Choreographer and SDC.

### III. MEMBERSHIP, FEES AND UNION SECURITY

- (A) The Producers agree that, as a condition of employment, any Director or Choreographer hired after the execution date of this Agreement will be required to join SDC after the 30th day following their employment or the effective date of this Agreement, whichever is later. This 30-day grace period applies to the initial engagement of a Director or Choreographer, contracted for after the effective date of this Agreement. Thereafter, with respect to succeeding engagements, Directors and Choreographers, as a condition of employment, shall be or become members in good standing of SDC when hired by a Producer; provided, however, that nothing in this paragraph shall be construed to require the Producer to cease employing or refrain from employing any such person if the Producer has reasonable grounds for believing that:
- (1) Membership in SDC was not available to them on the same terms and conditions generally applicable to other members, or
  - (2) Membership in SDC was denied or terminated for reasons other than their failure to tender periodic dues, assessments and the initiation fee uniformly required by SDC as a condition of acquiring or retaining membership.
- (B) SDC agrees to admit to membership on non-discriminatory terms any present or future employee of the Producers. Moreover, SDC will not invoke any Federal statute or other laws or take any other action to bar alien Directors or Choreographers from the United States and will admit alien Directors and Choreographers to membership on a non-discriminatory basis.
- (C) SDC agrees that any initiation fee, dues, assessments, or similar charges, shall be reasonable and shall be uniformly required of all applicants and members.

- (D) The Producer shall deduct dues and assessments on any compensation payable to the Director and/or Choreographer under the Agreement and remit same to SDC, provided the Director and/or Choreographer has executed a lawful dues deduction authorization.
- (1) Dues and assessments on fees and advances shall be remitted not later than fourteen (14) days after the final payment of fee/advance is due under Article VI, Section (B);
  - (2) Dues and assessments on royalties shall be remitted not later than fourteen (14) days after payment of any royalty is due to Director and/or Choreographer under Article VII, Section (A) or Section (D).
  - (3) Dues and assessments on all other compensation shall be remitted not later than fourteen (14) days after payment is made to Director and/or Choreographer. Reimbursement for expenses and per diem payments shall not be considered compensation for the purposes of this Agreement.
- (E) SDC will establish such by-laws as will provide for honorable withdrawal and re-entry upon reasonable conditions. In no event will honorable withdrawal be conditioned on the payment by any individual of more than arrearages in dues, fines and assessments, and in no event will honorable re-entry be conditioned on the payment by any individual of a sum in excess of the initiation fee set forth in paragraph III(C) of this Agreement.

#### **IV. NON-APPLICABILITY**

It is agreed that this Agreement does not cover the Producer not previously a member of SDC, when such Producer is acting as a Producer-Director or Producer-Choreographer. No such Producer-Director or Producer-Choreographer will be induced, coerced or otherwise required to become a member of SDC. This paragraph shall not apply to any Producer-Director or Producer-Choreographer previously a member of SDC, and such person shall remain a member of SDC pursuant to this Agreement.

## V. GENERAL PROVISIONS

- (A) No Producer may make any representation regarding the engagement of a Director and/or Choreographer unless negotiations for an agreement for their services have been completed.
- (B) SDC and the League have approved a Form Contract, attached hereto as Schedule F. SDC shall provide copies to the Producers, and the Form Contract shall be used by the Producers for the employment of any Director and/or Choreographer under this Agreement. The Producer shall file a copy of the fully executed contract of every Director and/or Choreographer with SDC prior to the first rehearsal.
- (1) No Director and/or Choreographer shall be permitted to commence rehearsals until the signed Individual Employment Agreement ("Form Contract") is filed with the SDC. Producer shall 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.
- (2) Should the Producer have delivered a signed Form Contract, including appropriate Riders, to the Director and/or Choreographer, which completely and accurately reflects all understandings between the parties, prior to said first rehearsal, SDC shall not prevent the commencement of rehearsals.
- (3) The filing of Form Contracts containing at least minimum terms is required for any Director and/or Choreographer engaged, including any who may also be engaged as a staff director and/or choreographer on an annual salary at an Institutional Not-for-Profit Theatre (see Article IX below). It is understood that minimum fees and royalties, as agreed herein, may be included within any such individual's annual salary.
- (C) The applicable provisions of this Agreement shall be deemed incorporated into the individual contract of employment between each Producer and each Director and/or Choreographer. The Producer, SDC, and the individual Director and/or Choreographer shall each be bound thereby.

- (D) Nothing contained in this Agreement shall be construed to prevent any Director and/or Choreographer from negotiating with and obtaining from any Producer any better terms and conditions than are provided for in this Agreement without limitation.
- (E) The Producer agrees that reduction by any Director and/or Choreographer of any of the terms of this Agreement shall not be effective unless the written consent of SDC is first obtained, except as provided in Articles VII and VIII below.
- (F) No Director and/or Choreographer may be dismissed, unless guilty of breach of contract, without the full payment of all compensation due under the contract as same accrues.
- (G) No later than the execution of the Form Contract by the Director and/or Choreographer or seven (7) days after the Producer has executed a theatre lease or license agreement, the Producer shall notify SDC in writing of the name and number of seats of the theatre in which the production shall be presented. In the event of any change of theatre, the Producer shall promptly notify SDC of such change, including the number of seats.
- (H) The League shall provide SDC with a current list of League members and shall notify SDC as changes to such list occur, upon request of SDC.

## **VI. FEES AND ROYALTY ADVANCES**

- (A) Minimum fees and advances shall be based on the category for each production as set forth on Schedule A hereto. Minimum fees and advances for:
  - (1) Directors shall be no less than those set forth on Schedule B hereto.
  - (2) Choreographers shall receive no less than eighty (80%) percent of the amounts listed in Schedule B, as set forth on Schedule C hereto; except as otherwise provided in Article VI (G), Short Term or Specialty Choreography.

- (3) Director-Choreographers shall receive no less than one hundred eighty (180%) percent of the amounts listed in Schedule B, as set forth on Schedule D hereto.
- (4) The applicable fee in all cases shall be determined as of the date of contract signing or date of the first rehearsal, whichever is later.
- (B) One-third (1/3) of the fee is to be paid to the Director and/or Choreographer on signing of the contract or the first day of auditions, whichever first occurs. One-third (1/3) is to be paid on the first (1st) day of rehearsal, and one-third (1/3) is to be paid on the first (1st) day of the third (3rd) week of rehearsal, or the first (1st) day of the final week of rehearsal, whichever first occurs. All of the aforesaid payments are non-returnable.
- (C) If the Category changes due to 1) the addition of seats at the same theatre for commercial productions or 2) a change in the space's category based on the criteria set forth at section (B) of Schedule A, the Director and/or Choreographer shall receive the difference between the fee paid and the minimum fee payable under the larger Category.
- (D) The advance against royalties shall be considered part of the fee for all purposes under this Agreement and is non-returnable; however (except where the Director and/or Choreographer is receiving less than full contractual royalty payments pursuant to Article VII (D) below), no royalties shall be paid to a Director and/or Choreographer until the royalties due exceed the advance. Where the individual contract provides for a fee in excess of the minimum fee set forth above, the advance against royalties set forth above may be reduced by the amount of such excess, as specifically provided in a Rider to said individual contract.
- (E) If a production is abandoned, the Producer shall have no further obligation to the Director and/or Choreographer for payments due after the date of the abandonment. Any compensation due to or paid to the Director and/or Choreographer prior to the abandonment shall be unaffected by the abandonment.



(F) If a Director and/or Choreographer directed and/or choreographed a production uncovered by this Agreement and he or she is subsequently engaged to direct and/or choreograph such production under this Agreement, the Producer will receive a credit of one-half of the applicable fee and advance due hereunder, provided that each of the following conditions is met:

- (1) The prior fee and advance was at least equal to the fee and advance due hereunder:
- (2) There is no more than one week of rehearsal prior to the first paid public performance under this Agreement; and
- (3) There are no cast changes, except for understudies replacing cast members or new understudies.

(G) Short-Term Or Specialty Choreography

(1) Musicals

In the case of a Musical with a rehearsal and/or preview period of four (4) weeks or more, a Producer may employ one or more Choreographers and compensate each Choreographer as follows, according to the number of days or parts of any days in which the Choreographer shall be required to render any choreographic services ("Choreographic Work Days"):

<u>Choreographic Work Days</u>	<u>Fee &amp; Advance at Schedule C</u>	<u>Weekly Royalties at Article VII</u>
1-6 (consecutive)	25%	25%
1-6 (non-consecutive)	33%	33%
7-12 (consecutive)	50%	50%
13 or more	100%	100%

(a) When a Choreographer is employed for one (1) to six (6) non-consecutive days, two (2) days of the employment must occur during the technical rehearsal, dress rehearsal or preview period.

(b) The schedule for the Choreographer’s employment shall be mutually agreed upon between the Choreographer, the Director and the Producer, with written notice to SDC of such schedule.

(2) Non-Musicals

In the case of Non-Musicals the Producer may employ one or more Choreographers and compensate each Choreographer as follows, according to the number of days or parts of any days (which need not be consecutive) in which the Choreographer shall be required to render any choreographic services (“Choreographic Work Days”). The schedule for the Choreographer’s employment shall be mutually agreed upon between the Choreographer and the Producer, with written notice to SDC of such schedule.

<u>Choreographic Work Days</u>	<u>Fee &amp; Advances at Schedule C</u>	<u>Weekly Royalties</u>
1-2 Full Days <sup>1</sup>	10%	0
1-4 Half Days <sup>1</sup>	20%	0
3-6	30%	30% of minimum Royalties due under Article VII.
7-12	50%	50% of minimum Royalties due under Article VII.
13-18	75%	75% of minimum Royalties due under Article VII.
19 or more	100%	100% of minimum Royalties due under Article VII.

1-The election to engage Choreographer for up to (but no more than) two (2) full days, or up to (but no more than) four (4) half days shall be made at the sole discretion of the Producer, provided, however, that the Choreographer’s schedule shall be mutually agreed upon between the Choreographer and the Producer, with written notice to SDC of such schedule. For the purposes of this provision VI (G) (2), a “full-day” shall be defined as a period of more than four (4) consecutive hours in a single rehearsal day. A “half-day” shall be defined as a period of no more than four (4) consecutive hours in a single rehearsal day. Such full-days and half-days may be non-consecutive. If Producer elects the four (4) half-days option, any single rehearsal day where the Choreographer’s services

are required by Producer for more than four (4) hours shall be considered two (2) half-days. In any case, should the Producer require the Choreographer's services for more than two (2) full-days or more than four (4) half-days, as defined above, the Choreographer shall immediately become covered under the minimum terms for three-to-six (3-6) full days, and Producer shall immediately remit payment of the difference between the fee/advance, royalty, and benefits received and additional amounts due.

- (3) In all instances under this Section (G) a Producer shall make initial contributions to SDC's Pension and Health Funds in an amount equal to eight and one half (8.5%) percent of the applicable Fee and Advance payable to the Choreographer. In addition, the Producer shall make the following weekly payments to SDC's Pension and Health Funds for each week or part thereof of rehearsal and/or performance for a Choreographer covered under this Section (G):

Musical:

<u>Choreographic Work Days</u>	<u>Percentage of Weekly Payments Set Forth At Article XI Section (B)</u>
1-6 (consecutive)	25%
1-6 (non-consecutive)	33%
7-12	50%
13 or more	100%

Non-Musical:

1-2 Full Days	0
1-4 Half Days	0
3-6	30%
7-12	50%
13-18	75%
19 or more	100%

- (4) All fees and advances and pension and health fund payments due under this Section (G) shall be paid at such times as such payments are payable pursuant to Article VI Section (B) and Article XI Sections (A) and (B), respectively.

(5) Only work performed on any day prior to the official press opening (including the preview period) shall be included in determining the total number of days of employment. [No work may be required after the official press opening unless the Choreographer is receiving a weekly royalty, or as provided by Paragraph (6) below.]

(6) Post-Opening Services of Short-Term Choreographer:

(a) After the official press opening of said production, Producer may request, subject to the availability of Choreographer, the services of Choreographer to recreate Choreographer's work for new and/or replacement actors at the following rates for each day or part thereof:

Commercial Category D and NFP Categories DD & EE:	<u>9/1/23</u> \$309/day	<u>7/1/24</u> \$321/day
Commercial Category C and NFP Category CC:	<u>9/1/23</u> \$258/day	<u>7/1/24</u> \$268/day
Commercial Category B and NFP Category BB:	<u>9/1/23</u> \$206/day	<u>7/1/24</u> \$214/day
Commercial Category A and NFP Categories AA & AA+:	<u>9/1/23</u> \$155/day	<u>7/1/24</u> \$161/day

(7) In the event a Choreographer employed under this provision was the Choreographer for a Prior Production of the Play, as set forth in Article XVI below, the Choreographer will receive six (6) days credit under this provision for the Prior Production (i.e., the Choreographer will receive compensation under this Section based on the first day of service counting as the seventh day).

(8) The individual contract for a Choreographer employed under this Section (G) shall state the date of the Choreographer's first rehearsal and the initial period of engagement, and shall provide a payment schedule in conformity with this Section. In the event the Choreographer renders service beyond the stated initial period of engagement, the Producer shall pay to the Choreographer any additional fee due on the first day of

such continued employment, file an Extended Activity Form (annexed hereto as Schedule G) and any additional initial pension and health contributions which may be due will be paid within fourteen (14) days. In no event, however, shall a Producer be required to pay cumulatively more than one hundred (100%) percent of the minimum fee and advance, weekly royalties and/or the pension and health contributions otherwise payable to a choreographer under this Agreement, unless otherwise specifically agreed in a rider to the individual agreement.

(H) Development Work

- (1) In the case of any workshop productions, readings or other developmental work produced by an Off-Broadway Institutional Not-For-Profit Producer and in the case of any workshop productions, readings or other developmental work considered for an Off-Broadway production by a Commercial Producer, for which the Producer employs an SDC member for fourteen (14) days or fewer, Producer shall employ such Director and/or Choreographer pursuant to the "SDC/Off-Broadway League Development Form" (annexed hereto as Schedule H) and Producer shall pay to the SDC member a minimum fee of no less than \$55 per day,, increasing to \$60 per day on July 1, 2024. Additionally, Producer shall pay to the SDC/League Pension and Health Funds \$35 for each day of rehearsal, increasing to \$40 on July 1, 2024. For the purposes of this provision, payments to the SDC-League Pension and Health Funds shall be capped at \$245 total per SDC member, per contract, increasing to \$280 on July 1, 2024. Such payment shall only be made for days when the SDC member is rehearsing with (an) Actor(s). For clarity, it is not intended that any payment shall be made when the SDC member only attends or observes developmental work. SDC shall determine annually what portion of the benefit contributions is payable to each Fund.
- (2) In the case of any developmental work produced by an Off-Broadway Institutional Not-For-Profit Producer and in the case of any developmental work considered for an Off-Broadway production by a Commercial

Producer, for which the Producer employs an SDC member for more than fourteen (14) days, the Producer shall employ such Director and/or Choreographer pursuant to the "SDC-Off Broadway Workshop Form" (annexed hereto as Schedule I). Pursuant thereto the Producer shall pay the SDC member no less than \$800 per week or part thereof, increasing to \$850 on July 1, 2024, commencing on the first day of such employment. Additionally, the Producer shall pay to the SDC/League Pension and Health Funds the weekly contributions specified in Article XI (B) (2) of this Agreement for each week of employment or part thereof.

(I) Fight Choreography

(1) In the event that a Producer elects to employ a member of SDC to choreograph fights and/or other forms of stage violence, the Producer shall employ such Choreographer pursuant to the SDC/Off-Broadway Form Contract, attached hereto as Schedule F.

(a) The salary/fee shall be negotiable between the Producer and Choreographer (and inserted into the Form Contract upon agreement between the Producer and Choreographer), irrespective of any minimum rates herein.

(b) The Producer shall pay to the SDC/League Pension Fund 4.5% of such compensation as negotiated above, and the Producer shall pay to the SDC/League Health Fund 4% of such compensation as negotiated above.

(c) If a Director and/or Choreographer contracted for a specific production also choreographs fights and/or other forms of stage violence for that same production, the Producer shall not be required to file a separate contract or pay additional compensation.

For clarity, this provision is only applicable when a Producer engages a member of SDC for fight choreography, and Article III (Membership, Fees, and Union Security) shall not apply. The term of this provision, Article VI (I),

shall survive the expiration of this Agreement and shall remain in effect for eight (8) years and shall not be subject to negotiation prior to the end of such period.

## VII. ROYALTIES

- (A) The Director shall receive a minimum guaranteed royalty payment of two (2%) percent on all Gross Weekly Box Office Receipts; the Choreographer shall receive a minimum guaranteed royalty payment of one and one-half (1-1/2%) percent on all Gross Weekly Box Office Receipts; and the Director-Choreographer shall receive two and three-quarters (2-3/4%) percent on all Gross Weekly Box Office Receipts.
- (B) The payments are to be made to the Director and/or Choreographer no later than seven (7) days after the end of each performance week, and must be accompanied by a box office statement.
- (C) For purposes of calculating royalties, Gross Weekly Box Office Receipts shall be the gross box office receipts as evidenced by box office statements prepared and signed by the theatre and the Producer or their representative after the following deductions:
  - (1) Any Federal or other admission taxes.
  - (2) Commissions paid in connection with theatre parties, group sales, benefits, automated ticket distribution or remote box offices, e.g. Telecharge, TicketMaster (but not ticket brokers) and credit cards.
  - (3) Sums paid to the Pension and Health/Welfare and Annuity Funds of theatrical unions.
  - (4) Subscription fees.
  - (5) Receipts from Actors' Fund benefit performances.
  - (6) Payments made re New York City Occupancy Tax Law.
  - (7) Payments made pursuant to New York City Business Tax (Gross Receipts Tax).

(8) Other deductions and payments similar to those aforesaid.

(D) Royalties based on percentage of Net Operating Profits ("NOP")

Whenever a Producer compensates the Director and/or Choreographer under this subsection, nothing in this Agreement shall preclude any method or form (including, without limitation, royalty pools) for determining the royalties due to a Director and/or Choreographer, provided that the Director and/or Choreographer receives the following minimum payments:

(1) Musicals

(a) Director

The greater of i) 5.5% of weekly NOP until 200% of recoupment, and 6.875% thereafter; or ii) the minimum weekly guarantee of \$546 for Category C&D, increasing to \$568 on July 1, 2024, and \$441 for Category A&B theatres, increasing to \$458 on July 1, 2024.

(b) Choreographer

The greater of i) 4.4% of weekly NOP until 200% of recoupment, and 5.5% thereafter; or ii) the minimum weekly guarantee of \$409 for Category C&D theatres, increasing to \$425 on July 1, 2024, and \$331 for Category A&B theatres, increasing to \$344 on July 1, 2024.

(c) Director-Choreographer

The greater of i) 7.7% of weekly NOP until 200% of recoupment, and 9.625% thereafter; or ii) the minimum weekly guarantee of \$750 for Category C&D theatres, increasing to \$780 on July 1, 2024, and \$608 for Category A&B theatres, increasing to \$632 on July 1, 2024.

(2) Non-Musicals

(a) Director

The greater of i) 7% of weekly NOP until 200% of recoupment, and 8.75% thereafter; or ii) the weekly minimum guarantee of \$546 for Category C&D theatres, increasing to \$568 on on July 1, 2024, and \$441 for Category A&B theatres, increasing to \$458 on July 1, 2024.



- (3) Notwithstanding the foregoing, if a production has recouped one hundred (100%) percent of production costs, and if the Producer elects to pay royalties based on the NOP thereafter, the NOP will remain in effect for the remainder of the run of the production. In the event that recoupment occurs in mid-cycle, recoupment will be deemed to occur at the end of such cycle. (see Rule E below)
  - (4) There shall be no cap on profit payments based on NOP.
  - (5) Only the amount above the minimum weekly guarantee may be recouped against the advance.
  - (6) See Article XVIII(A)(1), Producer's Reporting Requirements.
- (E) The Producer may implement payment based on NOP for a twelve (12) week cycle (the "Cycle"). The weekly operating profits and/or losses shall be averaged over a four (4) week period (except for the periods which include the closing week and the week including December 31<sup>st</sup>, such periods to be 3, 4, 5 or 6 weeks, as necessary), commencing with the first week of the Cycle. Payment based on NOP shall be in effect unless Producer provides notice to SDC. Timely submission of Royalty reports (as required under Article XVII (A)) will be deemed notice of whether or not the NOP will be implemented. No reductions in royalties, other than the six (6) weeks of reductions provided for in Article VIII below and the reduced payments provided for in this Section (D), if applicable, shall be permitted under this Agreement.

## VIII. ROYALTY REDUCTIONS

- (A) Notwithstanding the foregoing, a reduction of royalties of not more than six (6) weeks' duration, which need not be consecutive, may be made without consent of SDC, if an agreement, in writing, for such reduction is signed by the Producer and the Director and/or Choreographer and filed with SDC within one (1) week after the reduction is agreed upon.
- (B) A producer may apply to SDC, with the consent of the Director and/or Choreographer, for approval of additional periods of reduced royalties. The

Producer shall specifically address: (i) how the additional period of reduced royalties may foreseeably lead to the extension of the production beyond the waiver period; and (ii) what revenue sources, if any, from the production may be made available to repay any waivers permitted by SDC. Such requests will not be unreasonably denied. SDC agrees to meaningfully confer with Producer regarding any such requests in a timely manner.

## IX. INSTITUTIONAL NOT-FOR-PROFIT THEATRES

Notwithstanding Articles VI, VII and VIII above, Institutional Not-for-Profit Theatres shall be afforded the following minimum Fee and Royalty structure:

- (A) Advance against royalty payments, as provided for in Article VI of this Agreement, shall not be required. The minimum fees for Directors, Choreographers and Director-Choreographers shall be based upon the seating capacity of the theatre according to Schedules B, C and D, attached hereto.
- (B) Weekly royalty payments shall be made to Directors at a minimum rate of two (2%) percent of the Gross Weekly Box Office Receipts, to Choreographers at a minimum rate of one and one-half (1-1/2%) percent of the Gross Weekly Box Office Receipts, and to Director-Choreographers at a minimum rate of two and three-quarters (2-3/4%) percent of the Gross Weekly Box Office Receipts, commencing with the seventh (7th) week of performance, and the provisions of Article VIII above shall not apply.

Following a run of twelve (12) weeks, the Not-for-Profit Producer shall have the right to apply the Royalty Reduction provision of Article VIII upon proving financial hardship to the satisfaction of the SDC. Following a run of twelve (12) weeks, the Not-for-Profit Producer shall have the right to implement the royalty structure pursuant to Article VII (D).

- (C) If a Director and/or Choreographer provides services (other than normal maintenance services) for any period of time beyond the six (6) weeks following the first paid public performance, then they shall be entitled to no less than twenty-five (25%) percent of their original contractual fee.

## X. PER DIEM AND OTHER EXPENSES

- (A) Tourist-class transportation and out-of-town expenses under all contracts, whenever executed, are to be paid to the Director and/or Choreographer. Per diem payments shall be required when the Director and/or Choreographer is required by the Producer to be seventy-five (75) miles from home or more than one and one-half (1-1/2) hours traveling time from home.
- (B) The minimum per diem rate shall be \$300 for Commercial productions and \$298 for Not-for-Profit Theatres.
- (C) All out-of-pocket expenses related to the production, approved by the Producer, shall be reimbursed within seven (7) business days of receipt of the written request from the Director and/or Choreographer.
- (D) If there is agreement between the Producer and the Choreographer that pre-production work is necessary and that a dance studio, accompanist and/or an assistant are required, the Producer shall assume all expenses therefore.

## XI. PENSION AND HEALTH

- (A) Initial Contributions. Producers shall contribute to SDC's Pension and Health Funds an amount equal to eight and a half (8.5%) percent of the Fee and Advance due to a Director and/or Choreographer under this Agreement. Such payment shall be due no later than fourteen (14) days after the last payment of the Fee and Advance payable to the Director and/or Choreographer.
- (B) Weekly Contributions.

(1) In addition, the Producers shall contribute to SDC's Pension and Health Funds the following amounts for each employed Director and/or Choreographer for each week or part thereof of rehearsal and/or performance, which payment shall be due no later than fourteen (14) days after the end of each performance week: performance, which payment shall be due no later than fourteen (14) days after the end of each performance week.

9/1/23– 6/30/24	7/1/24– 6/30/25
\$445	\$452

(2) Notwithstanding the foregoing, Institutional Not-for-Profit Theatres covered under this Agreement shall contribute to SDC's Pension and Health Funds the following amounts for each employed Director and/or Choreographer for each week or part thereof of rehearsal and/or performance, which payment shall be due no later than fourteen (14) days after the end of each performance week.

9/1/23– 6/30/24	7/1/23– 6/30/24
\$386	\$393

(3) In the event that the Producer employs a Director-Choreographer, the Producer shall contribute the health payment due for a single director and double the pension amount due for a single director.

(C) Producers shall also pay an amount equal to eight (8%) percent of the contractual fee/advance for any additional companies, but shall make weekly payments for only one (1) company, regardless of the number of companies of the Producer presenting the production under this Agreement. Notwithstanding

the foregoing, if an additional company is directed by a Restager [see Article XVII (A)(4) ], Producer shall make weekly payments for such company in addition to any weekly payments the Producer is making on behalf of the original Director and/or Choreographer for another company.

- (D) SDC shall decide what portion of the initial eight (8%) percent payment and of the weekly payments shall be payable to each Fund.
- (E) Notwithstanding the foregoing, in the event a Director and/or Choreographer is covered by an Institutional Not-for-Profit Theatre's pension or health plan through their full-time employment at the Institutional Not-for-Profit Theatre, the Institutional Not-for-Profit Theatre shall be relieved of its obligations to make duplicate contributions to the SDC/League Funds. However, if a Director and/or Choreographer is covered by the Institutional Not-for-Profit Theatre's pension plan but is not vested in such plan at the termination of their full-time employment by the Institutional Not-for-Profit Theatre, then the Institutional Not-for-Profit Theatre shall contribute to the SDC/League Pension Fund an amount equal to the contribution which would have been due under the SDC/League Off-Broadway Agreement for each production they directed and/or choreographed during their tenure as a staff Director and/or Choreographer at the Institutional Not-for-Profit Theatre under this Agreement.

## **XII. ELECTRONIC RIGHTS, TRANSMISSION & REPRODUCTION**

- (A) Except as otherwise permitted in Section XIII, with the agreement of the Director and the Choreographer, if a Choreographer is employed, a Producer's production of a play may be, in whole or in substantial part, electronically reproduced and broadcast or transmitted on a single platform as presented in the stage production. The Producer shall pay, or cause to be paid, to the covered Director and/or Choreographer of the stage production, a payment of no less than a sum equal to the then-applicable minimum fee and advance no later than thirty (30) days following any such electronic reproduction or transmittal. Short-term choreographer shall be paid a percentage of the minimum choreographer's fee based on the percentage set-forth under Article VI (G). Any use beyond the initial

broadcast event or transmission is subject to good faith negotiations between the Producer, the Director and/or Choreographer and SDC. The parties agree that "initial broadcast" shall be defined prior to broadcast and may include multiple broadcasts over an extended period of time. It is the parties' intention, however, to limit initial broadcast to only those broadcasts which are guaranteed or committed under the applicable agreement, and any subsequent broadcast may require additional compensation over which the parties will negotiate in good faith. It is further understood that the payment for the "initial broadcast" shall not include compensation for rights to transmit, stream, offer on "pay per view," etc., or to market and sell DVDs or other recordings of the production without negotiating in good faith additional compensation to the Director, Choreographer, or Director-Choreographer for such rights.

#### (B) Billing

- (1) The Director and/or Choreographer of the production shall receive billing as follows: "Directed and/or Choreographed for the stage by\_\_\_\_\_."
- (2) Where only a Director or Director/Choreographer is engaged, the stage Director's screen credit shall be accorded on a separate card. This card shall be placed either prior to the presentation or the first card following the presentation.
- (3) 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 either prior to the presentation or the first card following the presentation.
- (4) When the Producer is not producing the electronic capture or if a co-producer controls the billing, the Director and/or Choreographer of the production shall receive billing as follows:
  - (a) "Directed and/or Choreographed for the stage by\_\_\_\_\_."

- (b) Producer shall exercise best and reasonable efforts to provide in any third party agreement the billing placement for the Director and/or Choreographer as stated in articles 1(b&c) above.
- (c) In any event the SDC logo shall be included in the credits of any electronic reproduction or transmission under (A) above.

(C) Notification

- (1) Notice of all electronic reproduction or transmission, and any subsequent payments paid as required in this Article XII, if any, shall be filed with SDC within seven (7) days of activity or payment. (See Article XVIII, Producer's Reporting Requirements)
- (2) The Producer shall provide seventy-two (72) hours notice of all electronic reproductions or transmissions to the Director and Choreographer and SDC. Notice of all recognition payments paid thereafter, if any, shall be filed with SDC.

(D) Collaboration

- (1) The electronic capture of the play or musical must portray the stage production substantially as it was directed and/or choreographed.
- (2) Producer shall use best and reasonable efforts to accommodate and advance a collaborative process between the Director and/or Choreographer and the Director of the Electronic Capture.
- (3) Producer shall make best and reasonable efforts in scheduling so that the Director and/or Choreographer may participate if they are available.
- (4) Director and Choreographer must be permitted to attend the capture subject to their availability.

### **XIII. MEDIA & PROMOTION**

- (A) Except as expressly provided herein, no Producer, subsequent producer or any other third party shall broadcast, exhibit, distribute or otherwise disseminate by

any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of the production.

- (1) Where a Producer makes or causes to be made a visual and/or aural record of a production, in whole or part, edited or unedited on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, and where any part of the direction or choreography may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred hereinafter as the "Capture" or "Reproduction" of the production, and the visual and/or aural record itself, any part thereof or copy thereof, whether edited or unedited, shall be hereinafter referred to as the "Captured Material" or "Reproduction."
  - (2) The Producer's goal in any and all promotion and publicity, including the use of capture materials, is to portray the production, including the Director, Choreographer or Director-Choreographer and all other creatives, in the most favorable light. The Producer will use captured materials, provide footage and permit its use consistent with that intent.
  - (3) Captured Material may not be used to discipline Directors and/or Choreographers.
  - (4) The Producer shall receive no compensation for the exhibition of any material under the terms of this provision.
- (B) Provisions for the Capture of material
- (1) The date, time, content of material, and process of capture shall be established with meaningful consultation with the Director and/or Choreographer.
  - (2) Where practical, the Producer shall give the Director and/or Choreographer forty-eight (48) hours notice of the time of capture, but in no event less than twenty-four (24) hours notice.



- (3) No change to the staging or choreography shall be made without the approval of the Director and/or Choreographer, which shall not be unreasonably withheld.
- (C) Provisions for the Use of promotional captured material.
- (1) No more than fifteen (15) minutes of edited performance and/or rehearsal per production captured by the Producer or a third party directly engaged by the Producer shall be used for any one broadcast or webpage. The edited footage/material may depict an entire scene or musical number.
  - (2) In no event may the Producer serialize the production on one or multiple distribution points and/or delivery platforms.
  - (3) The Director and/or Choreographer shall receive billing on the Production's/Producer's website show page.
- (D) Other Uses
- (1) In the case of a transfer of a production, the originating Producer may furnish captured material to the transferee theatre/producer for promotional and publicity purposes provided the original Director and/or Choreographer are engaged in the production and transferee theatre/producer makes additional payments to the Director and/or Choreographer as negotiated by the Member and SDC.
  - (2) Without limitation as to who may view captured materials, the Director, Choreographer and/or Director-Choreographer and/or their assistants may view captured materials. Re-stagers working on their behalf may view captured materials, but only if the Director, Choreographer or Director-Choreographer's work has been licensed by the Producer.
  - (3) On web sites of the Producer (including third-party hosting sites); not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar web sites (such as Playbill.com); third-party

promotional and ticketing services (e.g. Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit arts service and arts promotion organizations (e.g., Stage Directors and Choreographers Society, Theatre Communications Group, Americans for the Arts).

- (4) SDC and the League may obtain and use footage from any production (including closed productions), for the purposes of promoting and branding SDC, the League and the industry, provided SDC and the League secure in writing all necessary permissions and pays any applicable fees for use of such material (if any), and credits are listed for SDC, Director/Choreographer, the Producer and the production.
- (E) SDC and the League share a strong mutual interest in preventing any unauthorized stage reproduction of the direction and choreography or any unlawful use of captured materials, and the League and its members and the SDC and its Members have taken and will continue to take appropriate action to advance that interest.
- (F) SDC and the League shall cooperate in joint efforts to create an archive of captured material that will be available under agreed upon and appropriate circumstances to artists, producers and theatres. These efforts will include the involvement of AEA (Actors' Equity Association) in the process to establish such archive.

#### **XIV. PARTICIPATION IN SUBSIDIARY INCOME OF THE PRODUCER**

- (A) The Director will share in a sum equal to one and one-half (1-1/2%) percent, the Choreographer will share in a sum equal to one and one-eighth (1-1/8%) percent and the Director-Choreographer shall share in a sum equal to two and three-eighths (2-3/8%) percent, of all subsidiary rights income payments received by the production company from the author or subsequent producer in connection with the production. For the avoidance of doubt, subsidiary rights income shall not include royalty income from Box Office Receipts from live theatrical productions. It is understood that there shall be no participation in any

income received by the Producer for the privilege of showing a segment of no more than fifteen (15) minutes duration of this production which is presented on television for the purpose of exploiting and advertising the current Off-Broadway production during the period of its presentation.

- (B) With regard to subsidiary rights income payments received by the production company as a result of any transaction made prior to the engagement of the Director and/or Choreographer, if the engaged Director and/or Choreographer had received any draft copy of the Play's script and/or score from the author, author's agent or the Producer prior to such transaction, then said Director and/or Choreographer shall be entitled to their full percentage participation of such subsidiary rights income payments as per paragraph (A) above.
- (C) Subsidiary rights payments from the Producer shall be calculated and paid to the Director and/or Choreographer when the cumulative amount due equals or exceeds One Hundred (\$100) dollars, but in any event at least annually, based upon the Production's annual accounting closing date.
- (D) See Article XVIII (D), Producer's Reporting Requirements.

## **XV. PROPERTY RIGHTS**

- (A) All rights in and to the direction conceived by the Director, and all rights in and to the choreography conceived by the Choreographer, in the course of the rendition of their services hereunder, shall be, upon its creation, and will remain, the sole and exclusive property of Director and/or Choreographer; it being understood, however, that Producer shall have a perpetual and irrevocable license to use such direction and/or choreography in any production of the Play from which Director and/or Choreographer receives a royalty under an applicable SDC minimum basic agreement.
- (B) The Producer is granted by the Director license to use the stage direction, and by the Choreographer license to use the choreography and staging of dances, solely in connection with this original Off-Broadway production. The Director and/or the Choreographer reserve the right to copyright any such direction

and/or choreography. Any additional use or license of same by the Producer herein shall be subject to further agreement between the parties. Producer shall not authorize the publication in any form of Director's stage directions or the Choreographer's choreographic annotation without the prior written consent of the Director and/or Choreographer.

- (C) Producer, shall not record, film, televise, or otherwise reproduce or transmit complete or partial performances of any production of the Play directed by Director, and/or choreographed by Choreographer, or authorize or permit others to do so, without first negotiating and executing a written agreement with the Director and/or Choreographer in respect thereto, except as specifically set forth in this Agreement and/or the individual contract. Notwithstanding the foregoing, Producer shall have the right to use segments of film created as B-roll footage for a production for all allowable uses under the then current Agreement Governing Employment Off-Broadway between Actors' Equity Association and the Off-Broadway League. Prior to the official press opening of the production and subject to Producer having received notice of the filming and/or advertising of the production, Producer shall make best efforts to provide telephonic notice of at least twenty-four (24) hours to the Director and/or Choreographer.

## **XVI. PRIOR PRODUCTIONS**

- (A) If a Director and/or Choreographer directed and/or choreographed a prior AEA Approved Showcase production, and the Off-Broadway rights of the same production were optioned within eighteen (18) months of the closing; or if a Director and/or Choreographer directed and/or choreographed a prior AEA New York City Letter of Agreement production, and the Off-Broadway rights of the same production were optioned within four (4) months of the closing; and if such Director and/or Choreographer is not given a bona fide offer to direct and/or choreograph the subsequent production under this Agreement, then such Director and/or Choreographer shall receive a payment of Two Thousand (\$2000) Dollars.

- (B) Amounts due the Director and/or Choreographer under this Article XVI shall be paid to the Director and/or Choreographer within seven (7) days of the signing of the contract with the subsequent Director and/or Choreographer or within seven (7) days of the first rehearsal for the subsequent production, whichever first occurs.
- (C) In the case of more than one (1) prior production, each with a different Director and/or Choreographer, then the Director and/or Choreographer of that prior production which closed last shall be covered under this Article.

## **XVII. ADDITIONAL COMPANIES, TRANSFERS, TOURS AND LICENSING**

- (A) Right of First Refusal
  - (1) The Director and/or Choreographer shall have the option to direct and/or choreograph all productions in the United States and Canada, produced, co-produced, leased or licensed by the original Producer or Producing Company. In each such instance, the Producer shall be required to offer the Director and/or Choreographer first refusal to serve as Director and/or Choreographer.
  - (2) The Director and/or Choreographer shall have the option to direct and/or choreograph all productions in the British Isles, produced or co-produced by the original Producer or Producing Company. In each such instance, the Producer shall be required to offer the Director and/or Choreographer first refusal to serve as Director and/or Choreographer.
  - (3) The Producer will make best efforts to accommodate the Director's and /or Choreographer's schedule.
  - (4) If the Director and/or Choreographer declines or is unable to direct/choreograph a subsequent production produced or co-produced by Producer, a restager shall be chosen with the written consent of the Director and/or Choreographer, such consent not to be unreasonably withheld. The restager shall be covered by the terms of this Agreement.

The restager shall receive no less than fifty percent (50%) of the fee and advance, and twenty-five percent (25%) of the royalty applicable to the subsequent production. The restager shall receive one hundred percent (100%) of the Pension and Health contributions applicable to the subsequent production. [See Article XI (C)] The declining director shall receive fifty percent (50%) of the fee and advance, and seventy five percent (75%) of the royalty applicable to the subsequent production. Nothing herein requires the producer to pay more than 100% of the applicable fee/advance and royalties to the declining director and restager.

(B) Compensation for Additional Companies, Transfers and Tours

(1) Sit Downs

- (a) If a Director and/or Choreographer elects to direct/choreograph an additional company produced or co-produced by Producer in the United States and Canada they shall receive the fee/advance as provided for in their original contract or the fee/advance applicable to the Category of the new theatre, whichever is greater, and such royalties as provided for in their initial contract.
- (b) If a Director and/or Choreographer elects to direct/choreograph an additional company produced or co-produced by Producer in the British Isles, they shall receive one hundred fifty percent (150%) of the fee/advance for a Category D theatre and such royalties as provided under this Agreement, or the compensation payable under the applicable British Equity Agreement, whichever is greater. If a Director and/or Choreographer elects to direct/choreograph an additional company in the British Isles in a theatre of fewer than 600 seats, they shall receive one hundred percent (100%) of the fee/advance for a Category D theatre and such royalties as provided under this Agreement, or the compensation payable under the applicable British Equity Agreement, whichever is greater.

- (2) Transfers by Original Producer within New York City  
(Commercial to Commercial)
- (a) If a Producer moves a production from one Off-Broadway theatre to another with no interruption of performances in excess of eight (8) weeks, the Director and/or Choreographer shall be paid the difference between the original fee/advance and the fee/advance applicable to the Category of the new theatre, if any.
- (b) In the event there is an interruption of performances for more than eight (8) weeks, the Director and/or Choreographer shall be paid twenty-five (25%) percent of the fee/advance applicable to the Category of the new theatre, which shall include up to one (1) week of their services in connection with rehearsals, technical rehearsals, and/or preview performances. If any such services of the Director and/or Choreographer are required for more than one (1) week but not more than two (2) weeks, they shall be paid fifty (50%) percent of the fee/advance applicable to the Category of the new theatre; and if any such services of the Director and/or Choreographer are required for more than two (2) weeks, they shall be paid seventy-five (75%) percent of the fee/advance applicable to the Category of the new theatre.
- (3) Not-For-Profit to Commercial Transfer
- (a) If an Institutional Not-for-Profit Producer transfers all or partial ownership and/or control of a production covered hereunder to a Commercial Producer, the Commercial Producer shall become a party to this Agreement as a condition of such transfer and shall assume all responsibilities and obligations to the Director and/or Choreographer thereafter, and:
- (i) If there is no change in theatre, the Commercial Producer shall pay the Director and/or Choreographer the difference, if any, between the original fee paid and the fee/advance

applicable to the Commercial Producer and Category of the theatre.

- (ii) If there is a change in theatre and performances are resumed within eight (8) weeks:
  - (aa) The Commercial Producer shall pay the Director and/or Choreographer the difference between the original fee and the fee/advance applicable to the Category of the new theatre, or twenty-five (25%) percent of the fee/advance applicable to the Category of the original theatre, whichever is greater, and,
  - (bb) If the services of the Director and/or Choreographer are required for more than one (1) week but less than two (2) weeks in connection with rehearsals, technical rehearsals and/or preview performances, the Director and/or Choreographer shall be paid twenty-five (25%) percent of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above. If such services of the Director and/or Choreographer are required for two (2) weeks or more, they shall be paid fifty percent (50%) of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above.
- (iii) If there is a change in theatre and there is an interruption of performances for more than eight (8) weeks:
  - (aa) The Commercial Producer shall pay the Director and/or Choreographer twenty five percent (25%) of the fee/advance applicable to the Category of the new theatre, or twenty-five (25%) percent of the



fee/advance applicable to the Category of the original theatre, whichever is greater, and,

(bb) The Director and/or Choreographer shall be paid an additional twenty-five (25%) percent of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above, and may be required to render up to one (1) week of their services in connection with rehearsals, technical rehearsals and/or preview performances. If such services of the Director and/or Choreographer are required for more than one (1) week but less than two (2) weeks, they shall be paid fifty percent (50%) of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above; and if any such services of the Director and/or Choreographer are required for two (2) weeks or more, they shall be paid seventy-five percent (75%) of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above.

(iv) In no event, however, shall the Commercial Producer be required to pay more than one hundred percent (100%) of the Fee/Advance of the Category of the new theatre.

(4) Transfers outside New York City

(a) For any production transferring from an Off-Broadway venue to a venue outside New York City, Producer shall pay the Director and/or Choreographer no less than their original contractual fee/advance or the minimum category fee/advance for the new theater, whichever is greater.

- (b) Notwithstanding the foregoing, if (i) there are no substantial changes in the production; (ii) Producer has made bona fide offers to all principal cast members and at least 50% of the cast is the same; (iii) the production transfers to no more than two (2) additional venues; the director, choreographer or director-choreographer may be compensated as follows:

Up to one (1) week of rehearsals, technical rehearsals, and/or preview performances	No less than 25% of the original contractual fee or the new stage category minimum, whichever is greater.
More than 1 week but not more than two (2) weeks of rehearsals, technical rehearsals, and/or preview performances	No less than 50% of the original contractual fee or the new stage category minimum, whichever is greater.
More than two (2) weeks but not more than three (3) weeks of rehearsals, technical rehearsals, and/or preview performances	No less than 75% of the original contractual fee or the new stage category minimum, whichever is greater.
More than three (3) weeks of rehearsals, technical rehearsals, and/or preview performances	A full fee/advance per article 4(a) above.

(5) Tours

(a) Fees

- (i) For any production originating under this Agreement that subsequently tours and is not covered by Subsection (4) above, the Director and/or Choreographer shall be paid pursuant to Schedule E.
- (ii) Notwithstanding the foregoing, if (i) there are no substantial changes in the production; (ii) Producer has made bona fide offers

to all principal cast members and at least 50% of the cast is the same; the director, choreographer or director-choreographer may be compensated as follows:

Up to one (1) week of rehearsals, technical rehearsals, and/or preview performances	No less than 25% of the tour rates per Schedule E
More than 1 week but not more than two (2) weeks of rehearsals, technical rehearsals, and/or preview performances	No less than 50% of the tour rates per Schedule E
More than two (2) weeks but not more than three (3) weeks of rehearsals, technical rehearsals, and/or preview performances	No less than 75% of the tour rates per Schedule E
More than three (3) weeks of rehearsals, technical rehearsals, and/or preview performances	A full fee per Schedule E

(b) Royalties

- (i) When a Producer receives a guaranteed lump sum, said sum, less booking commission paid to a third party, shall be the basis for the computation of royalties in lieu of Gross Weekly Box Office Receipts, as defined in Article VII (C). Any overage (as defined in XVI (4) (c) below) received by the production company in excess of the guaranteed sum shall also be included in computing royalties.
- (ii) The Director shall be paid i) the contractual weekly royalty; plus ii) in the case of a musical, 2.5% of the weekly Overage, or in the case of a Non-Musical, 3.5% of the weekly Overage; but in no event less than a weekly minimum of

\$580, of which \$290 shall be a non-returnable advance against the contractual royalty due for that week and \$290 shall be a non-returnable advance against any weekly Overage payment due for that week. On July 1, 2024, no less than \$603, of which \$301.50 shall be a non-returnable advance against the contractual royalty due for that week and \$301.50 shall be a non-returnable advance against any weekly Overage payment due for that week.

- (iii) The Choreographer shall be paid i) the contractual weekly royalty, plus ii) 1% of the weekly Overage; but in no event less than a weekly minimum of \$465, of which \$232.50 shall be a non-returnable advance against the contractual royalty due for that week and \$232.50 shall be a non-returnable advance against any weekly Overage payment due for that week. On July 1, 2024, no less than \$484, of which \$242 shall be a non-returnable advance against the contractual royalty due for that week and \$242 shall be a non-returnable advance against any weekly Overage payment due for that week.
- (iv) In the computation of the Minimum Fees and Advances under subsections (ii) and (iii) above, each amount shall be rounded off to the nearest \$1.00.
- (c) "Overage" shall be defined as the amount paid to or earned by the Producer, excluding booking commissions paid to a third party, expense reimbursements and admissions taxes, that exceeds the guarantee paid to the Producer.
- (d) No advance of royalties is required for a tour.
- (6) The Producer shall notify any co-producer, leasee or licensee that the Producer is a party to an agreement with the Director and/or Choreographer pursuant to which the Director and/or Choreographer retains Property Rights under Article XV of this Agreement. The foregoing

notwithstanding, the Producer may assign their license to use such direction and/or choreography pursuant to sub-paragraph (A) of Article XV and the provisions of this Article XVII.

- (7) If a first-class production of the original Off-Broadway play is presented, the terms and conditions of the Agreement between the SDC and The Broadway League effective as of September 1, 2011, or its successor agreements, shall be controlling.
- (8) See Article XVIII (E), Producer's Reporting Requirements.

(C) Compensation for Licensed Productions

- (1) In the case where a Director and/or Choreographer exercises first refusal to direct and/or choreograph any production licensed by the Producer and where the Producer is not a co-producer of the licensed production, the Director and/or Choreographer shall be employed under the normal and customary terms by which an SDC Member is employed at such theatre; and if the theatre has not formerly and regularly employed SDC Members, then at such normal and customary terms that prevail at a comparable theatre.
- (2) If Director and/or Choreographer elects to direct and/or choreograph such production licensed by the Producer, Director and/or Choreographer shall receive, in addition to compensation paid to Director and/or Choreographer under the applicable SDC agreement with the theatre; the following:
  - (a) Director  
The Director shall be paid twenty (20%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount shall not exceed five hundred (\$500) dollars; or 1.5% of Producer's income as above, whichever is greater.
  - (b) Choreographer

The Choreographer shall be paid fifteen (15%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount shall not exceed four hundred (\$400) dollars; or 1.2% of Producer's income as above, whichever is greater.

(c) Director-Choreographer

The Director-Choreographer shall be paid twenty-seven and one half (27.5%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount shall not exceed seven hundred (\$700) dollars; or 2.1% of Producer's income as above, whichever is greater.

(3) Notwithstanding the above in Article XVII (5) (C) (2), should the Producer's income from a licensed production be \$5,000 or less:

- (a) The Director shall be paid five (5%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third party licensing agents.
- (b) The Choreographer shall be paid four (4%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third party licensing agents.
- (c) The Director-Choreographer shall be paid nine (9%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third party licensing agents.

(4) If Director and/or Choreographer declines to direct or choreograph such production licensed by the Producer, Director and/or Choreographer shall receive the following.

- (a) Director  
The Director shall be paid twenty (20%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount shall not exceed five hundred (\$500) dollars; or 1.5% of Producer's income as above, whichever is greater.
- (b) Choreographer  
The Choreographer shall be paid fifteen (15%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount shall not exceed four hundred (\$400) dollars; or 1.2% of Producer's income as above, whichever is greater.
- (c) Director-Choreographer  
The Director-Choreographer shall be paid twenty-seven and one half (27.5%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount shall not exceed seven hundred (\$700) dollars; or 2.1% of Producer's income as above, whichever is greater.

- (5) If Director and/or Choreographer declines to direct and/or choreograph such production licensed by the Producer and the Producer provides the theatre/producer a "Show Bible," permitting the reproduction of some or all of the direction and/or choreography, then permission to use the work shall be deemed granted; provided that:
  - (a) The Producer does not modify the Director and/or Choreographer's contributions to the Show Bible and/or create any other materials for the purpose of reproducing the direction or

choreography without the Director and/or Choreographer's approval.

- (b) A copy of the Show Bible and an authorization form signed by the Producer, Director and/or Choreographer is filed with SDC. The content of the Show Bible shall be mutually approved by Director and/or Choreographer and Producer, and shall include production details that may include, without limitation, stage directions, choreography details, and/or other production details for the licensee to facilitate the recreation of the production.
- (c) Producer enters into an agreement with the licensee providing that the Show Bible may not be reproduced and must be returned to the Producer upon the close of the licensed production.
- (d) A licensing form is filed for each production, and the Director and/or Choreographer is paid no less than the following:
  - (i) Director  
The greater of a) 7.5% of the Producer's Licensing Fee, less any commissions payable to third-party licensing agents (hereinafter "Producer's Net Licensing Fee"), or b) 50% of the prevailing fee.
  - (ii) Choreographer  
The greater of a) 6% of the Producer's Net Licensing Fee, or b) 50% of the prevailing fee.
  - (iii) Director-Choreographer  
The greater of i) 10.5% of the Producer's Net Licensing Fee, or ii) 50% of the prevailing fee.
- (6) In the case of a licensed production the producer of such production shall provide the following credit, unless otherwise agreed:

"Based on the original Direction and/or Choreography of \_\_\_\_."



The Director and/or Choreographer may elect to eliminate any such credit, notwithstanding any provision of the license agreement with the Producer appearing to the contrary.

- (7) Any income of Producer from licensed productions covered under subsection (C) above shall not be considered subsidiary income under Article XIV.

## **XVIII. PRODUCER'S REPORTING REQUIREMENTS**

- (A) The weekly profit/loss statements of the Accountant for the production shall be the basis for determining weekly running expenses, operating profits or operating losses, and must be based on generally accepted accounting principles and practices as customarily employed in the theatrical industry.
  - (1) Such statements will be issued to the Director and/or Choreographer and to SDC concurrently with royalty payments disbursed, together with copies of the weekly box office statements, no later than twenty-one (21) days after the end of each performance week. At the same time, the Director and/or Choreographer and SDC will also be provided with a weekly report stating how much the Director and/or Choreographer was paid and how that amount was determined.
  - (2) For those weeks during which the Director and/or Choreographer receives royalties based gross weekly box office receipts, a copy of the weekly box office statements alone will be provided to the Director and/or Choreographer and SDC no later than seven (7) days after the end of each performance week.
- (B) The Producer shall submit to the Director and/or Choreographer, and to SDC, copies of all financial statements or reports issued by the Producer to stockholders, limited partners, joint venturers, or other backers (i.e., the investors), to substantiate recoupment of capitalization, at the same time these are sent to the aforementioned. In addition to such statements or reports, the

Director and/or Choreographer and SDC will be provided with financial statements and reports when the production recoups one hundred twenty-five (125%) percent, one hundred fifty (150%) percent and two hundred (200%) percent of capitalization.

- (C) The Producer shall submit to the Director and/or Choreographer, and to SDC, reports to substantiate the amount of all payments received by the Producer from an electronic sale. Such reports shall be submitted within seven (7) days of the Producer's receipt of each such payment, and shall include the calculation of amounts therefore due the Director and/or Choreographer under Article XII above.
- (D) The Producer shall submit to the Director and/or Choreographer, and to SDC, reports to substantiate all earnings resulting from the Producer's subsidiary rights participation. Such reports shall be submitted within seven (7) days of the Producer's receipt of such earnings and shall include the calculation of amounts therefore due the Director and/or Choreographer under Article XIV above.
- (E) The Producer shall notify SDC of all Additional Companies, Licenses, Transfers and Tours under Article XVII above.
- (F) The Producer shall include a statement of accounting, including the method of calculation, with all payments disbursed to the Director and/or Choreographer.
- (G) Institutional Not-for-Profit Theatres shall report scheduled production activity to SDC as soon as is possible after the activity is scheduled or rescheduled, and shall submit its annual audited financial statements not later than two weeks after the Theatre receives them.
- (H) Producers shall submit to SDC a copy of the Playbill of each production no later than seven (7) days following the first preview of each production.

## **XIX. NO STRIKE, NO LOCKOUT**

The parties agree that during the term of this Agreement, the Producer shall not lock out any Director and/or Choreographer, and SDC will not cause or permit any of its

members to take part in any strike, work-stoppage, slowdown, or concerted or organized curtailment of work (sympathetic, general, or any other kind) or any other interference with the operation of the Producer's business.

## **XX. LABOR MANAGEMENT COMMITTEE**

In the interest of maintaining a positive environment for the theatrical collaborative process, SDC and the Off-Broadway League shall form a Labor Management Committee, composed of an equal number of representatives appointed from SDC and the League respectively, to review practical applications of this Agreement, to entertain concession requests, or to address any problems which may arise under this Agreement. The Committee shall meet as often as it deems appropriate; provided, however, that 1) the Committee shall meet at least twice per year; 2) the Committee shall meet annually to determine categories for new and existing Institutional Not-For-Profit Theatres per Schedule A (B) of this Agreement; and 3) a request by either SDC or the League from one to the other for a meeting of the Committee will be honored within ten (10) business days.

## **XXI. ARBITRATION OF DISPUTES**

- (A) If any dispute concerning interpretation or application of this Agreement or any individual contract, oral or written, arises between SDC and the League or a Producer, or between a Director and/or Choreographer and a Producer, the parties agree that a prompt attempt will be made to settle the matter amicably.
- (B) If the matter is not resolved pursuant to paragraph (A) above, it may be submitted by either party to a Grievance Committee consisting of up to three (3) representatives of SDC and up to three (3) representatives of the League. In rendering decisions, the SDC representatives and the League representatives shall each cast, in the aggregate, one (1) vote. A decision of the Committee on a grievance or a dispute shall be final and binding on the parties only if there are two (2) concurring votes.

- (C) If the matter is not resolved pursuant to paragraph (B) above, or no Grievance Committee meeting is held within thirty (30) days of a request for a meeting, or if in the case of an alleged breach of the No-Strike, No-Lockout Clause there is no resolution within twenty-four (24) hours, either party may file a request for arbitration, in rotation, with any one of the following arbitrators:

George Nicolau

Martin Sheinman

Bonnie Weinstock

Carol Wittenberg

- If the next arbitrator is not available to conduct a hearing within thirty (30) days, the grieving party may submit the matter to the next arbitrator, in rotation. If none of the arbitrators is available to conduct a hearing within thirty (30) days, the parties shall attempt to agree on a mutually acceptable arbitrator; however, absent such agreement, the request for arbitration may be made to the American Arbitration Association. In the event of the death or resignation of one or more of the arbitrators, the parties shall agree upon a successor or successors within twenty (20) days. If the parties are unable to agree, said successor or successors shall be appointed by the American Arbitration Association.
- (D) The costs and expenses of the arbitration shall be shared equally by SDC and the Producer or Producers involved. The rules of the procedure in such arbitration shall be the applicable rules then currently published and in effect at the American Arbitration Association. All arbitration proceedings are to be conducted in the City of New York.
- (E) Where disputes are subject to arbitration under this Article, they shall be settled by arbitration in accordance with the laws of the State of New York. Arbitration shall be the sole and exclusive remedy for disputes which arise under this Agreement or under individual contracts.
- (F) No claim on behalf of a Director and/or Choreographer, other than a claim for breach of contract requiring a money award, or a claim relating to the interpretation or application of the terms of this Agreement, is within the jurisdiction of the arbitrator. In a dismissal case, the arbitrator's remedy is limited solely to full payment for all compensation due under this Agreement as same

accrues. The arbitrator shall not have the power to require a Producer or Producers to reinstate a Director and/or Choreographer who the arbitrator finds to have been discharged in breach of this Agreement or under individual contracts. In all cases the arbitrator shall limit himself/herself strictly to questions concerning interpretation and application of this Agreement and individual contracts, and shall in no way alter, amend, modify, add to or subtract from any provision of this Agreement or individual contracts. The arbitrator shall have the authority to award interest and expenses as they shall deem just and proper.

- (G) The Producer recognizes that nothing in this paragraph shall be construed as prohibiting an individual Director or Choreographer to bargain on an individual basis with an individual Producer to secure arbitration provisions conferring jurisdiction and powers upon the arbitrator in excess of the jurisdiction and powers conferred upon the arbitrator herein.
- (H) SDC and the League shall have the right to participate in all arbitration proceedings. A copy of the request of arbitration shall be served on the opposing parties, including the Producer, Director and/or Choreographer, SDC and League concurrently with the dispatch of the request to the arbitrator. A final and binding decision shall be issued within thirty (30) days after the hearing.
- (I) Any award in an arbitration with a producer who is not a member of the League shall not constitute a precedent in any subsequent arbitration between SDC and the League.

## **XXII. MAINTAINING THE QUALITY OF A PRODUCTION**

The Director and/or Choreographer will supervise and maintain the quality of the production; and, in furtherance thereof, is required to see a complete performance of the production that they have directed and/or choreographed at least once every four (4) weeks, unless the Director's and/or Choreographer's contractual obligations prevent them from doing so, in which case the Director and/or Choreographer shall see the show as soon as their contractual obligations permit. After seeing a complete performance of the production, the Director and/or Choreographer shall re-direct

and/or re-choreograph it, without any additional compensation, if they deem it necessary to do so.

### **XXIII. ARTISTIC APPROVAL**

The cast, the understudies, replacements, set designer, lighting designer, costume designer, sound designer, or any other designer(s), stage manager, choreographer(s), and other artistic collaborator or artistic consultant engaged by the Producer (which shall not include a "book doctor") shall be subject to the approval of the Director, the Author and the Producer. The company member responsible for maintaining the artistic standards of choreography and/or musical staging in a production ("captain") shall be subject to the approval of the Director and/or Choreographer to the extent that the Director and/or Choreographer are responsible for the creation of such movement. Such approvals shall not be unreasonably withheld. The Director shall be consulted prior to the engagement of the musical director, and the Choreographer shall be consulted regarding the stage floor and the costumes for all cast members who dance and the assistant choreographer, if any. Additionally, the Choreographer shall be consulted regarding any dance arranger, if not pre-selected by the composer (in which case the Producer shall provide the name of said pre-selected dance arranger in the Rider to the Choreographer's contract). In the event the Director and/or Choreographer is not available within seventy-two (72) hours to make such selection, give their approval, or be consulted, the Producer shall be free to make such selection and the Director and/or Choreographer shall be deemed to have given their consent.

### **XXIV. BILLING**

- (A) The Director shall receive billing with respect to each company in all programs and houseboards. Such credit shall appear on a separate line in an agreed size and type and position on which no other credit shall appear.
- (B) The Choreographer shall receive billing with respect to each company in all programs and houseboards. Such credit shall appear in an agreed size and type and position on a line on which no more than one (1) other credit shall appear.

- (C) The Director and/or Choreographer shall have approval of their biography. Such approval shall not be unreasonably withheld.
- (D) If a Director and/or Choreographer who has been dismissed so requests, their name shall be removed from all forms of billing.
- (E) The following notice, or other mutually acceptable written recognition, shall appear in all programs: "The Director and/or Choreographer is a member of the Stage Directors and Choreographers Society, a national theatrical labor union." Such notice will appear with the SDC logo, photo-ready copy to be supplied by SDC.
- (F) If the Author or any other artist is afforded billing, the Director and/or Choreographer shall receive billing on the Production's/Producer's website show page.

## **XXV. HOUSE SEATS**

Each Director and/or Choreographer shall have two (2) good seats set aside for them during each performance available for purchase except where there are theatre parties. They shall give the Producer seventy-two (72) hours' notice of their desire to use these seats. Each Director and/or Choreographer will keep appropriate records regarding the disposition of house seats as required by governmental agencies.

## **XXVI. SECURITY DEPOSIT**

- (A) If a Producer is in default of any fees, royalty payments and/or any pension and/or health payments, or any part thereof, not in open dispute,
  - (1) and such default continues for a period exceeding ten (10) days from notification of such default, then, SDC shall have the right to require the Producer to post a security deposit with SDC in an amount determined by the SDC/League Grievance Committee; and

- (2) then, before any future production for which a Director and/or Choreographer is employed under contract subject to this Agreement, the Producer shall be required
- (a) to pay all fees, royalties, pension and/or health arrears, and
  - (b) to deposit with SDC a sum equal to the combined applicable minimum fees and royalty advances for Directors and/or Choreographers.
- (B) The security so deposited by a Producer may be used, at the discretion of SDC, to pay fee, royalty payments and/or pension and health benefit payments which such Producer has defaulted in making. Such security shall be used only after notice of default and intention to use such security has been given in writing to the Producer by SDC with copy to the League. Such security shall not be used until default continues for a period of ten (10) days after such written notice. Any security so used will be replenished by the Producer within ten (10) days of such use or Producer shall be subject to a penalty fine of five (5%) percent of the amount of such monies used, for each ten (10) days or portion thereof during which Producer's security deposit is not replenished. (Penalty fines paid under this Article shall be disbursed to the SDC/League Health Fund.)
- (C) All monies deposited with SDC hereunder shall be held in trust in a day-to-day interest-bearing savings account, such interest to be credited to the Producer and returned, as accrued, to the Producer upon the return of monies so deposited.
- (D) Said monies shall be returned to the Producer by SDC no later than ten (10) days after the Producer has notified SDC in writing and has furnished proof to SDC that all payments due under this Agreement have been paid.
- (E) Payments for which security is deposited with SDC hereunder may be made to or for the account of Directors and/or Choreographers directly from funds held as security upon the written request of the Producer, but within the sole discretion of SDC.
- (F)



- (1) Any Producer covered by this Agreement who is not a member of the League shall be required to provide SDC with a Security Deposit in the amounts set forth in sub-paragraph (A) (2) (b) of this Article upon the filing of the Director's and/or Choreographer's individual contract(s) with SDC, or prior to auditions, whichever is earlier.
  - (2) Except as provided for in Section (G) below, productions produced by League members who have produced two previous productions as a League member or non-League Member under this Agreement and have not defaulted in meeting their obligations to SDC members in those productions shall not be required to provide SDC with a security deposit. League members who have not produced two such productions may petition SDC to waive in whole or part the requirements of a security deposit, based on their credit standing as producers or the provision of other acceptable security, and SDC will not unreasonably withhold its approval to such petitions.
  - (3) In the event that a League member provides a security deposit pursuant to Section (A) (2) above and makes full and timely payment of all fees, advances, royalties, and pension and health contributions due through the fourth week after the press opening of the production, SDC shall return the security deposited, except for an amount equivalent to eight weeks of the minimum weekly compensation due to SDC members employed for the production, including pension and health contributions.
  - (4) In the case of any League member who is not in default of any obligation to SDC or any SDC Member, a League member who is required to bond can reduce the bond by one third (1/3) after the first one third (1/3) payment has been received by the Director, Choreographer or Director/Choreographer, and notice thereof has been provided to SDC. The terms and requirements of Article XXV (Security Deposit), Section A remains in effect for defaulting Producers.
- (G) Any League Producer covered by this Agreement shall be required to provide SDC with a security deposit in the amounts set forth in sub-paragraph (A) (2) (b)

of this Article when SDC determines that a security deposit is necessary, based on the Producer's repeated delinquent payment record and/or appearance on the SDC Default List. The security deposit must be made upon filing of Director's and/or Choreographer's individual contract(s) with SDC, or two weeks prior to the first rehearsal, whichever is earlier.

## **XXVII. SOCIAL SECURITY/UNEMPLOYMENT INSURANCE**

- (A) It is understood and agreed that Director and/or Choreographer is entitled to the benefit of all Federal and State enactments constituting what is commonly known and designated as Social Security Acts or Laws including Old-Age and Unemployment Insurance and that the Producer during the term of this Agreement shall pay any and all taxes or payments required to be paid by employers under the provisions of said law. If the services of the Director and/or Choreographer are not subject to the compulsory provisions of an Unemployment Compensation (Insurance) Law of any State, then the Producer hereby agrees that they will elect to cover the Director and/or Choreographer and pay contributions on the earnings of the Director and/or Choreographer under the elective provisions of the Unemployment Insurance Law of the State of New York. If, however, the Producer is not eligible to elect to come under the New York State Unemployment Insurance Law, then they agree to elect to come under the Unemployment Compensation (Insurance) Law of the State where they have their principal place of business, or of the State of the Director's and/or Choreographer's residence, or of the State where the contract of employment was entered into.
- (B) The Producer agrees to execute and file the necessary forms required by the State Unemployment Compensation (Insurance) Law under which they have elected to cover the Director and/or Choreographer and shall notify the Director and/or Choreographer of said election. The Producer also agrees to furnish their unemployment registration number to the Director and/or Choreographer and to SDC as soon as such number is assigned to them.

- (C) It is expressly agreed that non-profit organizations, regardless of their tax-exempt status, will secure and elect Unemployment Insurance coverage pursuant to this provision; or become liable for any benefits lost by the Director and/or Choreographer as a result of their failure to obtain or maintain coverage.

## **XXVIII. SEPARABILITY**

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency. The parties hereto agree that if any provisions of this Agreement are held or constituted to be void or as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect.

## **XXIX. CANCELLATION OF EXISTING RECOGNITION AGREEMENTS**

This Agreement supersedes and renders null and void any recognition agreement heretofore executed between the Stage Directors and Choreographers Society, Inc. and any member of the Off-Broadway League.

**XXX. TERM**


This Agreement, effective September 1, 2023, shall be in full force until and including June 30, 2024.

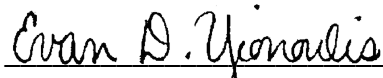
IN WITNESS WHEREOF, the parties have set their hands and seals this day as indicated.

AGREED TO AND ACCEPTED:

LEAGUE OF OFF-BROADWAY  
THEATERS AND PRODUCERS

STAGE DIRECTORS AND  
CHOREOGRAPHERS SOCIETY

  
\_\_\_\_\_  
By: Casey York  
President, League of  
Off-Broadway Theatres  
And Producers

  
\_\_\_\_\_  
By: Evan Yionoulis  
President, Stage Directors and  
Choreographers Society

Date: 10/30/2023

Date: 10/30/2023

## SCHEDULE A - CATEGORIES

(A) The category for each commercial productions shall be based on seating capacity as follows:

Category	Seating capacity
A	100 – 199 seats
B	200 – 299 seats
C	300 – 399 seats
D	400– 499 seats

(B) The category for each performance space at Institutional Not-For-Profit Theatres shall be established annually based on the average GWBOR for all productions in a Not-For Profit Theatre’s season presented in that performance space by the Theatre<sup>1</sup> for members and/or subscribers in the Institutional Not-For-Profit Theatre’s previous three fiscal years, including extensions and co-productions.

Category	3-year average GWBOR
AA	0 - \$25,000
AA+ <sup>2</sup>	0 - \$25,000
BB	\$25,001 – \$45,000
CC	\$45,001 - \$70,000
DD	\$70,001 - \$115,000
EE	\$115,001 +

1- For the avoidance of doubt, no production for which the Not-For-Profit Theatre acts only as Presenter (and not the Producer/Employer of Record having fiduciary responsibility for the production) in the venue shall be included for the purpose of categorization.

2- Theatres in the AA+ Category shall be determined by the SDC/League Labor Management Committee.

## SCHEDULE B —MINIMUM FEES FOR DIRECTORS

### Commercial Producer

		9/1/23- 6/30/24	7/1/24- 6/30/25
Category A	Fee	\$7,652	\$7,958

(100-199 Seats)	Advance	<u>\$4,963</u>	<u>\$5,161</u>
	Total	\$12,614	\$13,119
Category B (200-299 Seats)	Fee	\$9,553	\$9,935
	Advance	<u>\$5,863</u>	<u>\$6,097</u>
	Total	\$15,416	\$16,033
Category C (300-399 Seats)	Fee	\$11,456	\$11,914
	Advance	<u>\$6,768</u>	<u>\$7,039</u>
	Total	\$18,224	\$18,953
Category D (400-499 Seats)	Fee	\$13,403	\$13,940
	Advance	<u>\$9,020</u>	<u>\$9,380</u>
	Total	\$22,423	\$23,320

Institutional Not-For-Profit Producer

		9/1/23- 6/30/24	7/1/24- 6/30/25
Category AA	Fee	<u>\$7,023</u>	<u>\$7,303</u>
	Total	\$7,023	\$7,303
Category AA+	Fee	<u>\$10,031</u>	<u>\$10,432</u>
	Total	\$10,031	\$10,432
Category BB	Fee	<u>\$11,044</u>	<u>\$11,485</u>
	Total	\$11,044	\$11,485
Category CC	Fee	<u>\$11,633</u>	<u>\$12,098</u>
	Total	\$11,633	\$12,098
Category DD	Fee	<u>\$13,700</u>	<u>\$14,248</u>
	Total	\$13,700	\$14,248
Category EE	Fee	<u>\$14,679</u>	<u>\$15,266</u>
	Total	\$14,679	\$15,266

**SCHEDULE C —MINIMUM FEES FOR CHOREOGRAPHERS**

Commercial Producer

		9/1/23- 6/30/24	7/1/24- 6/30/25
Category A (100-199 Seats)	Fee	\$6,121	\$6,366
	Advance	<u>\$3,970</u>	<u>\$4,129</u>

	Total	\$10,092	\$10,495
Category B (200-299 Seats)	Fee	\$7,643	\$7,948
	Advance	<u>\$4,690</u>	<u>\$4,878</u>
	Total	\$12,333	\$12,826
Category C (300-399 Seats)	Fee	\$9,165	\$9,531
	Advance	<u>\$5,415</u>	<u>\$5,631</u>
	Total	\$14,579	\$15,162
Category D (400-499 Seats)	Fee	\$10,723	\$11,152
	Advance	<u>\$7,216</u>	<u>\$7,504</u>
	Total	\$17,938	\$18,656

Institutional Not-For-Profit Producer

		9/1/23- 6/30/24	7/1/24- 6/30/25
Category AA	Fee	<u>\$5,618</u>	<u>\$5,843</u>
	Total	\$5,618	\$5,843
Category AA+	Fee	<u>\$8,025</u>	<u>\$8,346</u>
	Total	\$8,025	\$8,346
Category BB	Fee	<u>\$8,835</u>	<u>\$9,188</u>
	Total	\$8,835	\$9,188
Category CC	Fee	<u>\$9,306</u>	<u>\$9,679</u>
	Total	\$9,306	\$9,679
Category DD	Fee	<u>\$10,960</u>	<u>\$11,398</u>
	Total	\$10,960	\$11,398
Category EE	Fee	\$11,743	\$12,213
	Total	\$11,743	\$12,213

## SCHEDULE D—MINIMUM FEES FOR DIRECTOR-CHOREOGRAPHERS

### Commercial Producer

		9/1/23- 6/30/24	7/1/24- 6/30/25
Category A (100-199 Seats)	Fee	\$13,773	\$14,324
	Advance	<u>\$8,933</u>	<u>\$9,290</u>
	Total	\$22,706	\$23,614
Category B (200-299 Seats)	Fee	\$17,196	\$17,884
	Advance	<u>\$10,553</u>	<u>\$10,975</u>
	Total	\$27,749	\$28,859
Category C (300-399 Seats)	Fee	\$20,620	\$21,445
	Advance	<u>\$12,183</u>	<u>\$12,670</u>
	Total	\$32,803	\$34,115
Category D (400-499 Seats)	Fee	\$24,126	\$25,091
	Advance	<u>\$16,235</u>	<u>\$16,885</u>
	Total	\$40,362	\$41,976

### Institutional Not-For-Profit Producer

		7/1/21- 6/30/22	7/1/22- 6/30/23
Category AA	Fee	<u>\$12,641</u>	<u>\$13,146</u>
	Total	\$112,641	\$13,146
Category AA+	Fee	<u>\$18,056</u>	<u>\$18,778</u>
	Total	\$18,056	\$18,778
Category BB	Fee	<u>\$19,879</u>	<u>\$20,674</u>
	Total	\$19,879	\$20,674
Category CC	Fee	<u>\$20,939</u>	<u>\$21,777</u>
	Total	\$20,939	\$21,777
Category DD	Fee	<u>\$24,660</u>	<u>\$25,646</u>
	Total	\$24,660	\$25,646
Category EE	Fee	<u>\$26,421</u>	<u>\$27,478</u>
	Total	\$26,421	\$27,478



SCHEDULE E—FEES FOR TOURS

		9/1/23- 6/30/24	7/1/24- 6/30/25
Minimum Fees for Directors-Musical	Fee	\$23,094	\$24,017
Minimum Fees for Choreographers- Musical	Fee	\$19,270	\$20,041
Minimum Fees for Directors-Non- Musical	Fee	\$19,589	\$20,372

# SCHEDULE F—FORM CONTRACT



321 W 44th Street, Suite 804  
 New York, NY 10036-5477  
 TEL: 212.391.1070 FAX: 212.302.6195  
 www.SDCweb.org

This Agreement must be signed in quintuplicate. The Producer/Production Company must file one copy with SDC prior to the first rehearsal. The Director, Choreographer, Director-Choreographer must file one copy with SDC prior to the first rehearsal. Each party retains one copy. One copy is for the agent or attorney of employee. Attach Riders to each copy as needed.

The following constitutes our Agreement:

1. This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Pursuant to all the terms and conditions herein set forth, \_\_\_\_\_ (Producer/Production Company) agrees to engage the services of \_\_\_\_\_ (Artist) as --select one-- \_\_\_\_\_ and Artist agrees to accept such engagement with respect to the production of the \_\_\_\_\_ (Play, Musical). Rehearsals are scheduled to begin on/or about \_\_\_\_\_, and the first paid public performance is scheduled on or about \_\_\_\_\_.

2. This Agreement is subject to and incorporates all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc.(SDC) and the League of Off-Broadway Theatres and Producers, Inc. (League), effective September 1, 2023 (SDC-League Agreement) or its successor Agreements, and binds the undersigned to its terms for the duration of said Agreement or its successor Agreements. Nothing contained in the SDC/League Agreement shall be construed to prevent any Director and/or Choreographer from negotiating with and obtaining from any Producer/Production Company any better terms and conditions than those provided for therein without limitation.

**3. COMPENSATION**

**FEE:** In consideration of full and timely performance by Director, Choreographer, Director-Choreographer hereunder, Producer/Production Company agrees to compensate Director, Choreographer, Director-Choreographer as follows:

**FEE AND PAYMENT SCHEDULE** (fee total includes nonreturnable advance against royalties)

Fee	\$ _____	Fee Schedule:	\$ _____ on signing this Agreement on first day of auditions, whichever first occurs
Advance	\$ _____		\$ _____ on first day of rehearsal
Total	\$ _____		\$ _____ on first day of third or final week of rehearsal, whichever first occurs

**ROYALTY:** Producer/Production Company agrees to pay Director, Choreographer, Director-Choreographer weekly, either a sum equal to \_\_\_\_\_ % of all gross weekly box office receipts or an NOP payment as provided in the SDC/League Agreement. *(The SDC/League Agreement includes a Producer elective NOP structure, the minimum terms of which are set forth in Article VII (D) of the SDC/League Agreement)*

The Producer/Production Company is authorized to send compensation to: \_\_\_\_\_

4. The undersigned authorizes the Producer to deduct three percent (3%) of all compensation due under this Agreement, with a maximum assessment on royalties of \$50,000 for Director, Choreographer or Director-Choreographer from each company of the Dramatic Play/Musical per calendar year, or such other dues or assessments as the SDC may lawfully establish, and to remit all such deductions to the SDC no later than seven days after such deduction is made. This authorization shall be irrevocable for a period of one year or until the termination date of the SDC- League Agreement, whichever is sooner, and shall renew itself from year to year unless the undersigned gives written notice addressed to the SDC, 321 W 44th Street, Suite 804, New York, New York 10036, at least fifteen (15) days prior to the termination date of the revocation of this authorization.

5. **PENSION AND HEALTH:** The Producer/Production Company shall make pension and health contributions to the SDC/League Pension Fund and the SDC/League Health Fund as specified in the SDC- League Agreement.

6. **GRIEVANCE OR DISPUTE:** Any dispute arising out of this Agreement shall be settled pursuant to the procedures contained in Article XIX of the SDC- League Agreement.

7. **RIDERS:** Any Rider must be attached to each copy of this Agreement.

Accepted:  
 DIRECTOR, CHOREOGRAPHER, DIRECTOR-CHOREOGRAPHER  
 (Signature) \_\_\_\_\_  
 (Please type name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email address \_\_\_\_\_  
 SDC Member in Good Standing?: Yes  No

Producer/Production Company **must** sign contract first.  
 PRODUCER/PRODUCTION COMPANY  
 (Signature) \_\_\_\_\_  
 (Please type name) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Employer Registration No. \_\_\_\_\_  
 Member of the Off-Broadway League: Yes  No

# SCHEDULE G—SHORT TERM OR SPECIALTY CHOREOGRAPHY EXTENDED ACTIVITY FORM



321 W 44th Street, Suite 804  
New York, NY 10036-5477  
TEL: 212.391.1070 FAX: 212.302.6195  
www.SDCweb.org

## SDC—Off-Broadway Short Term or Specialty Choreography Extended Activity Form

This form is to be submitted by the Producer when Short Term or Specialty Choreography service extends beyond the originally contracted Choreographic Work Days. [SDC/League Agreement, Article VI (G) (7)].

**PRODUCTION INFORMATION**

Name of Production \_\_\_\_\_  
(musical/non-musical)

Producer \_\_\_\_\_

Choreographer \_\_\_\_\_

Date of First Rehearsal \_\_\_\_\_

Initial Period of Engagement (Choreographic Work Days) \_\_\_\_\_

Extended Period of Engagement (Choreographic Work Days) \_\_\_\_\_

Total Engagement (Choreographic Work Days) \_\_\_\_\_

**FEES & ROYALTY ADVANCES**

Total Fee & Advance: \$ \_\_\_\_\_  
(including extension)

Fee & Advance  
previously paid \$ \_\_\_\_\_

Fee & Advance Due: \$ \_\_\_\_\_

SDC 2.5% Assessment on  
Additional Fee and Advance due \$ \_\_\_\_\_

**PENSION & HEALTH**

Total Initial Pension & Health: \$ \_\_\_\_\_  
(including extension)

Initial Pension & Health  
previously paid: \$ \_\_\_\_\_

Pension & Health Due: \$ \_\_\_\_\_

Musicals			
	FEES AND ROYALTY ADVANCES		PENSION & HEALTH
Choreographic Work Days	Percentage of Fee & Advance at Schedule C	Percentage of Weekly Royalties at Article VII.	Percentage of Weekly Payments Set Forth at Article XI (B)
1-6 consecutive	25%	25%	25%
1-6 non-consecutive	33%	33%	33%
7-12 consecutive	50%	50%	50%
13 or more	100%	100%	100%
Non-Musicals (which days need not be consecutive)			
	FEES AND ROYALTY ADVANCES		PENSION & HEALTH
Choreographic Work Days	Percentage of Fee & Advance at Schedule C	Percentage of Weekly Royalties	Percentage of Weekly Payments Set Forth at Article XI (B)
1-2 Full Days	10%	0%	0%
1-4 Half Days	20%	0%	0%
3-6	30%	30% of minimum Royalties due under Article VII.	30%
7-12	50%	50% minimum Royalties due under Article VII.	50%
13-18	75%	75% minimum Royalties due under Article VII.	75%
19 or more	100%	100% minimum Royalties due under Article VII.	100%

Rev: 1/14/20

# SCHEDULE H—DEVELOPMENTAL FORM



321 West 44th Street Suite 804  
New York, NY 10036-5477  
TEL: 212.391.1070 FAX: 212.306.6195  
www.SDCweb.org

## 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:** \$35/day to the SDC-League Pension and Health Funds.  
Total Benefit: \_\_\_\_\_ days x \$35 = \$ \_\_\_\_\_  
Benefit payments shall be capped at \$245 total per SDC Member per project. "Off-Broadway Workshop Form" at Schedule "I" of Agreement applies.  
**For 15 days or more:** Broadway Workshop Form" at Schedule "I" of Agreement applies.
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

# SCHEDULE I—WORKSHOP FORM



321 W 44th Street, Suite 804  
New York, NY 10036-5477  
TEL: 212.391.1070 FAX: 212.306.6195  
www.SDCweb.org

## Off-Broadway Workshop Form

This contract must be signed in quintuplicate. Attach all riders to each copy. The Producer and the Director/Choreographer/Director-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. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer/Director-Choreographer.

The following constitutes our agreement:

1. This contract is subject to all terms and conditions of the SDC/Off-Broadway Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the Off-Broadway League (Producer), effective September 1, 2023, or its successor Agreements, and binds the Theatre to its terms for the duration of said Agreement.
2. The Producer, \_\_\_\_\_ hereby engages the services of (*artist*) \_\_\_\_\_ as \_\_\_\_\_ and artist accepts such engagement with respect to the play titled \_\_\_\_\_. Artist services shall be rendered for a developmental project from \_\_\_\_\_ through \_\_\_\_\_.
3. This activity is classified as \_\_\_\_\_.
4. In consideration of full and timely performance by artist hereunder, the Producer agrees to compensate artist as follows:  
Compensation of \$ \_\_\_\_\_
5. 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 workshop production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the run of the above-named production.
6. PENSION AND HEALTH: If applicable, Producer shall make pension and health contributions to the SDC-League Pension Fund and SDC-League Health Fund as specified in the SDC Off-Broadway Agreement.
7. GRIEVANCE OR DISPUTE: Any grievance or dispute arising out of this contract shall be settled pursuant to the procedures contained in the SDC Off-Broadway Agreement.
8. RIDERS: (Attach additional riders to each copy of this contract.)

Producer must sign contract first

**PRODUCER**

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

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

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Employer Registration No. \_\_\_\_\_

Accepted:

**DIRECTOR/CHOREOGRAPHER**

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

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

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

SDC Member in Good Standing? Yes  No