

*The League of
Resident Theatres
and the
Stage Directors and
Choreographers Society, Inc.*

COLLECTIVE BARGAINING AGREEMENT

April 15, 2024–April 14, 2028

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THIS AGREEMENT, made and entered into as of April 15, 2024, by and between the LEAGUE OF RESIDENT THEATRES, herein called "LORT," 43 West 43rd Street, Suite 42, New York, NY 10036, and the STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC., herein called "SDC," having its principal office at 321 West 44th Street, Suite 804, New York, NY 10036.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PARTIES

- A. LORT is an incorporated association comprising a membership of non-profit resident Theatres, separately and independently operating in various communities throughout the United States.
- B. SDC is a labor union comprising persons active in the profession of directing and/or choreographing theatrical productions, authorized by its certificate of incorporation and applicable statutes to engage in collective bargaining.

2. RECOGNITION

The parties hereto mutually acknowledge that each is authorized and each hereby recognizes the other as the collective bargaining representative of its respective members for the purpose of negotiating terms and conditions of employment of Directors and/or Choreographers who are employed as Directors and/or Choreographers by members of LORT.

3. STAGE CATEGORIES

- A. The designation of "A+", "A", "B+", "B", "C" and "D" category stages under this Agreement shall be, except as hereinafter set forth, identical with the designations as specified in the Agreement and Rules Governing Employment in Resident Theatres between Actors' Equity Association, herein called "AEA", and LORT. If LORT and AEA negotiate a new stage category, SDC shall have the right, during the term of this Agreement, to negotiate a minimum fee and rehearsal period for the new category. The newly negotiated minimum fee and rehearsal period shall go into effect retroactively one (1) year after the effective date agreed to by LORT and AEA for the new stage category. Should LORT and SDC not be able to reach agreement on a minimum fee and rehearsal period for the new category within thirty (30) days of the commencement of negotiations, the issue shall be settled by binding arbitration.
- B. The "C" category stages shall, under this Agreement, be subdivided by seating capacity as follows:
- "C-1" ---- 450 seats or over
- "C-2" ---- under 450 seats
- C. Each LORT Theatre covered by this Agreement and its stage's category is as specified in "Schedule C" annexed hereto, but may be adjusted to a lower category for a special activity as approved by AEA with the consent of SDC, which shall not be unreasonably withheld, or by SDC. Applications for reduction in category for an entire season may be made, and SDC may not unreasonably withhold approval.
- D. For the purpose of this Agreement, an A+ category stage shall be any stage where an A+ Theatre is producing a production which is Tony-eligible. Provisions dealing with certain extended runs, tours and transfers of productions by A+ Theatres at an A+ category stage are set forth in the A+ Theatre Rider

(annexed hereto), whose terms supersede any other terms appearing to the contrary in this Agreement.

4. COVERAGE

A. This Agreement is entered into by the parties hereto only with respect to, and is applicable only to, productions hereinafter referred to as "covered productions." A "covered production" is one which is rehearsed for more than two (2) weeks or actually running for at least sixteen (16) performances, but excludes workshop productions, children's theatre productions, student audience productions, experimental productions, readings and benefits. In the case of "D" Theatres, only two (2) mainstage productions per season shall be deemed covered productions; in the case of "C-2" Theatres, all mainstage productions shall be deemed covered except for one (1); and in the case of "C-1", "C-2" and "D" second stages, only the number of productions indicated below shall be deemed covered productions:

<u>Second Stage</u>	<u>Operated By</u>	<u>Covered Productions Per Season</u>
"C-1" or higher	"B" or higher Mainstage	All
"C-1" or higher	"C-1" Mainstage	3
"C-1" or higher	"C-2" or "D" Mainstage	0
"C-2"	"B+" or higher Mainstage	All
"C-2"	"B" Mainstage	All except one (1)
"C-2"	"C-1", "C-2", or "D" Mainstage	0
"D"	"B+" or higher Mainstage	4
"D"	"B" Mainstage	3
"D"	"C-1", "C-2", or "D" Mainstage	0

B. LORT Open Contract:

1. In the event that a Theatre hires a member of SDC for short-term choreography under Article 4(D)(2) below, the Theatre shall employ such Choreographer on a LORT Open Contract, herein "LOC", annexed hereto as "Schedule G". In the event that a Theatre hires a member of SDC for other uses excluded or not comprehended by Article 4(A) above (e.g., children's theatre productions, conservatory productions), the Theatre may, in its sole discretion, employ such Director and/or Choreographer on an LOC. The LOC shall provide as follows:
 - a. The salary/fee shall be negotiable between the Theatre and Director and/or Choreographer (and inserted into the LOC upon agreement between the Theatre and Director and/or Choreographer), irrespective of any minimum rates set forth in the Minimum Fee Schedules, annexed hereto as "Schedule A."
 - b. The Theatre shall pay to the SDC-League Pension Fund 8.8% of such compensation as negotiated above, increasing to 9.68% effective April 15, 2027, and the Theatre shall contribute to the SDC-League Health Fund an amount equal to the LOC Health rate per Article 10(D) for each Director and/or Choreographer employed on an LOC.
2. The LOC will not be accepted for uncovered Main and Second Stage productions.

C. Developmental Work:

1. In the case of any workshop productions, experimental productions, readings or other developmental work for which the Theatre engages an SDC member for fourteen (14) days or fewer, the Theatre shall pay to the SDC-League Pension and Health Funds a total of \$42 for each day of

engagement. Additionally, the Theatre shall pay the Director and/or Choreographer no less than \$250 for the first day of engagement and no less than \$125 for each additional day, except that when Actor(s) are engaged pursuant to the LORT-AEA Staged Reading terms for a total of four (4) hours or fewer, payment shall be as negotiated between the Director and/or Choreographer and the Theatre (i.e., the minimum for the first day of engagement shall not apply). Such payment shall be made only for days when the SDC member is working with an Actor engaged pursuant to the LORT-AEA Staged Reading terms, Casual Employment Rider, Experimental Theatre Contract, or any other LORT-AEA developmental work contract. 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 \$42 SDC-League Pension and Health Funds contribution is payable to each Fund; however, effective April 15, 2024, no less than \$22 shall be apportioned to the SDC-League Pension Fund. The Theatre shall report such contributions and payments to SDC on the report annexed hereto as Schedule "I." Effective April 15, 2027, the contribution rate shall increase to \$44.20 for each day of engagement, and from April 15, 2027 through the term of this Agreement, no less than \$24.20 shall be apportioned to the SDC-League Pension Fund.

2. In the case of any workshop productions, experimental productions, or readings for which an SDC member is employed for more than fourteen (14) days, the Theatre shall employ such Director and/or Choreographer pursuant to an SDC-LORT Form for Workshops, Experimental Productions, and Readings ("Workshop Form"), annexed hereto as "Schedule H," providing for the following: (1) the Theatre will compensate such Director and/or Choreographer \$1,000 per week, commencing on the first day of such employment; and (2) the Theatre

shall pay to the SDC-League Pension Fund 8.8% of such compensation; and to the SDC-League Health Fund, 50% of the LOC rate (see Article 10(E)). Effective April 15, 2027, the SDC-League Pension Fund contribution rate shall increase to 9.68%.

D. Short-Term Employment of Choreographers for Non-Musical Productions:

1. Choreographers who are not SDC members and are employed for ten (10) or fewer consecutive or non-consecutive days shall not be covered by this Agreement when creating choreography for otherwise covered non-musical productions.
2. Choreographers who are SDC members and are employed for ten (10) or fewer consecutive or non-consecutive days shall be covered by this Agreement on an LOC when creating choreography for otherwise covered non-musical productions. The Theatre shall pay to the SDC-League Pension Fund 8.8% of the negotiated compensation, increasing to 9.68% effective April 15, 2027, and to the SDC-League Health Fund 50% of the LOC Health rate.
3. Choreographers employed for eleven (11) to twenty (20) consecutive or non-consecutive days on a covered non-musical production shall be employed pursuant to an SDC-LORT Contract and receive compensation based on the minimum daily rate for a Choreographer at the stage's category, prorated according to Schedule B(2). The Theatre shall pay to the SDC-League Pension Fund 8.8% of the negotiated compensation, increasing to 9.68% effective April 15, 2027 and to the SDC-League Health Fund 50% of the health payment for the stage's category.
4. When employed on a covered non-musical production for more than twenty (20) days, the Choreographer shall receive compensation at the applicable minimum fee for the stage, set forth in "Schedule A."

E. Short-Term Employment of Choreographers for Musical Productions:

1. Choreographers employed for one (1) to six (6) consecutive or non-consecutive days on a covered musical production shall be employed pursuant to an SDC-LORT Contract and receive compensation of 25% of the stage's minimum fee. The Theatre shall pay 8.8% of such compensation to the SDC-League Pension Fund, increasing to 9.68% effective April 15, 2027, and 50% of the stage's health fund contribution, as specified in Article 10(D), to the SDC-League Health fund.
2. Choreographers employed for seven (7) to sixteen (16) consecutive or non-consecutive days on a covered musical production shall be employed pursuant to an SDC-LORT Contract and receive compensation of 50% of the stage's minimum fee. The Theatre shall pay 8.8% of such compensation to the SDC-League Pension Fund, increasing to 9.68% effective April 15, 2027, and 100% of the stage's health fund contributions, as specified in Article 10(D), to the SDC-League Health Fund.
3. When a Choreographer is employed on a covered musical production for more than sixteen (16) days or for more than 50% of the rehearsal period, the Choreographer shall receive compensation at the applicable minimum fee for the stage, set forth in Schedule "A."

F. Fight Choreography:

1. In the event that a Theatre hires a member of SDC to choreograph fights and/or other forms of stage violence, the Theatre shall employ such Fight Choreographer on an SDC-LORT Fight Choreographer Form, herein "the FC Form," annexed hereto as "Schedule J." The Form shall provide as follows:
 - a. The salary/fee shall be negotiable between the Theatre and Fight

Choreographer (and inserted into the FC Form upon agreement between the Theatre and Fight Choreographer), irrespective of any minimum rates set forth in the Minimum Fee Schedules, annexed hereto as "Schedule A."

- b. The Theatre shall pay to the SDC-League Pension Fund 8.8% of such compensation as negotiated above, increasing to 9.68% effective April 15, 2027, and the Theatre shall pay to the SDC-League Health Fund 8% of such compensation as negotiated above.
- c. If a Director and/or Choreographer contracted for a specific production choreographs fights and/or other forms of stage violence for that same production, the Theatre shall not be required to file the FC Form or make additional salary/fee, pension, or health payments.

For clarity, this provision is only applicable when the Theatre engages a member of SDC for Fight Choreography, and Article 5 (Membership Fees and Union Security) shall not apply. The term of this provision, Article 4(F), shall survive the expiration of this Agreement and shall remain in effect for ten (10) years (i.e., from April 15, 2017 through April 14, 2027) and shall not be subject to negotiation prior to the end of such period.

G. Rotating Repertory:

A Theatre with productions playing in rotating repertory may pay Directors and/or Choreographers the minimum fee for the Theatre's category, plus seventy-five (75%) percent of the weekly rate for any additional week or part thereof.

5. MEMBERSHIP FEES AND UNION SECURITY

A. LORT agrees that as a condition of employment any Director and/or Choreographer shall, subject to applicable statutory provisions, be required to join SDC upon their employment for a second covered production, as defined in Article 4(A) above, except as hereinafter provided:

1. A Director and/or Choreographer employed first for an, "A", "B+", "B", or "C-1" stage covered production and employed next for a "C-2" or "D" stage covered production shall be required to become a member of SDC upon their third Contract for employment for a covered production. A Director and/or Choreographer employed first for a "C-2" or "D" stage covered production shall be required to become a member of SDC upon their second Contract for employment for a covered production if such second employment is for an "A", "B+", "B", or "C-1" stage or upon their third Contract for employment for a covered production if their second covered employment is for a "C-2" or "D" stage.
2. A Choreographer employed under Article 4(D)(3) & (4) or 4(E)(1), if not otherwise required to become a member of SDC sooner, shall be required to become a member upon their fourth Contract for employment pursuant to either of the above provisions for a covered production.
3. If a Director or Choreographer is required to become a member of SDC, pursuant to this Article 5, they must do so prior to the commencement of rehearsals for the covered production for which union membership is mandated.
4. A Director and/or Choreographer employed on an "A+" production shall be required to become a member of SDC upon their first contract for employment.

- B. Directors and Choreographers, as a condition of employment, shall, if members of SDC, be members in good standing when hired and remain members in good standing during the term of their employment. In the event that a Theatre enters into an SDC-LORT Form Contract with a Director and/or Choreographer who is not a member in good standing of SDC because they are in arrears in the payment of dues or assessments, upon written notice by SDC of the amount of such arrearage and upon the request of SDC (with notice to the member), the Theatre shall deduct from any compensation payable to the Director and/or Choreographer the amount of such arrearage and forward such amount to SDC along with the assessment due for such production. SDC shall indemnify, defend, and hold LORT and any of its member Theatres harmless in connection with any claim arising under this Article 5(B).
- C. Nothing in this Article 5 shall be construed to require a Theatre to cease employing or refrain from employing any Director and/or Choreographer if the Theatre has reasonable grounds for believing that:
1. Membership in SDC was not available to the Director and/or Choreographer on the same terms and conditions generally applicable to other members, or
 2. Membership in SDC was denied or terminated for reasons other than the Director and/or Choreographer's failure to tender the periodic dues and the initiation fee uniformly required by SDC as a condition of acquiring or retaining membership.
- D. SDC agrees to admit to membership on non-discriminatory terms, as specified in Article 23(D), any present or future covered Directors and Choreographers employed by LORT's members.
- E. SDC agrees that any initiation fee, or charge similar thereto, shall be uniformly required for all applicants and members.

- F. The Theatre shall deduct dues and remit same to SDC, provided the Director and/or Choreographer has executed a lawful dues deduction authorization. Dues shall be remitted to SDC no later than two (2) weeks after the final payment to the Director and/or Choreographer as indicated on the face of the Contract. In the case of recognition or other extraordinary payments to a Director and/or Choreographer, the Theatre shall remit the dues thereon no later than two (2) weeks after the payment was made to the Director and/or Choreographer, or two weeks after the final performance, whichever occurs earlier.
- G. SDC shall 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 dues arrearages, 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.

6. DRAMA SCHOOLS AND TRAINING PROGRAMS

- A. Notwithstanding any other provisions of this Agreement, students, when employed to direct and/or choreograph a covered production at a Theatre that operates a Drama School, or that is operated in direct association with a Drama School, shall not be subject to the terms of Article 5.
- B. Second stages of Theatres which engage in the regular training of Directors and/or Choreographers shall not be subject to the terms of this Agreement, provided, however, that the LORT-SDC Liaison Committee shall monitor the activities hereunder.

7. CONDITIONS OF EMPLOYMENT

Employment by LORT Theatres of Directors and Choreographers for covered productions shall comply with the following provisions:

- A. The applicable provisions of this Agreement and "Schedule A" annexed hereto shall be deemed incorporated into the individual Contracts of employment between the Theatre and the Director and/or Choreographer.
- B. The Theatre employing a Director and/or Choreographer for a covered production shall use the SDC-LORT Form Contract, herein "Contract," annexed hereto as "Schedule D," the SDC-LORT Open Contract, herein "LOC," annexed hereto as "Schedule G," for those productions referred to in Articles 4(B)(1) and (D)(2), the SDC-LORT Workshop Form, annexed hereto as "Schedule H," for those activities referred to in Article 4(C), and the FC Form annexed hereto as "Schedule J" for those activities referred to in Article 4(F).
- C. Any change in the Contract, the LOC, FC Form, or the Workshop Form shall be approved by LORT and SDC. Contracts, LOCs, FC Forms and Workshop Forms must be signed and filed with SDC:
 - 1. The Director and/or Choreographer will keep one (1) copy of the Contract, LOC, FC Form or Workshop Form and any riders and file one (1) copy and any riders with SDC within five (5) business days after signing;
 - 2. The Theatre will keep one (1) copy of the Contract, LOC, FC Form or Workshop Form and any riders and file one (1) copy and any riders with SDC within five (5) business days after signing or prior to the first rehearsal, whichever first occurs; and
 - 3. A copy of the Contract, LOC, FC Form or Workshop Form and any riders may be retained by the Director's and/or Choreographer's agent or attorney.

- D. Separate and additional Extended Activity Form Contracts, herein called "Extended Activity Form," annexed hereto as "Schedule E," must be executed and filed with SDC for any post-opening work, revival, extension, tour, transfer and electronic reproduction or transmission, unless such activities are covered in the original Contract. Any changes in the Extended Activity Form shall be approved by LORT and SDC.
- E. If the Contract, LOC, FC Form or Workshop Form is not signed concurrently by the Theatre and the Director and/or Choreographer, the Theatre shall sign first. In such event, the Theatre may void the Contract, LOC, FC Form or Workshop Form by notifying the Director and/or Choreographer, or their designated representative, by certified mail, telegram, or mailgram, that if the Contract, LOC, FC Form or Workshop Form is not signed and returned to the Theatre within a specified period (but not less than 72 hours after receipt of such notice), it is null and void.
- F. A Director and/or Choreographer may not waive or alter any of the minimum employment terms and conditions of this Agreement without the written approval of SDC, except that nothing in this Agreement shall prevent them from negotiating with and obtaining from the Theatre any better employment terms and conditions than herein provided without limitation.
- G. Each Theatre shall provide SDC with a schedule of all covered productions for a twelve (12)-month period, with first rehearsal dates, requiring the services of a Director and/or Choreographer within ten (10) business days of the commencement of each season. Each Theatre shall inform SDC of any revisions in the schedule as they become known to the Theatre.
- H. The Theatre shall inform the Director and/or Choreographer at the time employment is offered whether commitments have been entered into with the cast, understudies, replacements, and designers and, if known, whether the production will tour and/or transfer.

- I. The Theatre shall inform the Director and/or Choreographer of all pre-production conferences connected with the production, and the Director and/or Choreographer shall, if available, with the mutual agreement of the Artistic Director, be offered the option of attending such conferences, subject to the terms of this Article 7 and Article 14.
- J. The Theatre shall inform the Director, for each design, of the design due dates and production material budget for that design. The Theatre and the Director will maintain timely communication with the Designers to support meeting the production's design due dates and budget.
- K. With the mutual agreement of the Theatre's Artistic Director, the Director and/or Choreographer shall, if available, have the first option (after the production opens) of conducting "brush-up" or replacement rehearsals, subject to the terms of this Article 7 and Article 14.
- L. For all post-opening work, the Director and/or Choreographer shall receive as compensation for each day worked no less than one-sixth (1/6) of the prorated category minimum weekly fee or the original contractual fee prorated, whichever is greater, with prorated Pension and Health contributions. The "prorated category minimum weekly fee" is calculated by dividing the minimum fee by the minimum number of weeks of rehearsal (see "Schedule B" annexed hereto for example calculation of the "prorated category minimum weekly fee"). Notice of all post-opening work must be filed with SDC on the Extended Activity Form, annexed hereto as "Schedule E."
- M. Directors and Choreographers shall be reimbursed for all out-of-pocket expenses authorized or approved by the Theatre's management in connection with the engagement (e.g., long-distance telephone, copying, meals, local transportation to and from conferences connected with the production, dance studio rental, etc.). All out-of-pocket expenses related to the production and authorized or approved by the Theatre shall be reimbursed within seven (7)

business days of receipt by the Theatre of the Director's and/or Choreographer's written request therefore.

- N. No Director or Choreographer may be dismissed, except where the Director or Choreographer is guilty of breach of Contract, without the full payment of all compensation due them under the Contract, as same accrues.
- O. SDC, at the option of the Director and/or Choreographer, shall receive, investigate, and approve the Theatre's statements reflecting the accuracy of recognition payments.
- P. If the Theatre approves the purchase of research materials (e.g., CD's, video recordings, cassettes, books, periodicals, photographs), such research materials shall become the property of the Theatre upon the official opening of the production.
- Q. LORT and SDC recognize that it is in their mutual best interest to promote safe and sanitary conditions in LORT Theatres. The Theatre affirms that it will provide a safe and sanitary environment for Directors and Choreographers. Additionally, with any emergent public health crisis that has the potential to disrupt a Theatre's workplace significantly, SDC and LORT shall meet to discuss best practices in preparing for and responding to the public health crisis, including vaccination, isolation periods, and applicable terms and/or other responsive measures, as may be applicable. Upon request, the Theatre shall provide SDC with copies of any workplace policies implemented by the Theatre.

8. FEES

- A. Effective April 15, 2024, the minimum fees for Directors and Choreographers shall be no less than the amounts applicable to each Theatre and its stage(s) as specified in the annexed "Schedule A." The Theatres' stage(s) shall be in categories as specified in Article 3.

- B. One-third (1/3) of the fee is to be paid to the Director and/or Choreographer on signing of the Contract and is non-returnable; one third (1/3) of the fee is to be paid on the first day of rehearsal; and one-third (1/3) is to be paid on the first day of the last week of rehearsal. All payments are subject to the provisions of Article 20 in the event that the Theatre elects to pay a Director and/or Choreographer a salary in lieu of a fee.
- C. Should a production be postponed, suspended or abandoned, the Director and/or Choreographer shall be entitled to receive their fee as it is due, as specified in this Article.
- D. Notwithstanding Article 8(A) above, a Theatre may employ two (2) Directors for a production and pay each 80% of the fee due each Director under Schedule "A" and 100% of the Pension and Health contributions due each Director as set forth in Article 10, provided the production is conceived for two (2) Directors and neither Co-Director is a staff member of the Theatre. A Theatre may also employ two (2) Co-Choreographers and/or two (2) Co-Director/Choreographers on the same terms as Co-Directors.

9. MULTIPLE ASSIGNMENTS

- A. The Theatre may engage an individual to both direct and choreograph a covered production, provided, however, that an individual engaged to direct and choreograph a musical production shall receive no less than one hundred seventy-five (175%) percent of the Director's minimum fee as specified in the annexed "Schedule A."
- B. An individual employed by the Theatre in another capacity for a covered production may also be required to direct and/or choreograph said production, provided said individual shall receive an amount no less than the minimum

Director's and/or Choreographer's fee as specified in the annexed "Schedule A."

10. PENSION AND HEALTH

- A. The Theatre shall contribute 8.8% of the fee and recognition payments to the SDC-League Pension Fund (the "Pension Fund") on behalf of the Director and Choreographer employed for a covered production or pursuant to an LOC. Effective April 15, 2027, this rate shall increase to 9.68%.
- B. The Theatre shall contribute 8.8% of the fee to the SDC-League Pension Fund on behalf of the Director and/or Choreographer employed pursuant to the SDC-LORT Workshop Form. Effective April 15, 2027, this rate shall increase to 9.68%.
- C. In the event that a staff or faculty Director and/or Choreographer is covered by the Theatre's or Drama School's Pension plan, the Theatre shall be relieved of its obligation to make contributions to the SDC-League Pension Fund for each such Director and/or Choreographer. In the event that a staff or faculty Director and/or Choreographer is not covered by the Theatre's or Drama School's Pension plan, contributions shall be made to the SDC-League Pension Fund for each covered production, as specified in paragraph (A) above. However, if a Director and/or Choreographer is covered by the Theatre's or Drama School's Pension plan, but is not vested in such plan at the termination of their employment by the Theatre or Drama School, the Theatre shall contribute to the SDC-League Pension Fund an amount equal to the contributions which would have been due under this Agreement for each covered production the Director and/or Choreographer directed and/or choreographed during their tenure as a staff or faculty Director and/or Choreographer during the term of this Agreement.

D. The Theatre shall contribute to the SDC-League Health Fund (the "Health Fund") on behalf of the Director and/or Choreographer employed for a covered production or pursuant to an LOC the following:

Category	4/15/24	4/15/25	4/15/26	4/15/27
A+	\$3,366	\$3,534	\$3,711	\$3,897
A	\$2,942	\$3,089	\$3,243	\$3,405
B+	\$2,679	\$2,813	\$2,954	\$3,102
B	\$2,454	\$2,577	\$2,706	\$2,841
C-1	\$1,739	\$1,826	\$1,917	\$2,013
C-2	\$1,523	\$1,599	\$1,679	\$1,763
D	\$1,381	\$1,450	\$1,523	\$1,599
LOC	\$1,184	\$1,243	\$1,305	\$1,370

E. The Theatre shall contribute to the SDC-League Health Fund on behalf of the Director and/or Choreographer employed pursuant to an SDC-LORT Workshop Form an amount equal to fifty percent (50%) of the LOC health rate.

F. Media Fee.

In consideration for the right of the Theatre to capture and use reproductions under Article 16, the Theatre shall pay a Media Fee to the SDC-League Pension Fund on behalf of the Director and Choreographer employed for a covered production or pursuant to an LOC. SDC may elect to direct the Media Fee to the SDC-League Health Fund in lieu of the Pension Fund, except that, during the term of this Agreement, the Media Fee must continue to be paid to the Pension Fund. The contribution shall be a percentage of category minimum as follows:

Category	4/15/24	4/15/27
A+	1.65%	1.82%
A/B+	1.38%	1.52%
B/C-1/C-2	0.83%	0.913%
D/LOC	0.55%	0.61%

G. Extensions:

In the event that a Theatre is making recognition payments for the extension of a production pursuant to Article 11(B), the Theatre shall make Pension and Health contributions as provided at Article 11(B).

- H. In the event that a staff or faculty Director and/or Choreographer is covered by the Theatre's or Drama School's Health plan, the Theatre shall be relieved of its obligation to make contributions to the SDC-League Health Fund for each such Director and/or Choreographer. In the event that a staff or faculty Director and/or Choreographer is not covered by the Theatre's or Drama School's Health plan, contributions shall be made to the SDC-League Health Fund for each covered production, as specified in paragraph (D) above.
- I. Pension and Health payments shall be due in full no later than two (2) weeks after opening.

11. REVIVALS, EXTENSIONS AND TOURS

A. Revivals:

1. In the event of a revival of the same physical production at the same Theatre in the same season, the original Director and/or Choreographer shall be afforded, in writing, the first option to conduct rehearsals for such revival. The Director and/or Choreographer shall receive as compensation no less than the original contractual fee prorated or the current minimum fee prorated, whichever is greater, for the length of time worked, provided, however, that the Theatre shall guarantee at least one (1) week's work.
2. In the event of a revival of the same physical production at the same Theatre in a season subsequent to the season in which the play was originally produced, the original Director and/or Choreographer shall

receive the benefits provided with respect to a revival in the same season, except that in addition thereto, the Director and/or Choreographer shall receive a recognition payment, beginning with the first performance of the revival, of no less than one-eighth (1/8) of twenty-five (25%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance, but in no event shall the total recognition fee (including any compensation for work on the revival per paragraph (A)(1) above and the recognition payment in this paragraph) be greater than the original contractual fee or the stage's category minimum fee, whichever is greater. The "original prorated contractual weekly fee" is calculated by dividing the actual fee by the actual number of weeks of rehearsal. The "stage's prorated category minimum weekly fee" is calculated by dividing the minimum fee by the minimum number of weeks of rehearsal. (See the annexed "Schedule B" for example calculations of "recognition payment," "original prorated contractual weekly fee," and "stage's prorated category minimum weekly fee.") In the event that the revival's rehearsal period is equal to the production's original rehearsal period, the Director and/or Choreographer shall not receive any recognition payment.

3. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See the annexed "Schedule B" for example calculation of the "prorated category minimum weekly fee.")
4. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, and the rehearsal period of the revival is equal

to the minimum number of weeks of employment for the stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment beginning with the first performance of the revival of no less than fifty percent (50%) of the recognition payment, as specified in Article 11(A)(2) above.

5. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, they shall have the option to authorize or prohibit in writing the use of their name in connection with the revival.
6. The Theatre shall contribute to the SDC-League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the revival the percentage appropriate to the stage's category for a covered production as provided at Article 10(A).
7. The Theatre shall contribute to the SDC-League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the revival as follows:
 - a. If the originating Director and/or Choreographer conducts rehearsals for the revival, the Theatre shall make a full health payment based on the stage's category.
 - b. If a replacement Director and/or Choreographer conducts rehearsals for the revival, the Theatre shall make a prorated health payment based on the stage's category (see Schedule B(4)).

B. Extensions:

1. In the event that the production or tour is extended beyond its originally scheduled number of performances, the Director and/or Choreographer shall receive a recognition payment, beginning with the first performance of the extension, of no less than one-eighth (1/8) of thirty (30%) percent

of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance. (See annexed "Schedule B" for example calculations of "original prorated contractual weekly fee" and "prorated category minimum weekly fee.") In any event, the "originally scheduled number of performances" shall not exceed the original employment period established by Contract for the production by the Theatre with the AEA members employed for such production. In addition, Theatres shall make contributions to the Pension and Health Funds as follows:

Extensions in	Pension	Health
A+ Post Cap	Weekly rates pursuant to SDC-Broadway League Agreement	Weekly rates pursuant to SDC-Broadway League Agreement
A, B+ and B Stages	8.8% of recognition payments, increasing to 9.68% on April 15, 2027	Weekly for the first seven weeks of each six months: 4/15/24: \$210 4/15/25: \$221 4/15/26: \$232 4/15/27: \$243
C-1, C-2, and D Stages	8.8% of recognition payments, increasing to 9.68% on April 15, 2027	None
Short-Term Choreography of ten (10) or fewer days	8.8% of recognition payments, increasing to 9.68% on April 15, 2027	None

2. Pension and health contributions on extended performances shall be due no later than two weeks after the final extended performance.

C. Tours:

1. In the event of a tour of the same physical production, the original Director and/or Choreographer shall be afforded the first option to conduct the rehearsals for such tour. The Theatre will notify the Director

and/or Choreographer immediately upon learning that a production will tour.

2. In the event that the same physical production tours, the Director and/or Choreographer shall receive a recognition payment, beginning with the first performance of the tour, of no less than one-eighth (1/8) of twenty-five (25%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance. (See annexed "Schedule B" for example calculations of "original prorated contractual weekly fee" and "prorated category minimum weekly fee.")
3. Where the Director and/or Choreographer is required by the Theatre to conduct rehearsals for the tour, they shall receive as compensation no less than the original stage's prorated category minimum fee or the original contractual fee prorated, whichever is greater, prorated for each day worked, provided however, that the Theatre shall guarantee at least one (1) week of compensation. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.") In the event that the tour's rehearsal period is equal to the production's original rehearsal period, the Director and/or Choreographer shall receive a recognition payment beginning with the thirty-fifth (35th) performance of no less than fifty percent (50%) of the recognition payment, as specified in Article 11(C)(2) above.
4. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the original stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")

5. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, and the rehearsal period of the tour is equal to the minimum number of weeks employment for the original stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment beginning with the first performance of the tour of no less than fifty percent (50%) of the recognition payment, as specified in Article 11(C)(2) above.
 6. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, they shall nevertheless receive billing as specified in Article 17, unless they prohibit in writing the use of their name in connection with the tour.
 7. The Theatre shall contribute to the SDC-League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the tour the percentage appropriate to the stage's category for a covered production as provided at Article 10(A).
 8. The Theatre shall contribute to the SDC-League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the tour a prorated payment based on the stage's category (see Schedule B(4)).
- D. Notice: All notices due under this Article 11 shall be in writing. Notice of all revivals, extensions and tours shall be filed with SDC on the Extended Activity Form, annexed hereto as "Schedule E," before services are required, or, in the event services are not required, before the first performance.

12. TRANSFERS

- A. In the event of the transfer of the same physical production, and where, with the mutual agreement of the Theatre's Artistic Director, work must be performed on

such transfer, the original Director and/or Choreographer shall be afforded the first option to perform such work.

B. The original Director and/or Choreographer shall be consulted regarding the casting, understudies, cast replacements and stage manager for the transfer.

C. Transfers Within LORT:

1. In the event of the transfer of the same physical production from a LORT Theatre to another LORT Theatre, the original Director and/or Choreographer shall be afforded the first option to conduct rehearsals at the transferee Theatre. The Director and/or Choreographer shall receive as compensation from the transferee Theatre, for one (1) to six (6) consecutive or non-consecutive days of rehearsals, no less than fifty (50%) percent of either their original contractual fee or the minimum fee of the stage of the transferee Theatre, whichever is greater; for each additional consecutive or non-consecutive day of rehearsal up to twelve (12) days, no less than five (5%) percent of either their original contractual fee or the minimum fee of the stage of the transferee Theatre, whichever is greater, shall be paid for each additional day. Where the services of the Director and/or Choreographer are required for more than twelve (12) consecutive or non-consecutive days of rehearsals, they shall receive as compensation from the transferee Theatre no less than the minimum fee of the stage of the transferor or transferee Theatre, whichever is greater, but in no event shall said compensation be greater than the minimum fee of the stage of the transferee Theatre. The schedule for the Director and/or Choreographer's employment for a transfer shall be mutually agreed upon between the Director and/or Choreographer and the Theatre, which shall provide prompt written notice to the SDC of any schedule which includes non-consecutive days of employment.

2. In the event of a transfer under paragraph (C)(1) above, where the Director and/or Choreographer declines to conduct rehearsals at the transferee Theatre, or rehearsals are not required, they shall receive from the transferee Theatre a recognition payment of no less than forty (40%) percent of the original contractual fee or forty (40%) percent of the minimum fee of the stage of the transferee Theatre, whichever is greater, but in no event shall the recognition payment exceed the minimum fee of the stage of the transferee Theatre. Such recognition payment shall be paid to the Director and/or Choreographer by no later than the first performance of the play at the transferee Theatre.
3. In the event of a transfer under paragraph (C)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the transferee stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")
4. In the event of a transfer under paragraph (C)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, and the rehearsal period of the transfer is equal to the minimum number of weeks of employment for the original stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment of no less than twenty percent (20%) of the original contractual fee or twenty percent (20%) of the minimum fee of the transferee stage, whichever is greater. Such recognition payment shall be paid to the Director and/or Choreographer no later than the first performance of the play at the transferee Theatre.

5. Notice of all transfers under this paragraph (C) shall be filed with SDC on the Extended Activity Form (annexed hereto as "Schedule E") by the LORT Theatre responsible for the payments due the Director and/or Choreographer, before services are required or, in the event services are not required, before the first performance.
6. The transferee Theatre shall contribute to the SDC-League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer the percentage appropriate to the transferee stage's category for a covered production, as provided at Article 10(A).
7. The transferee Theatre shall contribute to the SDC-League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer as follows:
 - a. If the originating Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a full health payment based on the transferee stage's category.
 - b. If a replacement Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a prorated health payment based on the transferee stage's category (see Schedule B(4)).

D. Transfers to LORT:

1. In the event of a transfer of the same physical production from a non-LORT producer to a LORT Theatre, the original Director and/or Choreographer shall receive as compensation from the LORT Theatre, for one (1) to six (6) consecutive or non-consecutive days of rehearsals, no less than fifty (50%) percent of the minimum fee of the stage of the LORT Theatre; for each additional consecutive or non-consecutive day of rehearsal up to twelve (12) days, no less than five (5%) percent of the

minimum fee of the stage of the LORT Theatre shall be paid for each additional day. Where the services of the Director and/or Choreographer are required for more than twelve (12) consecutive or non-consecutive days of rehearsals, they shall receive as compensation, from the LORT Theatre, no less than the Theatre's stage's minimum fee. The schedule for the Director and/or Choreographer's employment for a transfer shall be mutually agreed upon between the Director and/or Choreographer and the Theatre, which shall provide prompt written notice to SDC of any schedule which includes non-consecutive days of employment.

2. In the event of a transfer under paragraph (D)(1) above, where the Director and/or Choreographer of the non-LORT production declines to conduct rehearsals at the LORT Theatre, they shall receive a recognition payment from the LORT Theatre of no less than forty (40%) percent of the LORT Theatre's minimum fee.
3. In the event of a transfer under paragraph (D)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the LORT stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")
4. In the event of a transfer under paragraph (D)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, and the rehearsal period of the transfer is equal to the minimum number of weeks of employment for the LORT stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment of no less than twenty percent (20%) of the minimum fee of the LORT Theatre's Stage. Such

recognition payment shall be paid to the Director and/or Choreographer no later than the first performance of the play at the transferee Theatre.

5. Notice of all transfers under this paragraph (D) shall be filed by the LORT Theatre with SDC on the Extended Activity Form, annexed hereto as "Schedule E," before services are required, or in the event services are not required, before the first performance.
6. The transferee Theatre shall contribute to the SDC-League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer the percentage appropriate to the transferee stage's category for a covered production, as provided at Article 10(A).
7. The transferee Theatre shall contribute to the SDC-League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer as follows:
 - a. If the originating Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a full health payment based on the transferee stage's category.
 - b. If a replacement Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a prorated health payment based on the transferee stage's category (see Schedule B(4)).

E. Transfers from LORT:

1. Notwithstanding paragraphs (A) and (B) above, in the event that a production transfers from a LORT Theatre to a non-LORT producer, the LORT Theatre shall use its best efforts to obtain for the Director and/or Choreographer the first option to direct and/or choreograph the transferred production. The Theatre shall immediately notify in writing

the Director and/or Choreographer and SDC when the Theatre learns that the LORT production will transfer to a non-LORT producer.

2. In the event that a production produced by a LORT Theatre transfers to a non-LORT venue with the stage direction/choreography substantially intact, and the LORT Theatre is a producer, co-producer, or licensor of the non-LORT production, a Contract for the original Director/Choreographer shall be filed with SDC subject to the applicable SDC agreement for such non-LORT venue.
3. The LORT Theatre shall notify any co-producer or licensee that the LORT Theatre is party to an agreement with the Director and/or Choreographer and that the Director and/or Choreographer retains property rights under the SDC-LORT Agreement.

13. ARTISTIC CONSULTATION

The Director and/or Choreographer shall be consulted regarding the cast, understudies, replacements, designers, musical director, orchestrator, dance arranger, assistant director, assistant choreographer and/or dance captain for all covered productions.

14. HOUSING AND TRANSPORTATION

- A. The Theatre shall provide suitable (i.e., clean and safe) housing accommodations (with a kitchen) to the Director and/or Choreographer for each day or part thereof that they are required to be away from home overnight in connection with their duties to be performed hereunder. If a kitchen is not to be provided, the Director and/or Choreographer shall be notified of such in writing before executing a Contract. The Theatre shall make best efforts to provide Wi-Fi internet. The Theatre shall have a reasonable time to cure any failure to provide

such access, and in no event shall such failure constitute a material breach of this agreement.

- B. If housing accommodations are more than one-half (1/2) mile from the place of rehearsal and/or the Theatre, the Theatre shall either provide transportation for the Director and/or Choreographer or pay for non-public transportation for any trip requested or required by the Theatre. The Theatre shall also provide or pay for transportation if the Director or Choreographer must travel more than one-half (1/2) mile for food, laundry or other living necessities. All transportation shall be safe and secure. When the Theatre requires the Director and/or Choreographer to rent a vehicle, the Theatre shall pay for or reimburse the Director and/or Choreographer for the cost of the vehicle and liability and collision insurance.
- C. If the Director and/or Choreographer prefers housing other than that offered by the Theatre, the Theatre shall have no further responsibility for either housing or local transportation, unless otherwise agreed.
- D. If the Director and/or Choreographer lives outside of a fifty (50)-mile radius of the Theatre and elects to commute to the Theatre, the Theatre shall reimburse the Director and/or Choreographer for all receipted commutation expenses up to an amount equal to the actual savings to the Theatre occasioned by relief from the obligation to provide housing, as specified in paragraph (A) above.
- E. The Theatre shall provide one round-trip to and from the Theatre by economy or jet excursion air transportation for distances in excess of 250 miles and rail coach transportation for distances of 250 miles or less, if available, and, if not, bus transportation. If the Director and/or Choreographer elects to use their own motor transportation, they shall be reimbursed for their expenses up to but not to exceed the cost of transportation as specified in this paragraph.
- F. The Theatre shall reimburse the Director and/or Choreographer for transportation costs to and from both their home and the Theatre and the

airport, terminal or depot, whichever is applicable, by the least expensive reasonable means of transportation. The Theatre shall provide transportation on the same basis for any trip requested or required by the Theatre.

- G. The Theatre shall pay for the transportation of the Director's and/or Choreographer's baggage and/or effects for personal use while employed at the Theatre in accordance with the following terms: (i) at the start of the engagement: up to 400 pounds for each Director and/or Choreographer; (ii) at the end of the engagement: not more than an additional 100 pounds over the weight at the start of the engagement. The method of shipment shall be determined by the Theatre and specified in the contract. The Director and/or Choreographer shall be reimbursed for baggage fees based on up to two bags, exclusive of additional charges for oversize or overweight baggage.

15. PROPERTY RIGHTS

- A. All rights in and to the direction and/or choreography conceived by the Director and/or 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 the Director and/or Choreographer; it being understood, however, that the Theatre and its licensee(s) shall have a perpetual and irrevocable license to use such direction and/or choreography in any stage production of the play for which the Director and/or Choreographer receives a recognition payment under an applicable SDC minimum basic agreement. Any additional use or license of the direction and/or choreography by the Theatre shall be subject to further agreement between the Theatre and the Director and/or Choreographer.
- B. The Theatre shall not authorize the publication in any form of the Director's and/or Choreographer's stage directions and/or choreography without the Director's and/or Choreographer's prior written consent. The Director and/or

Choreographer reserves the right to copyright such stage direction and/or choreography.

- C. The Theatre shall provide, free of charge, the Director and/or Choreographer with a copy of the production script and a videotape of the production, if one is made, at the completion of the run of the play, the latter subject to the approval of AEA.

16. MEDIA AND ELECTRONIC RIGHTS

- A. In the event that a Theatre's covered production of a play is, in whole or in part, electronically reproduced or transmitted substantially as presented in the stage production, the Theatre shall pay, or cause to be paid, to the Director and/or Choreographer of the stage production a recognition payment of no less than the original contractual fee. The foregoing notwithstanding, in the event that an uncovered mainstage production of a "D" Theatre is electronically reproduced or transmitted substantially as presented in the stage production, the Theatre shall pay, or cause to be paid, to the Director and/or Choreographer of the stage production a recognition payment of no less than one-half (1/2) their contractual fee.

1. Notice of all electronic reproductions or transmissions and recognition payments paid as required in this Article 16, if any, shall be filed with SDC on the Extended Activity Form, annexed hereto as "Schedule E."
2. The Director and/or Choreographer of the electronically reproduced or transmitted stage production shall receive billing as follows, unless otherwise agreed:

"This production was originally directed and/or choreographed for the stage by: _____."

B. Except as expressly provided herein, no LORT Theatre, 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 a LORT Theatre production.

1. Where a LORT Theatre makes or causes to be made a visual and/or aural record of a production, in whole or in 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 to 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. Captured Material may not be used to discipline Directors and/or Choreographers.

C. Broadcast: Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts, or any of the artists connected with the production on international, national, state, and local news, arts, and arts award broadcasts; broadcast reviews of the production; talk and entertainment programs; community affairs programs; community service programs; media projects for people with disabilities; T.V. spots; commercials; educational programs; or programs about the production. All of the foregoing shall include, but not be limited to, programs on radio, network and cable television, and the Internet.

Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. The Theatre may also capture

interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, "Additional Footage"), which must be voluntary. The Director's or Choreographer's image shall not be used for any type of broadcast or non-broadcast release without the written permission of the Director or Choreographer.

1. During a Rehearsal:

- a. For the purposes of this provision, starting with the first day of rehearsal through the official opening, or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to six consecutive or non-consecutive hours per week.
- b. The date, time, and content of material to be captured shall be subject to consultation with the Director and/or Choreographer.
- c. The Theatre shall endeavor to arrange the capture process so that it shall not prevent the Director and/or Choreographer from providing the services for which they have been engaged by the Theatre.
- d. The Theatre shall make every reasonable effort to give the Director and/or Choreographer 48 hours' notice and give notice if the time of capture changes.

2. At a Performance:

- a. An entire performance may be captured but only by the Theatre or a third party directly engaged by the Theatre. In the event the Capture is unusable or there is a cast change, another Capture of an entire performance may be made.

- b. If possible, the Director and/or Choreographer must be given 24 hours' notice of the capture of an entire performance or any part thereof.
- c. No change to the staging or choreography shall be made without the approval of the Director and/or Choreographer.

3. Additional Footage:

- a. The Theatre's intent is to show the Director and/or Choreographer and/or their work in the best possible light.
- b. The Theatre will consult with the Director and/or Choreographer prior to capture of additional footage if such capture affects rehearsal.
- c. There is no time limit on the capture or use of Additional Footage.

4. Provisions Applicable to Performance and Rehearsal:

- a. No more than fifteen (15) minutes of edited performance and/or rehearsal per production captured by the Theatre or a third party directly engaged by the Theatre shall be used. The edited footage/material may depict an entire scene or musical number.
- b. A news organization or media company may only capture up to thirty (30) minutes of rehearsal and up to thirty (30) minutes of performance per production. No more than three (3) minutes of edited performance or rehearsal footage that is captured by news organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.

The above notwithstanding, a non-profit educational broadcast station may capture up to one (1) hour of rehearsal and up to one (1) hour of performance per production, of which no more than eight (8) minutes of edited performance or rehearsal footage may be broadcast.

- c. For any violation hereof, other than violations of unauthorized subsequent use of the film or tape, the Theatre shall pay an amount equal to seven (7) times the daily rate that is applicable for the LORT Theatre's Stage Category, to each Director and/or Choreographer whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Director and/or Choreographer or SDC has against the Theatre or any third party.

D. Non-Broadcast. Captured material for non-broadcast promotion; publicity; marketing; public relations; fundraising; audience development; education; transfers to other not-for-profit theatres; prize, award, and festival applications; and/or civic, state, and national promotion.

Directors and/or Choreographers engaged on a production under the terms of this Agreement may participate, and their staging and choreography may be used, in the capture of material for use by the Theatre for the aforementioned purposes under the following terms and conditions:

1. All capture of performance and rehearsal must occur in accordance with the provisions of Article 16(C).
2. The Theatre shall receive no compensation for the exhibition of any material captured under the terms of this provision.

3. The Theatre will provide SDC and the Director and/or Choreographer with the opportunity to view the completed Reproduction.
4. The edited Reproduction under the terms of this provision may constitute up to 25% of the captured material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited Reproduction may depict an entire scene or musical number. The Director and/or Choreographer has the right to consult with the Theatre on content of material.
5. There is no time limit on the use of Additional Footage.
6. In the event the Theatre wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Reproduction of the production for this sole purpose(s) and shall notify SDC at the time of submission. In the event the captured material is unusable, another capture of an entire performance may be made. Any such Reproduction made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following:
THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, or FESTIVAL APPLICATION PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule must also include the Stage Directors and Choreographers Society logo and identify that the Directors and/or Choreographers of the production are represented by SDC.
7. The Theatre may retain and use Reproductions made under this provision for as long as the Theatre operates under the LORT Agreement, after which the Reproductions shall be destroyed, and the Theatre shall so inform or cause the SDC to be so informed.

8. The Theatre will maintain control and ownership of all material reproduced by the Theatre and will ensure that it is used for no commercial purposes whatsoever.

E. Production Work and Transfers. Capture to facilitate production work and transfers to not-for-profit Theatres.

1. Capture:

- a. For the purposes of production work and the facilitation of transfers to other not-for-profit Theatres only, there shall be no time limit on the capture of rehearsal or performance.
- b. It is intended that in permitting such capture, it shall be unobtrusive and neither the Director and/or Choreographer nor the audience shall be disturbed in any manner.
- c. If possible, the Director and/or Choreographer must be given 24 hours' notice of the capture of an entire performance or any part thereof.

2. Use:

- a. The captured material may be used by the Director, Choreographer, playwright, orchestrator, dance arranger, original Designers of the production, Stage Manager, Dance Captain, Fight Captain, Stunt Coordinator, actors, understudies, and/or the not-for-profit transferee Theatre's production staff provided such usage remains under the Theatre's control.
- b. After the stated purpose has been accomplished, the captured material must be destroyed.

F. Web Sites and Other Platforms. Up to a total of fifteen (15) minutes of edited rehearsal and/or performance footage per production (which may depict an

entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:

1. On websites of the Theatre; transferee not-for-profit Theatres; 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 websites (such as Playbill.com); third-party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit service and arts promotion organizations (e.g., SDC, Theatre Communications Group, Americans for the Arts).
2. On websites of sponsors and/or supporters of the Theatre, provided:
 - a. The Director’s and/or Choreographer’s image is used solely to acknowledge the sponsorship or support and is not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;
 - b. At the time of contracting, the Theatre solicits from the Director and/or Choreographer, any current or potential professional conflicts which may limit the use of the Director’s and/or Choreographer’s image on the sponsor or supporter’s web site, and the Theatre, based upon the Director’s and/or Choreographer’s written notification, does not use the Director’s and/or Choreographer’s image in any way that may pose conflicts;
 - c. The footage is not used for more than two years from the date of the first paid public performance. The Director and/or Choreographer may negotiate a lesser time period; and

- d. The Theatre shall indemnify the Director and/or Choreographer against any breach of a Director and/or Choreographer exclusivity clause when such breach is a result of a use not authorized by this provision.
3. Promotional and publicity recordings may be delivered through the following platforms, including, but not limited to: mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. Theatres may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.
4. For all usage authorized hereunder, the Theatre's ticket sale information may be presented on the same "page" as the Reproduction.
5. The above time restrictions apply per distribution point, not per delivery platform. Thus, a permitted Reproduction may be used on a number of different web sites, not just one Reproduction for the entire web.
6. Reproductions may be changed on an individual distribution point (e.g., a single web site) as often as the Theatre wishes, provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.
7. In no event may the Theatre serialize the production on one or multiple distribution points and/or delivery platforms.
8. Use of captured material for any purpose other than specified above is strictly prohibited. For any violation under this provision, the Director and/or Choreographer shall be paid an amount equal to seven (7) times the daily rate that is applicable for the LORT Theatre's Stage Category.

G. Captured Material For Use By Visual/Audio Interpreters.

1. The Theatre may make an audio and/or video Reproduction for the sole purpose of assisting interpreters for the deaf or hearing or visually impaired (hereafter referred to as "Interpreters"). Under no circumstances may any such Reproduction, in whole or in part, be used for any commercial or non-commercial purpose, except as expressly provided herein, without the written consent of SDC and pursuant to terms established by SDC.
2. No copies of the Reproduction shall be permitted. The Reproduction will be adequately secured by the Stage Manager or the Interpreter to ensure its integrity. Under no circumstances may anyone other than the Interpreter listen to or view the Reproduction.
3. After the stated purpose has been accomplished, the Reproduction will be destroyed by the Theatre.

H. Archival Recording. For archival purposes of the Theatre, or other official library theatrical archive, the Theatre shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled "for archival use only." The Theatre shall notify in advance, in writing, the Director and/or Choreographer and SDC prior to any such filming or taping.

I. Other Uses of Captured Material.

1. In the case of a transfer of a production from another not-for-profit Theatre, where the transferee Theatre has engaged the Director and/or Choreographer of the transferor Theatre's productions, the transferee may use the transferor's captured material without additional payment. If a Theatre uses captured material from a prior production or a production produced by a different Theatre, the original production will be so

identified (e.g., "footage from the original Goodman Theatre production 2009"). The Theatre may utilize captured material from another production to promote and publicize a separately produced production for which the original Director and/or Choreographer has not been engaged, only with additional payments to the Director and/or Choreographer of the original production, as negotiated by SDC.

2. The Theatre may furnish captured material to a commercial producer for promotional and publicity purposes only, provided the commercial producer makes additional payment to the Director and/or Choreographer of the production as negotiated by the commercial producer with SDC.
3. Except in the case of a transfer of the production to another not-for-profit Theatre which includes the work of the Director and/or Choreographer of the original production, the Theatre may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, only with additional payments to the Director and/or Choreographer of the original production as negotiated by SDC.
4. SDC may obtain and use footage from any production (including closed productions), for the purposes of promoting and branding SDC, provided SDC credits both the Theatre and the production.
5. The Theatre may furnish captured material of a production to another not-for-profit theatre or commercial producer for the purposes of encouraging or facilitating tours, transfers, future productions of the play, or future developmental work on the play. Such material shall be housed on a mutually agreed platform that is password protected. The Theatre shall notify SDC when such captured material has been furnished.
6. The Theatre may make a capture of an entire production available on a password-protected or otherwise restricted platform for use during in-

class instruction at a K-12 educational institution and all institutions of higher learning, but only as part of a curriculum developed by the Theatre and/or the educational institution and provided the Theatre is not compensated outside of an academic fee. The Theatre will inform SDC when sharing a capture under this rule, including the amount of the academic fee.

7. The Theatre shall have the right to simulcast live a regularly scheduled performance to a place of public assembly (i.e., community center, VFW hall, school auditorium, city park, military base, prison) for the purpose of community outreach/audience development. The Theatre will submit to SDC a usage form that reports the production, the date, the location, the number of attendees, and ticket revenue, if any. Any such ticket revenue will be included in the Theatre's Certified Weekly Box Office Receipts. This provision is not intended to authorize any pay television broadcast, making of cassettes, or other audio/visual recordings for public sale or distribution.
8. The Theatre shall have the right to set up closed circuit viewing of a regular scheduled performance within the Theatre. The Theatre will submit to SDC a usage form that reports the production, the date, the location, the number of attendees, and ticket revenue, if any. Any ticket revenue will be included in the Theatre's Certified Weekly Box Office Receipts. This provision is not intended to authorize pay television broadcast, making of cassettes, or other audio/visual recordings for public sale, or distribution.
9. Theatres will provide Directors and Choreographers a copy of the "B" Roll video, provided that SDC obtains all other required consents, including those of AEA and other affected unions for such distribution of the videos and their use. Neither the Director, Choreographer, nor SDC

shall use or permit the use of such videos for any use prohibited by any party whose consent was required and obtained. SDC shall indemnify, defend, and hold harmless LORT and any member Theatre from any claim arising from any unauthorized distribution or use of the videos.

- J. LORT and SDC share a strong mutual interest in preventing any unauthorized stage reproduction of the direction and choreography or any unlawful use of captured materials, and that LORT Theatres, SDC, and its Members have taken and will continue to take appropriate action to advance that interest. The sufficiency of any action or non-action by LORT Theatres, SDC, and SDC Members under this Article shall not be subject to arbitration under this Agreement.

17. BILLING

- A. With respect to each covered production directed by a Director, the Director shall receive billing in all programs and houseboards. Such credit shall appear on a separate line and in an agreed size, type, and position on which no other credit shall appear.
- B. With respect to each covered production choreographed by a Choreographer, the Choreographer shall receive billing in all programs and houseboards. Such credit shall appear on a separate line and in an agreed size, type, and position on which no other credit shall appear. This paragraph (B) shall not apply to a Short-Term Choreographer.
- C. If a Director and/or Choreographer who has been dismissed so requests of the Theatre in writing, their name shall be removed from all forms of billing as soon as possible.
- D. The Director and/or Choreographer shall receive billing on the Theatre's website show page. Inadvertent omission of any of the requirements herein shall be

rectified upon notification, but, in any event, shall not be considered a material breach of this Agreement.

18. BIOGRAPHICAL NOTES

The Theatre shall include biographical notes on the Director and/or Choreographer in its program. The Director and/or Choreographer shall submit to the Theatre all biographical material and photographs for programs at the time of the execution of the Contract. The final biographical notes shall be submitted to the Director and/or Choreographer for approval, which approval shall be given within two (2) rehearsal days of its receipt by the Director and/or Choreographer.

19. NOTICE OF SDC MEMBERSHIP

The following notice, or other acceptable written recognition, shall appear in all programs: "The Director and/or Choreographer is a member of the Society of Stage Directors and Choreographers, Inc., an independent national labor union." Such notice will appear with the SDC logo, photo-ready copy to be supplied by SDC, annexed hereto as "Schedule F."

20. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE

- A. The Theatre may, at its option, elect to pay a Director's or Choreographer's compensation as salary rather than a fee subject to the provisions of law. If the Theatre does so elect, then it is understood and agreed that the Director 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 Theatre 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(s). In the

event the services of the Director or Choreographer are not subject to the compulsory provisions of the Unemployment Compensation (Insurance) Law of the State of the employing Theatre's residence, then the Theatre hereby agrees that it will elect, if permitted by law, to cover the Director or Choreographer of a covered production and pay contributions on earnings under the elective provisions, at the Theatre's option, of one of the following: the Unemployment Insurance Law of (a) the Theatre's State of residence; (b) the State of residence of the Director or Choreographer; (c) the State where the Contract of employment was entered into; or (d) the State of New York.

- B. The Theatre agrees to execute and file the necessary forms required by the State Unemployment Compensation (Insurance) Law under which it has elected to cover the Director and Choreographer and shall notify the Director and Choreographer of its election.
- C. The Theatre agrees to furnish its unemployment registration number to the Director or Choreographer and SDC as soon as such number is assigned to it.
- D. It is expressly agreed that non-profit organizations regardless of their tax-exempt status shall secure and select Unemployment Insurance coverage pursuant to this provision, or become liable for any benefits lost by the Director or Choreographer as a result of their failure to obtain or maintain coverage.
- E. To the extent that Directors and Choreographers are not already covered by any general liability insurance policy maintained by the Theatre, the Theatre shall add them as an additional insured on their general liability policy. This Article will not be applicable if Theatre's insurance premium would increase as a result of adding the Director and Choreographer to the policy.

21. SECURITY

Should any Theatre default in payments to or on behalf of a Director or Choreographer, SDC shall give prompt notice thereof to the Theatre and LORT Counsel. Should the default not be cured within thirty (30) days of receipt of such notice, the Theatre shall be required to post bond for subsequent covered productions, equivalent to one hundred ten (110%) percent of the minimum Director's fee for the stage's category, plus appropriate pension and health for a Director for the stage's category. If the default is cured and no further default occurs for twelve (12) months following the posting of bond, the Theatre may apply to SDC to lift the bond requirement, which application shall not be unreasonably denied.

22. MANAGEMENT'S RIGHTS

The parties agree that they have fully negotiated all the issues between them and that, except as provided herein, the Theatre retains all of its prerogatives to manage, control and direct its Theatre and all of its productions without any interference by SDC. SDC agrees and undertakes, during the term of this Agreement, to refrain from in any way seeking to add any further provisions hereto or make any demands for any terms or conditions relating to Directors and/or Choreographers who may be employed by LORT Theatres other than as herein set forth.

23. EQUITY, DIVERSITY, INCLUSION, AND ACCESS: NON-DISCRIMINATION, ANTI-HARASSMENT

- A. SDC and LORT are committed to anti-racist policies and practices and a respectful, accessible workplace that values equity, diversity, and inclusion. In recognition of these shared commitments, SDC and LORT agree to maintain the Joint Committee on Access and Equity to discuss opportunities and concerns

brought forward by either party relating to equity, diversity, inclusion, and access issues affecting SDC, LORT, and their respective Members.

The Joint Committee on Access and Equity shall meet once every four months during the term of this Agreement. At least five (5) representatives of LORT and at least five (5) representatives of SDC shall attend each Joint Committee meeting. At least three (3) of SDC's representatives shall be SDC Executive Board Members and at least three (3) of LORT's representatives shall be at the senior or executive management level. A request to schedule a Joint Committee meeting by either SDC or LORT will be honored within fifteen (15) business days.

- B. The Theatre shall provide SDC with a copy of the Theatre's policies on non-/anti-discrimination and anti-harassment, including anti-retaliation language, and will provide the Director and/or Choreographer with a copy of those policies no later than first rehearsal. SDC and the Director and/or Choreographer acknowledge that Directors and/or Choreographers working under this Agreement are covered by and bound by the Theatre's policies. Any updates to the Theatre's policies will be provided to SDC in a timely manner.
 - 1. Upon request of the Director or Choreographer, the Theatre shall provide the opportunity to have an SDC representative attend any investigatory interview of the Director or Choreographer conducted in connection with or when filing a complaint. The SDC representative shall treat any information learned during such interviews as confidential and shall take all necessary steps to ensure it is not disclosed to any other party, except as required by law.
 - 2. When possible, the Theatre shall inform the Director and/or Choreographer of the scheduling and location of any required training(s) no less than forty-eight (48) hours in advance.

- C. The Theatre shall not engage in any unlawful discrimination against or unlawful harassment of any Director or Choreographer in employment because of race, color, sex, gender, gender identity and/or expression, hair style and/or hair texture, age, veteran status, disability, national origin, citizenship status, religion, creed, familial status, sexual orientation, union activity, or any other characteristic protected by federal, state, or local law.
- D. The Director or Choreographer shall not engage in any unlawful discrimination against or unlawful harassment of any person because of race, color, sex, gender, gender identity and/or expression, hair style and/or hair texture, age, veteran status, disability, national origin, citizenship status, religion, creed, familial status, sexual orientation, union activity, or any other characteristic protected by federal, state, or local law.
- E. LORT affirms that categories of race, color, sex, gender, gender identity and/or expression, hair style and/or hair texture, age, veteran status, disability, national origin, citizenship status, religion, creed, familial status, sexual orientation, union activity, or any other characteristic protected by federal, state, or local law shall not be used to limit the range of work open to the Directors and Choreographers engaged by LORT Theatres.
- F. SDC shall not discriminate against any member or applicant for membership because of race, color, sex, gender, gender identity and/or expression, hair style and/or hair texture, age, veteran status, disability, national origin, citizenship status, religion, creed, familial status, sexual orientation, union activity, or any other characteristic protected by federal, state, or local law.
- G. LORT and SDC reaffirm their commitment to encourage and expand employment of historically underrepresented groups for all productions and promote the casting of actors and the hiring of Designers and Directors and Choreographers in ways which challenge stereotypes and expectations.

- H. The Theatre will maintain for each season records of Directors and/or Choreographers whom it has hired and will report annually demographic information (e.g., race/ethnicity, gender, age, disability status) to SDC using a form to be determined by the parties.

24. ARBITRATION AND GRIEVANCE PROCEDURE

- A. If any grievance or dispute concerning the interpretation or application of this Agreement or a Contract, oral or written, arises between SDC and a Theatre or LORT, the parties agree that a prompt attempt will be made to settle the matter amicably.
- B. If the grievance or dispute 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 LORT. In rendering decisions, SDC's representatives and LORT's representatives shall each cast, in the aggregate, one (1) vote. A decision of the Committee on a grievance or dispute shall be final and binding on the parties only if there are two (2) concurring votes. If a grievance hearing is not held within thirty (30) days of the request for the hearing, either party may proceed directly to arbitration.
- C. Unresolved grievances or disputes concerning the interpretation or application of the provisions of this Agreement or a Contract, oral or written, shall be determined in the following manner:
- a. After notice, in writing, to the other party, either party hereto may file a request for arbitration with any one of the following arbitrators: Howard Edelman, Susan McKenzie, Timothy Taylor, or Bonnie Weinstock.
 - b. If none of the agreed-upon arbitrators is available within sixty (60) days, either party hereto may commence arbitration proceedings utilizing the procedure then in effect of the American Arbitration Association.

- c. Arbitration pursuant to this Article 24 shall be held in the City of New York.
- d. Where grievances or 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 grievances or disputes which arise under this Agreement or under any Contract, oral or written. The arbitrator shall have the authority to award interest as they shall deem just and proper.
- e. Each party shall pay its own expenses of arbitration, but the arbitrator's fees and expenses, if any, shall be paid equally by the parties.

25. NO STRIKE - NO LOCKOUT

The parties agree that during the term of this Agreement, the Theatre shall not lock out any Director or Choreographer, and no Director or Choreographer shall engage in any strike, work stoppage, slowdown or concerted or organized curtailment of work for any reason whatever or in any other way interfere with the operation of the business of the Theatre. SDC shall not encourage, permit, induce or cause any Director or Choreographer employed by any member of LORT to engage in any of the foregoing proscribed activities, nor shall SDC participate directly or indirectly in any such proscribed activities.

26. LORT MEMBERS

The Theatres listed in the annexed "Schedule C" are members of LORT and acknowledge their consent to be bound by this Agreement. Pursuant to Article III of "The By-Laws of the League of Resident Theatres," new members of LORT shall also be bound by this Agreement. LORT shall notify SDC in writing of all changes in

membership and changes in stages' categories and/or protected status no later than two (2) weeks after LORT receives notification of such change.

27. SEPARABILITY

It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency. The parties hereto agree that in the event 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 this Agreement shall continue in full force and effect unless the parts so found to be void are not wholly separable from the remaining portions of this Agreement.

28. TERM OF AGREEMENT

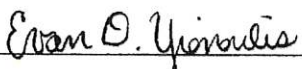
The term of this Agreement shall be four (4) years, effective the 15th day April, 2024, and terminating the 14th day of April, 2028.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first above written.

League of Resident Theatres

By:  Date 3/15/25

Stage Directors and Choreographers Society

By:  Date 3.12.25

SCHEDULE A - MINIMUM FEE SCHEDULES

The Director's Minimum Fee is reflected in the following charts:

Effective April 15, 2024 – April 14, 2025

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	35,804	618	3,078
A (5 wks, 5 days of employment or less)	27,557	469	2,814
B+ (5 wks, 2 days of employment or less)	22,839	454	2,724
B (4 wks, 5 days of employment or less)	19,025	441	2,646
C-1 (4 wks, 4 days of employment or less)	15,648	353	2,118
C-2 (4 wks, 4 days of employment or less)	10,403	301	1,806
D (4 wks, 4 days of employment or less)	8,449	219	1,314

Effective April 15, 2025 - April 14, 2026

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	36,878	637	3,822
A (5 wks, 5 days of employment or less)	28,384	483	2,898
B+ (5 wks, 2 days of employment or less)	23,524	468	2,808
B (4 wks, 5 days of employment or less)	19,596	454	2,724
C-1 (4 wks, 4 days of employment or less)	16,117	364	2,184
C-2 (4 wks, 4 days of employment or less)	10,715	310	1,860
D (4 wks, 4 days of employment or less)	8,702	226	1,356

Effective April 15, 2026 - April 14, 2027

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	37,984	656	3,936
A (5 wks, 5 days of employment or less)	29,236	497	2,982
B+ (5 wks, 2 days of employment or less)	24,230	482	2,892
B (4 wks, 5 days of employment or less)	20,184	468	2,808
C-1 (4 wks, 4 days of employment or less)	16,601	375	2,250
C-2 (4 wks, 4 days of employment or less)	11,036	319	1,914
D (4 wks, 4 days of employment or less)	8,963	233	1,398

Effective April 15, 2027 - April 14, 2028

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	39,503	682	4,092
A (5 wks, 5 days of employment or less)	30,405	517	3,102
B+ (5 wks, 2 days of employment or less)	25,199	501	3,006
B (4 wks, 5 days of employment or less)	20,991	487	2,922
C-1 (4 wks, 4 days of employment or less)	17,265	390	2,340
C-2 (4 wks, 4 days of employment or less)	11,477	332	1,992
D (4 wks, 4 days of employment or less)	9,322	242	1,452

The **Choreographer's** Minimum Fee shall equal seventy-five (75%) percent of the Director's Minimum Fee.

The **Director/Choreographer's** Minimum Fee shall be the sum of the Minimum Fee for a Director and a Choreographer.

The **Short-Term Choreographer's** Minimum Fee for covered **non-musical** productions shall be as follows:

From 1-10 days of employment – Negotiable fee (No Minimum Fee)

From 11-20 days of employment – Choreographer's Minimum Fee prorated

Over 20 days of employment – Choreographer's Minimum Fee

The **Short-Term Choreographer's** Minimum Fee for covered **Musical** productions shall be as follows:

- From 1-6 days of employment – 25% of the Stage's Category Minimum
- From 7-16 days of employment – 50% of the Stage's Category Minimum
- Over 16 days of employment – Choreographer's Minimum Fee

SCHEDULE B - SAMPLE PRORATING CALCULATIONS

(BASED ON 2024 RATES)

1. ORIGINAL PRORATED CONTRACTUAL WEEKLY FEE

Formula: Divide the original contractual fee by the number of rehearsal weeks (including additional rehearsal days, if any to get the weekly rate). To obtain the daily rate, divide the result of the foregoing computation by six (6).

Example: Director negotiated a \$12,000 fee. If the Director is employed

4 weeks	$\$12,000 \div 4$ $\$3,000 \div 6$	= \$3,000/wkly rate; then = \$500/daily rate
4 weeks + 1 or 2 days	$\$12,000 \div 4$ $\$3,000 \div 6$	= \$3,000/wkly rate; then = \$500/daily rate
4 weeks + 3 or 4 days	$\$12,000 \div 4.5$ $\$2,667 \div 6$	= \$2,667/wkly rate; then = \$445/daily rate
4 weeks + 5 or 6 days	$\$12,000 \div 5$ $\$2,400 \div 6$	= \$2,400/wkly rate; then = \$400/daily rate

2. STAGE'S PRORATED CATEGORY MINIMUM WEEKLY FEE

Formula: Divide the stage's minimum fee by the minimum weeks of employment for that category.

Stage's Category	Minimum Fee for Category	÷ Minimum Weeks of Employment	STAGE'S PRORATED CATEGORY MINIMUM WEEKLY FEE
A+	\$35,804	6	\$5,967
A	\$27,557	6	\$4,593
B+	\$22,839	5	\$4,568
B	\$19,025	5	\$3,805
C-1	\$15,648	4.5	\$3,477
C-2	\$10,403	4.5	\$2,312
D	\$8,449	4.5	\$1,878

To compute the stage's prorated category minimum daily fee, divide the above category minimum weekly fee by six (6).

3. RECOGNITION PAYMENT

Formula: For each performance, beginning with the first performance of the extended activity, calculate one-eighth (1/8) of thirty (30%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater.

Example: Director negotiated a \$23,000 fee at a category "B" stage for 6 weeks of employment.

Choose the greater of the following two:

Original Prorated Contractual Wkly Fee:	$\$23,000 \div 6 = \$3,833$
Stage's Prorated Category Minimum Wkly Fee:	$\$19,025 \div 5 = \$3,805$

Calculate as follows:

$$\$3,833 \times 30\% = \$1,150 \div 8 = \$144$$

RECOGNITION PAYMENT = \$144 for each performance

See Article 10 for Pension and Health requirements on recognition payments.

ROUNDING OFF: Any payments made hereunder shall be rounded off on the final figure only to the nearest dollar amount. Example: \$5.49 and below shall be rounded off to the lower amount of \$5.00. \$5.50 and above shall be rounded off to the higher amount of \$6.00.

4. STAGE'S PRORATED HEALTH PAYMENT

Formula: To calculate the health payments on tours and for replacement Directors and/or Choreographers for revivals and transfers, divide the stage's required health payment by the category minimum number of rehearsal weeks to get the weekly rate. To obtain the daily rate, divide the result of the foregoing computation by six (6).

Example: Director rehearses revival for category B stage
B health payment is \$2,454
For weekly rate: $\$2,454 \div 5 = \490.80
For daily rate: $\$490.80 \div 6 = \81.80

SCHEDULE C

LORT MEMBERS AND STAGE CATEGORIES

as of July 1, 2024

(Protected Theatres shall be those deemed
Protected by Agreement between LORT and AEA.)

LORT THEATRE	Mainstage (bold) Second Stage
5 th Avenue Theatre	Mainstage: A
ACT Theatre	Allen Arena Theatre: C-2 Falls Thrust Theatre: D
Actors Theatre of Louisville	Pamela Brown Auditorium: B Bingham Theatre: D Victory Jory Theatre: D
Alabama Shakespeare Festival	The Festival Stage: D The Octagon Stage: D
Alley Theatre	Patricia Peckinpugh Hubbard Theatre: B Hugo V. Neuhaus Theatre: D
Alliance Theatre	Alliance Stage: B Hertz Stage: D
American Conservatory Theater	Geary Theater: B+ Strand Theater: D
American Repertory Theatre	Loeb Drama Center: B Oberon Theatre: D
Arden Theatre Company	F. Otto Haas Stage: C-2 Arcadia Stage: D
Arena Stage	Fichandler Stage: B+ Kreeger Theater: B Kogod Cradle: C-2
Arizona Theatre Company	Alice Holsclaw Theatre: B The Theatre at Tempe Center for the Arts: D
Artists Repertory Theatre	Alder Stage: D Morrison Stage: D
Asolo Theatre Company	Mertz Theatre: B Cook Theatre: D Historic Asolo: D
Baltimore Center Stage	Pearlstone Theater: B Head Theater: D Bernard Theater: D
Barter Theatre	Gilliam Stage: D Stage II: D
Berkeley Repertory Theatre	Peet's Theatre: B Roda Theatre: B
Capital Repertory Theatre	Capital Repertory Theatre: D

LORT THEATRE	Mainstage (bold) Second Stage
Center Theatre Group	Ahmanson Theatre: A Mark Taper Forum: A Kirk Douglas Theatre: D
The Cincinnati Playhouse in the Park	Robert S. Marx Theatre: B Thompson Shelterhouse Theatre: D
City Theatre Company	Mainstage: D Dr. Vernell Audrey Watson Lille Theatre: D
Clarence Brown Theatre Company	Clarence Brown Theatre: D Ula Love Doughty Carousel Theatre: D
Cleveland Play House	Allen Theatre: C-1 Outcult Theatre: D Rosenfeld Lewis Lab Theatre: D
Court Theatre	Abelson Auditorium: D
Dallas Theater Center	Kalita Humphreys Theater: C-1 Potter Rose Performance Hall: B Wyly Studio: D
Delaware Theatre Company	Delaware Theatre: D
Denver Center Theatre Company	Wolf Theatre: B Kilstrom Theatre: C-2 Singleton Theatre: D Jones Theatre: D
Ensemble Theatre Company	The New Vic: D
Everyman Theatre	Downstairs Space: D Upstairs Space: D
Florida Studio Theatre	Keating Mainstage: D Gompertz Theatre: D Keating 2nd Stage: D
Ford's Theatre	Ford's Theatre: B
Geffen Playhouse	Gil Cates Theater: B Audrey Skirball Kenis Theater: D
George Street Playhouse	Mainstage: D Johnson Theatre: D
Geva Theatre Center	Elaine P. Wilson Mainstage: B Ron and Donna Fielding Nextstage: D
The Goodman Theatre	Albert Ivar Goodman Theatre: B+ Owen Bruner Goodman Theatre: D
Goodspeed Musicals	Goodspeed Opera House: B Norma Terris Theatre: D
Great Lakes Theater Festival	Hanna Theatre: B Ohio Theatre: B
Gulfshore Playhouse	The Norris Center: D
The Guthrie Theater	Wurtele Thrust Stage: A McGuire Proscenium Stage: B Dowling Studio: D

LORT THEATRE	Mainstage (bold) Second Stage
Hartford Stage Company	John W. Huntington Theatre: B
Huntington Theatre Company	Huntington Avenue Theatre: B Virginia Wimberly Theatre: B Roberts Studio: D
Indiana Repertory Theatre	Mainstage: C-1 Upperstage: D
Kansas City Repertory Theatre	Helen F. Spencer Theatre: B Copaken Stage: D
Laguna Playhouse	Moulton Theatre: C-2
La Jolla Playhouse	Mandell Weiss Theatre: B+ Potiker Theatre: B Mandell Weiss Forum: C-2
Lincoln Center Theater	Vivian Beaumont Theater: A+ Mitzi E. Newhouse Theater: B Claire Tow Theater: C-2
Long Wharf Theatre	Mainstage: C
Maltz Jupiter Theatre	Mainstage: B+
Manhattan Theatre Club	Samuel J. Friedman Theatre: A+ City Center Stage I: B City Center Stage II: D
Marin Theatre Company	Herb and Grace Boyer Theatre: D
McCarter Theatre	Matthews Theatre: B+ Berlind Theatre: C-2
Merrimack Repertory Theatre	Nancy Donahue Stage: D
Milwaukee Repertory Theater	Quadracci Powerhouse Theater: B Pabst Theater: A Stackner Cabaret: D Stiemke Theater: D
Northern Stage	Mainstage: D
Northlight Theatre	Northlight Theatre: D
The Old Globe	Old Globe Theatre: B+ Lowell Davies Festival Theatre: B Sheryl and Harvey White Theatre: C -2
Pasadena Playhouse	Pasadena Playhouse: B Carrie Hamilton Theatre: D
People's Light	Hass Stage: D Steinbright Stage: D
The Philadelphia Theatre Company	Suzanne Roberts Theatre: D
Pittsburgh Public Theater	Anthony J. O'Reilly Theater: C-1

LORT THEATRE	Mainstage (bold) Second Stage
PlayMakers Repertory Company	Paul Green Theatre: D Kenan Theatre: D
Portland Center Stage	U.S. Bank Main Stage: B Ellyn Bye Studio: D
Portland Stage Company	Portland Stage Company: D Studio Theatre: D
The Repertory Theatre of St. Louis	Mainstage: B Studio Theatre: D
Roundabout Theatre Company	Todd Haimes Theatre: A+ Studio 54: A+ Stephen Sondheim Theatre: A+ Laura Pels Theatre: B
Round House Theatre	Bethesda: D
Seattle Repertory Theatre	Bagley Wright Theatre: B Leo Kreielsheimer Theatre: D
Second Stage Theater	Helen Hayes: A+ Kiser Second Stage: C-2
Shakespeare Theatre Company	Klein Theatre: B Harman Hall: B+
Signature Theatre Company	MAX Theatre: B ARK Theatre: D
South Coast Repertory	Seegerstrom Stage: B Argyros Stage: D
Steppenwolf Theater Company	Downstairs Theater: B Ensemble Theater: C-2
Studio Theatre	Mead Theatre: D Methany Theatre: D Milton Theatre: D Stage 4: D
Syracuse Stage	Archbold Theatre: C-1 Storch Theatre: D
Theatre For A New Audience	Samuel H. Scripps Mainstage: C-2
TheatreWorks	Mountain View Center: B Lucie Stern Theatre: C-2
Trinity Repertory Company	Chace Theater: B Dowling Theater: D
Two River Theater Company	Rechnitz Theatre: D Marion Huber Stage: D
Utah Shakespeare Festival	Randall L. Jones Theatre: B Englestad Theatre: B Anes Studio Theatre: D
Westport Country Playhouse	Jason Robards Theatre: C-1
The Wilma Theater	The Wilma Theater: D

LORT THEATRE	Mainstage (bold) Second Stage
Yale Repertory Theatre	Yale Repertory Theatre: D University Theatre: D

SCHEDULE D SDC-LORT 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 contract must be signed and filed with SDC. Attach all riders to each copy. The Theatre and the 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. This contract may be filed electronically by sending to Contracts@SDCweb.org or emailing your designated Contract Affairs Representative.

The following constitutes our agreement:

1. This contract is subject to all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the League of Resident Theatres (LORT), effective April 15, 2024, or its successor Agreement, and binds the Theatre to its terms for the duration of said Agreement.

2. The Theatre, _____, LORT stage category _____, hereby engages the services of _____ as --select one-- _____ and you accept such engagement with respect to the Production _____. Your services shall be rendered during rehearsals of the Production from _____ through _____. The Production shall be performed through _____.
(starting date) (opening performance)
(final performance)
For Short-Term Choreographers only, number of days to be worked: _____

3. In consideration of full and timely performance by you hereunder, the Theatre agrees to compensate you as follows:

SALARY/FEE AND PAYMENT SCHEDULE:

A Salary of	\$ _____	(at \$ _____	per week _____ for weeks)
A Fee of	\$ _____	Fee Schedule:	\$ _____ upon signing this contract
			\$ _____ upon first day of rehearsal
			\$ _____ upon first day of the last week of rehearsal

The Theatre is authorized to send compensation to: _____

4. EFFECTIVE FOR SDC MEMBERS ONLY:

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 Production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Production.

5. RIDERS: (Attach additional riders to each copy of this contract.)

Accepted:

DIRECTOR/CHOREOGRAPHER

(Signature)

Please type name

Date

Address

Zip

Phone

Email address

Member of SDC in Good Standing: yes _____ no _____

Check if **Staff Director/Choreographer**: ☐

REMINDER: Theatre **MUST** file **Artistic Director Notification Form** with SDC for current season.

Theatre must sign contract first.

THEATRE

By

(Signature)

Please type name

Date

Address

Zip

Phone

Email address

Employer Registration No.

(for Unemployment Insurance)

LORT

rev. 6/12/24

SCHEDULE E EXTENDED ACTIVITY FORM CONTRACT

SDC-LORT Extended Activity Form

This form is to be submitted by the Theatre responsible for payment prior to the extended activity.

Mail to SDC, 321 W 44th Street, Suite 804 New York, NY 10036-5477 or email Contracts@SDCweb.org.

(Refer to Schedule B for calculations)

THEATRE SUBMITTING FORM: _____											
A <small>Original Production</small>	Originating Theatre: _____ Category: _____ Name of Play/Musical: _____ <input type="checkbox"/> Director <input type="checkbox"/> Choreographer <input type="checkbox"/> Director-Choreographer; Name: _____ First Reh: _____ Opening: _____ Closing: _____ Original Fee: \$ _____										
B <small>Type of Extended Activity (choose one)</small>	<input type="checkbox"/> POST OPENING/BRUSH-UP WORK (Article 7(J) & (K)) Dates Worked: _____ Post Opening/Brush-Up Payment: \$ _____ <input type="checkbox"/> REVIVAL (Article 11(A)) Revival Type (check one): <input type="checkbox"/> Same Season <input type="checkbox"/> Subsequent Season Revival Rehearsal Period: _____ through _____ Total Days Worked (if applicable): _____ Revival Performance Period: _____ through _____ Total Performances: _____ Total Revival Payment: \$ _____ <input type="checkbox"/> EXTENSION (Article 11(B)) Extension Performance Period: _____ through _____ Total Number of Extended Performances: _____ Recognition Payment Due: \$ _____ <input type="checkbox"/> TOURS (Article 11(C)) Was the Director/Choreographer/Director-Choreographer notified in writing prior to the original contract? <input type="checkbox"/> Yes <input type="checkbox"/> No Tour Reh. Period: _____ through _____ Tour Reh. Payment Due: \$ _____ Total # Tour Performances: _____ Tour Performance Recognition Payment Due: \$ _____ <input type="checkbox"/> TRANSFERS (ARTICLE 12) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">FROM Original Transferor Theatre: Category _____</td> <td style="width: 11%;">First Reh. _____</td> <td style="width: 11%;">Opening Perf. _____</td> <td style="width: 11%;">Closing Perf. _____</td> <td style="width: 34%;">No. of Reh Days _____</td> </tr> <tr> <td>TO Transferee Theatre: Category _____</td> <td>First Reh. _____</td> <td>Opening Perf. _____</td> <td>Closing Perf. _____</td> <td>No. of Reh Days _____</td> </tr> </table> PAYMENT DUE: <input type="checkbox"/> Transfer Rehearsal Payment \$ _____ -OR- <input type="checkbox"/> Transfer Recognition Payment \$ _____ <input type="checkbox"/> ELECTRONIC REPRODUCTION OR TRANSMISSION/DIGITAL EXTENSION/DIGITAL REVIVAL Electronic Reproduction/Transmission under Article 16(A): Payment: \$ _____ Digital Extension: Payment: \$ _____ Streaming Start Date: _____ End Date: _____ <input type="checkbox"/> Free to Viewers <input type="checkbox"/> Paid by Viewers Digital Revival: Payment: \$ _____ Streaming Start Date: _____ End Date: _____ <input type="checkbox"/> Free to Viewers <input type="checkbox"/> Paid by Viewers	FROM Original Transferor Theatre: Category _____	First Reh. _____	Opening Perf. _____	Closing Perf. _____	No. of Reh Days _____	TO Transferee Theatre: Category _____	First Reh. _____	Opening Perf. _____	Closing Perf. _____	No. of Reh Days _____
FROM Original Transferor Theatre: Category _____	First Reh. _____	Opening Perf. _____	Closing Perf. _____	No. of Reh Days _____							
TO Transferee Theatre: Category _____	First Reh. _____	Opening Perf. _____	Closing Perf. _____	No. of Reh Days _____							
C <small>Signatures (must be signed by both par- ties)</small>	<p>EFFECTIVE FOR SDC MEMBERS ONLY: 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 Production and authorizes and directs the Theatre to deduct such amounts and remit same to SDC. This assignment shall be irrevocable for the term of the above-named Production.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">_____ Director/Choreographer/Director-Choreographer</td> <td style="width: 50%;">_____ Date</td> </tr> <tr> <td>_____ Managing Director/General Manager</td> <td>_____ Theatre Date</td> </tr> </table>	_____ Director/Choreographer/Director-Choreographer	_____ Date	_____ Managing Director/General Manager	_____ Theatre Date						
_____ Director/Choreographer/Director-Choreographer	_____ Date										
_____ Managing Director/General Manager	_____ Theatre Date										

THEATRE WILL BE BILLED BY SDC-LEAGUE FUNDS FOR APPLICABLE PENSION AND HEALTH CONTRIBUTIONS rev. 5/30/24

SCHEDULE F
SDC LOGO



The Director is a Member of the
**STAGE DIRECTORS AND CHOREOGRAPHERS
SOCIETY**, a national theatrical labor union.



The Choreographer is a Member of the
**STAGE DIRECTORS AND CHOREOGRAPHERS
SOCIETY**, a national theatrical labor union.



The Director-Choreographer is a Member of the
**STAGE DIRECTORS AND CHOREOGRAPHERS
SOCIETY**, a national theatrical labor union.



The Director and Choreographer are Members of the
**STAGE DIRECTORS AND CHOREOGRAPHERS
SOCIETY**, a national theatrical labor union.



The Director and Fight Choreographer are Members of the
**STAGE DIRECTORS AND CHOREOGRAPHERS
SOCIETY**, a national theatrical labor union.



The Directors, Choreographers, and Associates
employed on this production are Members of
**STAGE DIRECTORS AND CHOREOGRAPHERS
SOCIETY**, a national theatrical labor union.

SCHEDULE G
SDC-LORT OPEN CONTRACT (LOC)

LORT Open Contract

This LORT Open Contract ("LOC") must be signed and filed with SDC. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this LOC and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. This contract may be filed electronically by sending to Contracts@SDCweb.org or emailing your designated Contract Affairs Representative.

The following constitutes our agreement:

- Except as otherwise provided herein at Sections 3 and 4, this LOC is subject to all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the League of Resident Theatres (LORT), effective April 15, 2024:
- The Theatre, _____, hereby engages the services of _____ as
--select one-- _____ and you accept such engagement with respect to the Production _____
to be performed at (name of stage) _____. Your services shall be rendered
during rehearsals of the Production from _____ through _____. The Production shall
be performed through _____ (starting date) _____ (opening performance)
(final performance)
- In consideration of full and timely performance by you hereunder, the Theatre agrees to compensate you as follows:

SALARY/FEE AND PAYMENT SCHEDULE:

A Salary of	\$ _____	(at \$ _____	per week for _____ weeks)
A Fee of	\$ _____	Fee Schedule:	\$ _____ upon signing this contract
			\$ _____ upon first day of rehearsal
			\$ _____ upon first day of the last week of rehearsal

The Theatre is authorized to send compensation to: _____

4. PENSION/HEALTH CONTRIBUTIONS

- Contribution to SDC-League Pension Fund:
 - Pension: 8.8% of Salary/Fee; increasing to 9.68% effective 4/15/27
 - Media Fee: 0.55% of Salary/Fee; increasing to 0.61% effective 4/15/27
- Contribution to SDC-League Health Fund:
 - Eff. 4/15/24 - \$1184; eff. 4/15/25 - \$1243; eff. 4/15/26 - \$1305; eff. 4/15/27 - \$1370
 - For Short-Term Choreography for Non-Musicals: 50% of above-stated health contribution

5. EFFECTIVE FOR SDC MEMBERS ONLY:

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 Production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Production.

6. RIDERS: (Attach additional riders to each copy of this LOC.)

Accepted:	Theatre must sign LOC first.
DIRECTOR/CHOREOGRAPHER	THEATRE _____
_____	By _____
(Signature)	(Signature)
_____	_____
Please type name	Please type name
Date _____	Date _____
Address _____	Address _____
_____ Zip _____	_____ Zip _____
Phone _____	Phone _____
Email Address _____	Email Address _____
Member of SDC in Good Standing: yes _____ no _____	Employer Registration No. _____ (for Unemployment Insurance)



Revised 5/30/24

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

SCHEDULE H
SDC-LORT FORM FOR WORKSHOPS, EXPERIMENTAL
PRODUCTIONS, AND READINGS

LORT Form

for Workshops, Experimental Productions, and Readings

In the case of any workshop productions, experimental productions, or readings (the Project) for which an SDC Member is employed for more than fourteen (14) days, the Theatre shall file this Form. The Form should be signed and filed with SDC. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this Form and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. This contract may be filed electronically by sending to Contracts@SDCweb.org or emailing your designated Contract Affairs Representative.

The following constitutes our agreement:

1. The Theatre, _____, hereby engages the services of _____ as
--select one-- _____ and you accept such engagement with respect to the Project
_____ to be performed at (name of stage) _____. Your services shall be rendered from
(starting date) _____ through _____ (opening performance) _____. The Production shall be performed through _____ (final performance) _____.

2. In consideration of full and timely performance by you hereunder, the Theatre agrees to compensate you as follows:

Compensation: \$ _____

The Theatre is authorized to send compensation to:

Contribution to SDC-League Pension Fund: 8.8% of Compensation indicated above; increasing to 9.68% effective 4/15/27
Contribution to SDC-League Health Fund: 50% of LOC rate

3. EFFECTIVE FOR SDC MEMBERS ONLY:

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 Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Project.

4. RIDERS: (Attach additional riders to each copy of this Form.)

Accepted:

DIRECTOR/CHOREOGRAPHER

(Signature) _____

Please type name _____

Date _____

Address _____

_____ Zip _____

Phone _____

Email Address _____

Member of SDC in Good Standing: yes ☐ no ☐

Theatre must sign Form first.

THEATRE _____

By _____
(Signature)

Please type name _____

Date _____

Address _____

_____ Zip _____

Phone _____

Email Address _____

Employer Registration No. _____
(for Unemployment Insurance)



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

rev. 5/30/24

SCHEDULE I

SDC-LORT DEVELOPMENTAL WORK PAYMENT & CONTRIBUTIONS REPORT

SDC-LORT Developmental Work Payment and Benefit Contributions Report

This form is to be submitted by the Theatre responsible for payment prior to the developmental work:
Mail or email to SDC, 321 W. 44th Street, Suite 804, NY, NY 10036 or Contracts@SDCweb.org
(Refer to Article 4(C)(1) for calculations)

Theatre Submitting Form: _____

Name of Project: _____

SDC Member: _____

Please check one of the following:

☐ Director ☐ Choreographer ☐ Director/Choreographer

First Day Worked: _____ Final Day Worked: _____

Total # of Days Worked: _____

- Effective 4/15/24: \$42 per day worked (\$20 to Health, \$22 to Pension)
- Effective 4/15/27: \$44.20 per day worked (\$20 to Health, \$24.20 to Pension)

Total Contribution Due to SDC/League Pension Fund: \$ _____

Total Contribution Due to SDC/League Health Fund: \$ _____

Total Payment to Director and/or Choreographer: \$ _____

Actors engaged pursuant to:

- ☐ LORT-AEA Staged Reading Terms
☐ LORT-AEA Casual Employment Rider
☐ LORT-AEA Experimental Theatre Contract
☐ Other LORT-AEA developmental work contract:

Theatre Signature

Date

Print Name

The terms of SDC-LORT CBA Article 23 EQUITY, DIVERSITY, AND ACCESS; NON-DISCRIMINATION, ANTI-HARASSMENT shall apply to Directors and/or Choreographers engaged pursuant to this form.

**DEVELOPMENTAL WORK PAYMENTS AND CONTRIBUTIONS SHALL BE DUE IN FULL NO
LATER THAN TWO WEEKS AFTER THE FINAL DAY WORKED**



STAGE
DIRECTORS AND
CHOREOGRAPHERS
SOCIETY

Updated 5/30/24

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

SCHEDULE J

SDC-LORT FIGHT CHOREOGRAPHER FORM



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

LORT Fight Choreographer Form

This form must be signed and filed with SDC. Attach all riders to each copy. The Theatre and the Fight Choreographer each must file one copy of this form and any riders with SDC. This contract may be filed electronically by sending to Contracts@SDCweb.org or emailing your designated Contract Affairs Representative.

1. This agreement is entered into on the ____ day of _____, 20__ between _____ (the Theatre) and _____, engaged as Fight Choreographer, with respect to the production of _____ (the Play). Services will be/have been rendered from _____ through _____.
(starting date) (final performance)
2. Compensation for the Fight Choreographer is: \$ _____
3. Enclosed herewith are contributions to the SDC-League Pension and Health Funds:
Total Pension contribution (8.8% of Compensation, Increasing to 9.68% effective 4/15/27): \$ _____
Total Health contribution (8% of Compensation): \$ _____
4. BILLING: The Fight Choreographer shall receive billing as follows: "Fight Choreography by _____" or such other billing as agreed between the Fight Choreographer and the Theatre.
5. PROPERTY RIGHTS: All rights in and to any fight choreography created by the Fight Choreographer in the course of the rendition of the Fight Choreographer's services hereunder shall be, upon its creation and will remain, the sole and exclusive property of the Fight Choreographer; it being understood, however, that the Theatre shall have a perpetual and irrevocable license to use such property in the stage production of the Play covered under the terms of this agreement. Any additional use not covered hereunder shall be subject to further agreement between the Theatre and the Fight Choreographer. The Fight Choreographer reserves the right to copyright their fight choreography.
6. ARBITRATION: Any dispute hereunder shall be resolved pursuant to arbitration per Article 24 of the SDC-LORT Agreement.
7. Effective immediately, the undersigned assigns to SDC three percent (3%) of all monies earned and to be earned as Fight Choreographer of the above-named Production and authorizes and directs the Theatre to deduct such amounts and remit same to SDC. This assignment shall be irrevocable for the term of the above-named Production.
8. RIDERS: (Attach additional riders to each copy of this form.)

Accepted:
FIGHT CHOREOGRAPHER

Signature _____

Please type name _____

Date _____

Theatre must sign Form first.

THEATRE

By _____

Signature _____

Please type name _____

Date _____

Revised 5/30/24

SCHEDULE K

SDC-LORT ASSOCIATE DIRECTOR AND ASSOCIATE CHOREOGRAPHER FORM



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

SDC-LORT Associate Director and Associate Choreographer Form

This form must be signed and filed with SDC. Attach all riders to each copy. The Theatre and the Associate each must file one copy of this form and any riders with SDC. This contract may be filed electronically by sending to Contracts@SDCweb.org or emailing your designated Contract Affairs Representative.

1. This agreement is entered into on the ____ day of _____, 20____ between _____
(the Theatre) and _____, engaged as –select one– _____, with respect to the
production of _____ (the Play). Services will be/have been rendered from
_____ through _____, with first performance on _____.
(starting date) (ending date) (first performance)
2. Compensation for the Associate is as follows:
☐ Weekly compensation of \$ _____
☐ Other (only if engaged on a part-time basis): See Rider
3. Contributions to the SDC-League Pension and Health Funds shall be as follows:
Total Pension Contribution : 8.8% of total compensation; increasing to 9.68% effective 4/15/27.
Weekly Health contribution:
 - \$200 per week
 - For part-time employment, 1/6 of amount above for each day for which services are provided
4. BILLING: The Associate shall be billed in the program.
5. ARBITRATION: Any dispute hereunder shall be resolved pursuant to arbitration per Article 24 of the SDC-LORT Agreement.
6. EQUITY, DIVERSITY, INCLUSION, AND ACCESS; NON-DISCRIMINATION, ANTI-HARASSMENT: The Associate shall be covered by Article 23 of the SDC-LORT Agreement.
7. FOR SDC MEMBERS ONLY: Effective immediately, the undersigned assigns to SDC three percent (3%) of all monies earned and to be earned as Associate of the above-named Production and authorizes and directs the Theatre to deduct such amounts and remit same to SDC. This assignment shall be irrevocable for the term of the above-named Production.
8. RIDERS: (Attach additional riders to each copy of this form.)

Accepted:
ASSOCIATE

(Signature)

Please type name

Date _____

Address _____

Zip _____

Phone _____

Email Address _____

Member of SDC in Good Standing: yes ☐ no ☐

Revised 7/15/24

Theatre must sign Form first.

THEATRE

By _____
(Signature)

Please type name

Date _____

Address _____

Zip _____

Phone _____

Email Address _____

Employer Registration No. _____

(for Unemployment Insurance)

SCHEDULE L
SDC-LORT MEDIA SIDE LETTER USAGE FORM



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

SDC-LORT Media Usage Form

This form must be submitted by any Theatre using the terms of SDC-LORT Agreement Articles 16(l)(7) or (8) or SDC-LORT Media Side Letter Paragraphs C, D, or K. This form must be submitted by email to Contracts@SDCweb.org or your designated Contract Affairs Representative.

Theatre: _____

Production: _____

First Live Performance Date: _____ Final Live Performance Date: _____

Director and/or Choreographer Name(s): _____

Reporting on:

- ☐ Streaming/simulcast during originally scheduled run under Media Side Letter Paragraph C (including any digital extension) **[REMINDER: submit form no later than two weeks after final week of streaming/simulcast]**
- ☐ Digital revival streaming under Media Side Letter Paragraph D **[REMINDER: submit form no later than two weeks after final week of streaming]**
- ☐ Streaming/simulcast to a place of public assembly under Article 16(l)(7), including as modified by Media Side Letter Paragraph K
- ☐ Closed circuit viewing under Article 16(l)(8)

Streaming/Simulcast/Viewing Period(s): _____

Number of Attendees for streaming/simulcast/viewing: _____

Total Ticket Revenue for streaming/simulcast/viewing (if applicable): _____

Third-Party Production Company (if applicable): _____

The Theatre shall follow all applicable terms and conditions set forth in the SDC-LORT Agreement Article 16 and/or the SDC-LORT Media Side Letter dated April 15, 2024.

Theatre Signature

Date

Print Name

LORT A+ THEATRE RIDER

A. Caps

Productions of an A+ Theatre at an A+ category stage which extend beyond certain periods, hereinafter referred to as "Caps," shall be subject to the terms set forth below. The Caps shall be defined for each A+ Theatre as follows:

Lincoln Center Theater – The originally scheduled number of performances for the production.

Roundabout Theatre Company – For a musical: eighteen (18) weeks; for a play: fifteen (15) weeks; for a production at "Studio 54": twelve (12) weeks; and for a production at the Stephen Sondheim Theatre: twelve (12) weeks.

Manhattan Theatre Club – At the Samuel J. Friedman Theatre: sixteen (16) weeks and ten (10) weeks at any other A+ category stage.

Second Stage Theater – At the Helen Hayes Theater: sixteen (16) weeks.

B. Extensions

In the event that a production of an A+ Theatre at an A+ category stage extends beyond the applicable Cap, the A+ Theatre shall pay to the Director and/or Choreographer of such production royalties as provided for in the effective collective bargaining agreement between SDC and The League of American Theatre and Producers, Inc. (the "Broadway Agreement") for the period beyond the applicable Cap, and Pension and Health Fund contributions as follows:

Health: The weekly amount specified in the effective Broadway Agreement for each week beyond the Cap; and

Pension: The weekly amount specified in the effective Broadway Agreement for each week beyond the Cap.

C. Tours Within LORT

In the event that an A+ Theatre tours a production from an A+ stage to another LORT Theatre, the Director and/or Choreographer shall be paid royalties pursuant to the effective Broadway Agreement and Pension and Health Fund contributions pursuant to Section B above, commencing with the first paid public performance at the other LORT Theatre.

D. Transfers Within or Into LORT

1. When an A+ Theatre transfers a production from one of its stages which is not an A+ stage to an A+ stage and the production is not offered to subscribers or members as part of the Theatre's scheduled season or series, royalties under the effective Broadway Agreement shall be payable commencing upon the first paid public performance on the A+ stage. If any additional work is required from the Director and/or Choreographer for such transfer, the Theatre shall pay the greater of (a) the contractual fee for the first production, prorated for the period of work required; or (b) the minimum fee for the A+ stage production, prorated for the period of work required.
2. When an A+ Theatre transfers a production from one of its stages that is not an A+ stage to an A+ stage and the production is offered to subscribers or members as part of the Theatre's scheduled season or series, the Theatre may elect one of the following options:
 - a. Pay the full contractual fee for the A+ stage, in which case no royalty shall be payable until after the applicable Cap; or
 - b. Pay for any additional rehearsals required for the transfer as provided at Section D(1) above, and royalties under the effective Broadway Agreement shall commence upon the first paid public performance on the A+ stage.
3. In the case of a transfer within or into LORT, where the transferee Theatre produces the subsequent production, the applicable provisions of Article 12 of the SDC-LORT Agreement shall be effective. Rehearsals and previews shall be

included in "days of rehearsal," provided the Director, and/or Choreographer is in attendance.

E. Associate Directors and Associate Choreographers

1. When an A+ Theatre engages an Associate Director or Associate Choreographer who is not a staff member of the Theatre for a production on an A+ category stage, the Theatre shall do so on the SDC-LORT Associate Director and Associate Choreographer Form, annexed hereto as "Schedule K", under the following terms:
 - a. full-time Associates shall receive minimum compensation of no less than \$1,000 per week on plays and \$1,200 per week on musicals;
 - b. for an Associate engaged on a part-time basis, all work performed shall be compensated at a rate to be negotiated in good faith between the Theatre and the Associate;
 - c. the Theatre shall pay to the SDC-League Pension Funds 8.8% of the payment to the Associate, which shall increase to 9.68% effective April 15, 2027, and the Theatre shall pay to the SDC-League Health Fund \$200 per week, which shall be prorated for an Associate engaged on a part-time basis at a rate of one-sixth (1/6) the above weekly amount for each day for which services are provided;
 - d. the Associate shall be billed in the program;
 - e. the Associate shall be covered by the terms of Article 23. Equity, Diversity, Inclusion, and Access; Non-Discrimination, Anti-Harassment;
 - f. disputes shall be covered by Article 24. Arbitration and Grievance Procedure; and
 - g. the Theatre agrees that as a condition of employment the Associate shall, subject to applicable statutory provisions, be required to join SDC upon their employment on a third SDC-LORT Associate Director and Associate Choreographer Form;

- h. the Theatre shall deduct dues and remit same to SDC, provided the Associate has executed a lawful dues deduction authorization, and shall do so on the same terms as Article 5(F).
- 2. To be covered as an Associate under this provision, an individual must meet the qualification of an Associate per the attached side letter dated April 15, 2024.
- 3. The Theatre has full and final discretion as to whether an Associate will be engaged and whether an individual meets the qualifications and expectations of Associate Director or Associate Choreographer.