

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

COLLECTIVE BARGAINING AGREEMENT

July 1, 2025–June 30, 2029

Table of Contents

I. RECOGNITION.....3

II. OFF-BROADWAY AREA3

III. MEMBERSHIP, FEES AND UNION SECURITY4

IV. NON-APPLICABILITY.....6

V. GENERAL PROVISIONS.....6

VI. FEES AND ROYALTY ADVANCES..... 10

VII. ROYALTIES..... 19

VIII. ROYALTY REDUCTIONS.....22

IX. INSTITUTIONAL NOT-FOR-PROFIT THEATRES23

X. ASSOCIATE DIRECTORS AND ASSOCIATE CHOREOGRAPHERS24

XI. PER DIEM AND OTHER EXPENSES25

XII. PENSION AND HEALTH.....26

XIII. ELECTRONIC RIGHTS, TRANSMISSION & REPRODUCTION28

XIV. MEDIA & PROMOTION.....32

XV. PARTICIPATION IN SUBSIDIARY INCOME OF THE PRODUCER.....35

XVI. PROPERTY RIGHTS36

XVII. PRIOR PRODUCTIONS.....37

XVIII. ADDITIONAL COMPANIES, TRANSFERS, TOURS AND LICENSING38

XIX. PRODUCER’S REPORTING REQUIREMENTS51

XX. NO STRIKE, NO LOCKOUT.....53

XXI. LABOR MANAGEMENT COMMITTEE54

XXII. ARBITRATION OF DISPUTES.....54

XXIII. MAINTAINING THE QUALITY OF A PRODUCTION.....56

XXIV. ARTISTIC APPROVAL57

XXV. BILLING58

XXVI. SAFETY59

XXVII. NON-DISCRIMINATION & ANTI-HARASSMENT59

XXVIII. HOUSE SEATS63

XXIX. SECURITY DEPOSIT63

XXX. SOCIAL SECURITY/UNEMPLOYMENT INSURANCE66

XXXI. SEPARABILITY.....67

XXXII. CANCELLATION OF EXISTING RECOGNITION AGREEMENTS67

XXXIII. TERM67

SCHEDULE A-CATEGORIES71

SCHEDULE B-MINIMUM FEES FOR DIRECTORS73

SCHEDULE C-MINIMUM FEES FOR CHOREOGRAPHERS75

SCHEDULE D-MINIMUM FEES FOR DIRECTOR-CHOREOGRAPHERS77

SCHEDULE E-FEES FOR TOURS.....79

SCHEDULE F-FORM CONTRACT.....80

SCHEDULE G-SHORT TERM OR SPECIALTY CHOREOGRAPHY EXTENDED ACTIVITY FORM 81

SCHEDULE H-DEVELOPMENTAL FORM.....82

SCHEDULE I-WORKSHOP FORM84

SCHEDULE J-ASSOCIATE DIRECTOR & ASSOCIATE CHOREOGRAPHER FORM.....85

SCHEDULE K-PENSION AND HEALTH AMOUNTS DUE TO EACH FUND 86

THIS AGREEMENT is made as of July 1, 2025, between the Stage Directors and Choreographers Society, Inc. (hereinafter referred to as "SDC") and the Off-Broadway League (hereinafter referred to as the "League"). In consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

I. RECOGNITION

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

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

II. OFF-BROADWAY AREA

- (A) Unless otherwise agreed, this Agreement is applicable to productions under the jurisdiction of Actors' Equity Association or to non-Equity productions where an SDC member is engaged, presented in any theatre having a seating capacity of 100 to 499 in the five (5) boroughs of the City of New York or in such other locations to which Producer and SDC may agree.
- (B) "Performance Art" shall be defined for the purposes of this Agreement only as "a work in which all performers are authors and where a director's and/or

choreographer's services are required for no more than two (2) weeks over a four (4) week period." In the event the Director and/or Choreographer was engaged in a prior production of the work or for a prior developmental project of the work, the prior engagement shall be included in the calculation of the aforementioned two (2) weeks. The terms of the engagement of a Director and/or a Choreographer for a work of "Performance Art" shall be negotiated on a case-by-case basis, subject to the agreement of the Producer, the Director and/or Choreographer and SDC.

III. MEMBERSHIP, FEES AND UNION SECURITY

(A) The Producers agree that, as a condition of employment, any Director, Choreographer, or covered Associate, hired after the execution date of this Agreement will be required to join SDC as follows:

(1) For Categories A-E and Categories AA-EE - After the 30th day following their employment or the effective date of this Agreement, whichever is later. This 30-day grace period applies to the initial engagement of a Director, Choreographer, or covered Associate, contracted for after the effective date of this Agreement. Thereafter, with respect to succeeding engagements, Directors, Choreographers, and covered Associates, as a condition of employment, shall be or become members in good standing of SDC when hired by a Producer.

(2) For Categories 1-5 – Before directing or choreographing their 2nd production covered under this Agreement

Nothing in this paragraph shall be construed to require the Producer to cease employing or refrain from employing any such person if the Producer has reasonable grounds for believing that:

(1) Membership in SDC was not available to them on the same terms and conditions generally applicable to other members, or

- (2) Membership in SDC was denied or terminated for reasons other than their failure to tender periodic dues, assessments and the initiation fee uniformly required by SDC as a condition of acquiring or retaining membership.
- (B) SDC agrees to admit to membership on non-discriminatory terms any present or future employee of the Producers. Moreover, SDC will not invoke any Federal statute or other laws or take any other action to bar any Director, Choreographer, or covered Associate, duly authorized to work under this Agreement and will admit such Director, Choreographer, or covered Associate to membership on a non-discriminatory basis.
- (C) SDC agrees that any initiation fee, dues, assessments, or similar charges, shall be reasonable and shall be uniformly required of all applicants and members.
- (D) The Producer shall deduct dues and assessments on any compensation payable to the Director, Choreographer, and covered Associate under the Agreement and remit same to SDC, provided the Director, Choreographer, and covered Associate has executed a lawful dues deduction authorization.
 - (1) Dues and assessments on fees and advances shall be remitted not later than fourteen (14) days after the final payment of fee/advance is due under Article VI, Section (B);
 - (2) Dues and assessments on royalties shall be remitted not later than fourteen (14) days after payment of any royalty is due to Director and/or Choreographer under Article VII, Section (A) or Section (D).
 - (3) Dues and assessments on all other compensation, including compensation paid to covered Associates, shall be remitted not later than fourteen (14) days after payment is made to Director, Choreographer, or covered Associate. Reimbursement for expenses and per diem payments shall not be considered compensation for the purposes of this Agreement.

- (E) SDC will establish such by-laws as will provide for honorable withdrawal and re-entry upon reasonable conditions. In no event will honorable withdrawal be conditioned on the payment by any individual of more than arrearages in dues, fines and assessments, and in no event will honorable re-entry be conditioned on the payment by any individual of a sum in excess of the initiation fee set forth in paragraph III(C) of this Agreement.

IV. NON-APPLICABILITY

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

V. GENERAL PROVISIONS

- (A) No Producer may make any representation regarding the engagement of a Director and/or Choreographer unless negotiations for an agreement for their services have been completed.
- (B) SDC and the League have approved a Form Contract, attached hereto as Schedule F for Directors and Choreographers, and Schedule J for covered Associates. SDC shall provide copies to the Producers, and the Form Contract shall be used by the Producers for the employment of any Director, Choreographer, or covered Associate under this Agreement. The Producer shall file a copy of the fully executed contract of every Director, Choreographer, and covered Associate with SDC prior to the first rehearsal.

- (1) No Director, Choreographer, or covered Associate, shall be permitted to commence rehearsals until the signed Individual Employment Agreement ("Form Contract") is filed with SDC. Producer shall inform SDC of the date, time and place of the first rehearsal, and a representative of SDC shall have the right to attend such rehearsal.
 - (2) Should the Producer have delivered a signed Form Contract, including appropriate Riders, to the Director, Choreographer, or covered Associate which completely and accurately reflects all understandings between the parties, prior to said first rehearsal, SDC shall not prevent the commencement of rehearsals.
 - (3) The filing of Form Contracts containing at least minimum terms is required for any Director, Choreographer, or covered Associate engaged, including any who may also be engaged as a staff director and/or choreographer on an annual salary at an Institutional Not-for-Profit Theatre (see Article IX below). It is understood that minimum fees and royalties, as agreed herein, may be included within any such individual's annual salary.
- (C) The applicable provisions of this Agreement shall be deemed incorporated into the individual contract of employment between each Producer and each Director, Choreographer, and covered Associate. The Producer, SDC, and the individual Director, Choreographer, and covered Associate shall each be bound thereby.
- (D) Nothing contained in this Agreement shall be construed to prevent any Director, Choreographer, or covered Associate from negotiating with and obtaining from any Producer any better terms and conditions than are provided for in this Agreement without limitation.
- (E) The Producer agrees that reduction by any Director, Choreographer, or covered Associate of any of the terms of this Agreement shall not be effective unless the

written consent of SDC is first obtained, except as provided in Articles VII and VIII below.

(F) No Director and/or Choreographer may be dismissed, unless guilty of breach of contract, without the full payment of all compensation due under the contract as same accrues. In the event of a breach of contract, the Producer shall notify SDC within forty-eight (48) hours. The dismissal shall be subject to the grievance and arbitration procedure outlined in Article XXII. Arbitration of Disputes, unless otherwise agreed to by the Producer, the Director and/or Choreographer, and SDC. During the term of the grievance and arbitration process, or if neither party files a grievance, Artistic Approval (Article XXIV) shall be suspended.

(1) Notwithstanding the foregoing, if a Director and/or Choreographer is dismissed by Producer for a reason other than breach of contract, and if the Producer hires another Director and/or Choreographer covered under this Agreement to succeed the dismissed Director and/or Choreographer, the dismissed Director and/or Choreographer shall be entitled to the following:

- a) Director and/or Choreographer shall be due full payment of the contractual fee and advance payable upon notice of Director and/or Choreographer's dismissal.
- b) If such dismissal occurs before or on the date which is ninety (90) days prior to first rehearsal, Director and/or Choreographer shall receive 50% of the contractual royalty.
- c) If such dismissal occurs less than ninety (90) days prior to first rehearsal, Director and/or Choreographer shall be due 75% of the contractual royalty.
- d) If such dismissal occurs after the date of first rehearsal, Director and/or Choreographer shall be due 100% of the contractual royalty for the originally announced run or the first 6 weeks of performances,

whichever is shorter. Thereafter, 75% of the contractual royalty shall be paid.

- e) Health and pension contributions shall be due per Article XII.
- f) Artistic Approval (Article XXIV) shall no longer apply to the dismissed Director and/or Choreographer following the date of dismissal.
- g) Adjustments to billing for the dismissed Director and/or Choreographer shall be negotiated in good faith between the Producer, the Director and/or Choreographer, and SDC. However, if a Director and/or Choreographer who has been dismissed so requests of the Producer in writing, their name shall be removed from all forms of billing.

(2) The replacement Director and/or Choreographer shall be entitled to the following:

- a) Director and/or Choreographer shall be paid no less than the applicable minimum fee and advance.
- b) If such replacement occurs prior to first rehearsal, the Director and/or Choreographer shall receive no less than 100% of the applicable minimum royalty.
- c) If such replacement occurs after the date of first rehearsal, the replacement Director and/or Choreographer shall be due no less than 50% of the applicable minimum royalties for the originally announced run or the first 6 weeks of performances, whichever is shorter. Thereafter, no less than 75% of the applicable minimum royalties shall be paid.
- d) Health and pension contributions shall be due per Article XII.

(3) No Associate Director or Choreographer may be dismissed without two (2) weeks' notice, or payment in lieu thereof.

- (G) No later than the execution of the Form Contract by the Director and/or Choreographer or seven (7) days after the Producer has executed a theatre lease or license agreement, the Producer shall notify SDC in writing of the name and number of seats of the theatre in which the production shall be presented. In the event of any change of theatre, the Producer shall promptly notify SDC of such change, including the number of seats.
- (H) Producer shall inform the Director, for each design, of the design due dates and budget for that design. Producer and the Director will maintain timely communication with the designers to support meeting the production's design due dates and budget.
- (I) The League shall provide SDC with a current list of League members and shall notify SDC as changes to such list occur, upon request of SDC.

VI. FEES AND ROYALTY ADVANCES

- (A) Minimum fees and advances shall be based on the category for each production as set forth on Schedule A hereto. Minimum fees and advances for:
 - (1) Directors shall be no less than those set forth on Schedule B hereto.
 - (2) Choreographers shall receive no less than eighty (80%) percent of the amounts listed in Schedule B, as set forth on Schedule C hereto; except as otherwise provided in Article VI (G), Short Term or Specialty Choreography.
 - (3) Director-Choreographers shall receive no less than one hundred eighty (180%) percent of the amounts listed in Schedule B, as set forth on Schedule D hereto.
 - (4) The applicable fee in all cases shall be determined as of the date of contract signing or date of the first rehearsal, whichever is later.

- (B) One-third (1/3) of the fee is to be paid to the Director and/or Choreographer on signing of the contract or the first day of auditions, whichever first occurs. One-third (1/3) is to be paid on the first (1st) day of rehearsal, and one-third (1/3) is to be paid on the first (1st) paid public performance. All of the aforesaid payments are non-returnable.
- (C) For Categories 1-5, minimum fees for Secondary Activity/Second Stage shall be no less than 75% of the amounts applicable to each Theatre, as specified in Schedule A. Secondary activity shall be defined as activity that is not primary or main stage activity with a paid or subscriber audience and five (5) or more performances.
- (D) If the Category changes due to 1) the addition of seats at the same theatre for commercial productions or 2) a change in the space's category based on the criteria set forth at section (B) of Schedule A, the Director and/or Choreographer shall receive the difference between the fee paid and the minimum fee payable under the larger Category.
- (E) The advance against royalties shall be considered part of the fee for all purposes under this Agreement and is non-returnable; however (except where the Director and/or Choreographer is receiving less than full contractual royalty payments pursuant to Article VII (D) below), no royalties shall be paid to a Director and/or Choreographer until the royalties due exceed the advance. Where the individual contract provides for a fee in excess of the minimum fee set forth above, the advance against royalties set forth above may be reduced by the amount of such excess, as specifically provided in a Rider to said individual contract.
- (F) If a production is abandoned, the Producer shall have no further obligation to the Director and/or Choreographer for payments due after the date of the abandonment. Any compensation due to or paid to the Director and/or

Choreographer prior to the abandonment shall be unaffected by the abandonment.

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

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

(H) Short-Term Or Specialty Choreography

(1) Musicals

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

<u>Choreographic Work Days</u>	<u>Fee & Advance at Schedule C</u>	<u>Weekly Royalties at Article VII</u>
1-6 (consecutive)	25%	25%
1-6 (non-consecutive)	33%	33%
7-12 (consecutive)	60%	60%
7-12 (non-consecutive)	75%	75%

discretion of the Producer, provided, however, that the Choreographer’s schedule shall be mutually agreed upon between the Choreographer and the Producer, with written notice to SDC of such schedule. For the purposes of this provision VI (G) (2), a “full-day” shall be defined as a period of more than four (4) consecutive hours in a single rehearsal day. A “half-day” shall be defined as a period of no more than four (4) consecutive hours in a single rehearsal day. Such full-days and half-days may be non-consecutive. If Producer elects the four (4) half-days option, any single rehearsal day where the Choreographer’s services are required by Producer for more than four (4) hours shall be considered two (2) half-days. In any case, should the Producer require the Choreographer’s services for more than two (2) full-days or more than four (4) half-days, as defined above, the Choreographer shall immediately become covered under the minimum terms for three-to-six (3-6) full days, and Producer shall immediately remit payment of the difference between the fee/advance, royalty, and benefits received and additional amounts due.

- (3) In all instances under this Section (G) a Producer shall make initial contributions to SDC’s Pension and Health Funds per Article XII based on the applicable Fee and Advance payable to the Choreographer. In addition, the Producer shall make the following weekly payments to SDC’s Pension and Health Funds for each week or part thereof of rehearsal and/or performance for a Choreographer covered under this Section (G):

Musical:

<u>Choreographic Work Days</u>	<u>Percentage of Weekly Payments Set Forth At Article XII Section (B)</u>
1-6 (consecutive)	25%
1-6 (non-consecutive)	33%
7-12 (consecutive)	60%
7-12 (non-consecutive)	75%
13 or more	100%

Non-Musical:

1-2 Full Days	Per Article VI(H)(1)*
1-4 Half Days	Per Article VI(H)(1)*
3-6	30%
7-12	50%
13-16	75%
17 or more	100%

*For Non-Musicals, the daily health and pension contribution outlined in Article VI(H)(1) below shall be paid for each day or part thereof the Choreographer is engaged (e.g., \$40 per each day or half day effective July 1, 2025, and \$50 per each day or half day effective September 1, 2026).

- (4) All fees and advances and pension and health fund payments due under this Section (G) shall be paid at such times as such payments are payable pursuant to Article VI Section (B) and Article XII Sections (A) and (B), respectively.
- (5) Only work performed on any day prior to the official press opening (including the preview period) shall be included in determining the total number of days of employment. [No work may be required after the official press opening unless the Choreographer is receiving a weekly royalty, or as provided by Paragraph (6) below.]
- (6) Post-Opening Services of Short-Term Choreographer:
 - (a) After the official press opening of said production, Producer may request, subject to the availability of Choreographer, the services of Choreographer to recreate Choreographer’s work for new and/or replacement actors at the following rates for each day or part thereof:

Commercial Category D and NFP Categories DD & EE:

<u>7/1/25</u>	<u>7/1/26</u>	<u>7/1/27</u>	<u>7/1/28</u>
\$337	\$354	\$372	\$391

Commercial Category C and NFP Category CC:

<u>7/1/25</u>	<u>7/1/26</u>	<u>7/1/27</u>	<u>7/1/28</u>
\$281	\$295	\$310	\$326

Commercial Category B and NFP Category BB:

<u>7/1/25</u>	<u>7/1/26</u>	<u>7/1/27</u>	<u>7/1/28</u>
\$225	\$236	\$248	\$260

Commercial Category A, NFP Categories AA & AA+, and Categories 1-5:

<u>7/1/25</u>	<u>7/1/26</u>	<u>7/1/27</u>	<u>7/1/28</u>
\$169	\$177	\$186	\$195

- (7) In the event a Choreographer employed under this provision was the Choreographer for a Prior Production of the Play, as set forth in Article XVII below, the Choreographer will receive six (6) days credit under this provision for the Prior Production (i.e., the Choreographer will receive compensation under this Section based on the first day of service counting as the seventh day).
- (8) The individual contract for a Choreographer employed under this Section (G) shall state the date of the Choreographer’s first rehearsal and the initial period of engagement, and shall provide a payment schedule in conformity with this Section. In the event the Choreographer renders service beyond the stated initial period of engagement, the Producer shall pay to the Choreographer any additional fee due on the first day of such continued employment, file an Extended Activity Form (annexed hereto as Schedule G) and any additional initial pension and health contributions which may be due will be paid within fourteen (14) days. In no event, however, shall a Producer be required to pay cumulatively more than one hundred (100%) percent of the minimum fee and advance, weekly royalties and/or the pension and health contributions otherwise

payable to a choreographer under this Agreement, unless otherwise specifically agreed in a rider to the individual agreement.

(I) Development Work

(1) In the case of any workshop productions, readings or other developmental work produced by an Off-Broadway Institutional Not-For-Profit Producer and in the case of any workshop productions, readings or other developmental work considered for an Off-Broadway production by a Commercial Producer, for which the Producer employs an SDC member for fourteen (14) days or fewer, Producer shall employ such Director and/or Choreographer pursuant to the "SDC/Off-Broadway League Development Form" (annexed hereto as Schedule H) and Producer shall pay to the SDC member a minimum fee of no less than \$250 for a one day project and for projects of more than one day, \$125 for each day. Additionally, Producer shall pay to the SDC-League Pension and Health Funds \$40 for each day of rehearsal, increasing to \$50 on September 1, 2026. For the purposes of this provision, payments to the SDC-League Pension and Health Funds shall be capped at \$280 total per SDC member, per contract, increasing to \$350 on September 1, 2026. Such payment shall only be made for days when the SDC member is rehearsing with (an) Actor(s). For clarity, it is not intended that any payment shall be made when the SDC member only attends or observes developmental work. SDC shall determine annually what portion of the benefit contributions is payable to each Fund.

(2) In the case of any developmental work produced by an Off-Broadway Institutional Not-For-Profit Producer and in the case of any developmental work considered for an Off-Broadway production by a Commercial Producer, for which the Producer employs an SDC member for more than fourteen (14) days, the Producer shall employ such Director and/or Choreographer pursuant to the "SDC-Off Broadway Workshop Form"

(annexed hereto as Schedule I). Pursuant thereto the Producer shall pay the SDC member no less than \$900 per week or part thereof, increasing to \$1000 on July 1, 2028, commencing on the first day of such employment. Additionally, the Producer shall pay to the SDC-League Pension and Health Funds the applicable weekly contributions per Category specified in Article XII (B) of this Agreement for each week of employment or part thereof.

(J) Fight Choreography

- (1) In the event that a Producer elects to employ a member of SDC to choreograph fights and/or other forms of stage violence, the Producer shall employ such Choreographer pursuant to the SDC-Off-Broadway Form Contract, attached hereto as Schedule F.
 - (a) The salary/fee shall be negotiable between the Producer and Choreographer (and inserted into the Form Contract upon agreement between the Producer and Choreographer), irrespective of any minimum rates herein.
 - (b) The Producer shall pay to the SDC-League Pension Fund 4.5% of such compensation as negotiated above increasing to 5% effective September 1, 2026 and 6% effective July 1, 2028, and the Producer shall pay to the SDC-League Health Fund 4% of such compensation as negotiated above.
 - (c) If a Director and/or Choreographer contracted for a specific production also choreographs fights and/or other forms of stage violence for that same production, the Producer shall not be required to file a separate contract or pay additional compensation.

For clarity, this provision is only applicable when a Producer engages a member of SDC for fight choreography, and Article III (Membership, Fees,

and Union Security) shall not apply. The term of this provision, Article VI (J), shall remain in effect for eight (8) years following July 1, 2019, and shall not be subject to negotiation prior to the end of such period (i.e., June 30, 2027).

(K) Co-Directors, Co-Choreographers, and Co-Director-Choreographers
Except as set forth in the paragraph below, in the event Co-Directors, Co-Choreographers, or Co-Director-Choreographers are hired under this Agreement, each Co-Director, Co-Choreographer, or Co-Director-Choreographer shall receive no less than the following:

1. No less than 80% of the applicable minimum fee/advance
2. No less than 50% of the applicable minimum royalty
3. 100% of the pension and health contributions
4. 100% of per diem (if applicable)

Any additional economics, including but not limited to electronic capture shall be split equally between the Co-Directors or Co-Choreographers.

For Not-for-Profit Theatre Categories AA-EE and 1-5: The above is permitted provided the production is conceived for Co-Directors, Co-Choreographers, and/or Co-Director-Choreographers, and neither Co-Director, Co-Choreographer, and/or Co-Director-Choreographer, is a staff member of the Institutional Not-For-Profit Theatre.

VII. ROYALTIES

(A) The Director shall receive a minimum guaranteed royalty payment of two (2%) percent on all Gross Weekly Box Office Receipts; the Choreographer shall receive a minimum guaranteed royalty payment of one and one-half (1-1/2%) percent on all Gross Weekly Box Office Receipts; and the Director-Choreographer shall receive two and three-quarters (2-3/4%) percent on all Gross Weekly Box Office Receipts.

- (B) The payments are to be made to the Director and/or Choreographer no later than seven (7) days after the end of each performance week, and must be accompanied by a box office statement.
- (C) For purposes of calculating royalties, Gross Weekly Box Office Receipts shall be the gross box office receipts as evidenced by box office statements prepared and signed by the theatre and the Producer or their representative after the following deductions:
- (1) Any Federal or other admission taxes.
 - (2) Commissions paid in connection with theatre parties, group sales, benefits, automated ticket distribution or remote box offices, e.g. Telecharge, TicketMaster (but not ticket brokers) and credit cards.
 - (3) Sums paid to the Pension and Health/Welfare and Annuity Funds of theatrical unions.
 - (4) Subscription fees.
 - (5) Receipts from Actors' Fund benefit performances.
 - (6) Payments made re New York City Occupancy Tax Law.
 - (7) Payments made pursuant to New York City Business Tax (Gross Receipts Tax).
 - (8) Other deductions and payments similar to those aforesaid.
- (D) Royalties based on percentage of Net Operating Profits ("NOP")
- Whenever a Producer compensates the Director and/or Choreographer under this subsection, nothing in this Agreement shall preclude any method or form (including, without limitation, royalty pools) for determining the royalties due to a Director and/or Choreographer, provided that the Director and/or Choreographer receives the following minimum payments:
- (1) Musicals

(a) Director

The greater of i) 5.5% of weekly NOP until 200% of recoupment, and 6.875% thereafter; or ii) the minimum weekly guarantee of \$591 for Category D & E, increasing to \$615 on July 1, 2027, and \$476 for Category A, B, & C theatres, increasing to \$495 on July 1, 2027.

(b) Choreographer

The greater of i) 4.4% of weekly NOP until 200% of recoupment, and 5.5% thereafter; or ii) the minimum weekly guarantee of \$442 for Category D & E theatres, increasing to \$460 on July 1, 2027, and \$358 for Category A, B, & C theatres, increasing to \$372 on July 1, 2027.

(c) Director-Choreographer

The greater of i) 7.7% of weekly NOP until 200% of recoupment, and 9.625% thereafter; or ii) the minimum weekly guarantee of \$811 for Category D & E theatres, increasing to \$843 on July 1, 2027, and \$657 for Category A, B, & C theatres, increasing to \$683 on July 1, 2027.

(2) Non-Musicals

(a) Director

The greater of i) 7% of weekly NOP until 200% of recoupment, and 8.75% thereafter; or ii) the weekly minimum guarantee of \$568 for Category D & E theatres, increasing to \$591 on July 1, 2027, and \$459 for Category A, B, & C theatres, increasing to \$477 on July 1, 2027.

- (3) Notwithstanding the foregoing, if a production has recouped one hundred (100%) percent of production costs, and if the Producer elects to pay royalties based on the NOP thereafter, the NOP will remain in effect for the remainder of the run of the production. In the event that recoupment occurs in mid-cycle, recoupment will be deemed to occur at the end of such cycle. (see Rule E below)

- (4) There shall be no cap on profit payments based on NOP.
 - (5) Only the amount above the minimum weekly guarantee may be recouped against the advance.
 - (6) See Article XIV (A)(1), Producer's Reporting Requirements.
- (E) The Producer may implement payment based on NOP for a twelve (12) week cycle (the "Cycle"). The weekly operating profits and/or losses shall be averaged over a four (4) week period (except for the periods which include the closing week and the week including December 31st, such periods to be 3, 4, 5 or 6 weeks, as necessary), commencing with the first week of the Cycle. Payment based on NOP shall be in effect unless Producer provides notice to SDC. Timely submission of Royalty reports (as required under Article XIV (A)) will be deemed notice of whether or not the NOP will be implemented. No reductions in royalties, other than the six (6) weeks of reductions provided for in Article VIII below and the reduced payments provided for in this Section (D), if applicable, shall be permitted under this Agreement.

VIII. ROYALTY REDUCTIONS

- (A) Notwithstanding the foregoing, a reduction of royalties of not more than six (6) weeks' duration, which need not be consecutive, may be made without consent of SDC, if an agreement, in writing, for such reduction is signed by the Producer and the Director and/or Choreographer and filed with SDC within one (1) week after the reduction is agreed upon.
- (B) A producer may apply to SDC, with the consent of the Director and/or Choreographer, for approval of additional periods of reduced royalties. The Producer shall specifically address: (i) how the additional period of reduced royalties may foreseeably lead to the extension of the production beyond the waiver period; and (ii) what revenue sources, if any, from the production may be made available to repay any waivers permitted by SDC. Such requests will not

be unreasonably denied. SDC agrees to meaningfully confer with Producer regarding any such requests in a timely manner.

IX. INSTITUTIONAL NOT-FOR-PROFIT THEATRES

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

- (A) Advance against royalty payments, as provided for in Article VI of this Agreement, shall not be required. The minimum fees for Directors, Choreographers and Director-Choreographers for Categories AA-EE and 1-5 shall be based upon the Average Gross Weekly Box Office Receipts in the Institutional Not-For-Profit Theatre's previous three fiscal years, including extensions and co-productions according to Schedules B, C and D, attached hereto.
- (B) Weekly royalty payments shall be made to Directors at a minimum rate of two (2%) percent of the Gross Weekly Box Office Receipts, to Choreographers at a minimum rate of one and one-half (1-1/2%) percent of the Gross Weekly Box Office Receipts, and to Director-Choreographers at a minimum rate of two and three-quarters (2-3/4%) percent of the Gross Weekly Box Office Receipts, commencing with the seventh (7th) week of performance, and the provisions of Article VIII above shall not apply.

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

- (C) If a Director and/or Choreographer provides services (other than normal maintenance services) for any period of time beyond the six (6) weeks following

the first paid public performance, then they shall be entitled to no less than twenty-five (25%) percent of their original contractual fee.

X. ASSOCIATE DIRECTORS AND ASSOCIATE CHOREOGRAPHERS

When a Producer engages an Associate Director or Associate Choreographer or Associate Director-Choreographer for a Category A-E production, the Producer shall do so on the SDC-Off-Broadway Associate Director & Associate Choreographer Contract attached hereto in Schedule J, under the following terms:

- (A) Compensation shall be negotiable between the Producer and Associate.
 - (1) If a flat fee payment is negotiated, the payment schedule in Article VI. Section B (1/3 upon signing, 1/3 on the first day of rehearsal, 1/3 on the first paid public performance) shall apply;
 - (2) If a weekly and/or daily payment is negotiated, payments must be paid no later than seven (7) days after the week in which services are provided.
- (B) The Producer shall pay weekly health and pension contributions per Article XII, for each week in which services are provided; such amounts shall be prorated for an Associate engaged on a part-time basis at a rate of one-sixth (1/6) of the above weekly amount for each day in which services are provided. Benefit payment shall be due no later than fourteen (14) days after the end of the week in which services are provided.
- (C) Additional terms for Associate Directors and Associate Choreographers working on commercial productions are outlined in the following articles of this Agreement:
 - (1) I. Recognition
 - (2) III. Membership, Fees, and Union Security
 - (3) V. General Provisions – Sections (B), (C), (D), (E), (F)
 - (4) XI. Per Diem and Other Expenses
 - (5) XX. No Strike, No Lockout
 - (6) XIX. Producer's Reporting Requirements

- (7) XXI. Labor Management Committee
 - (8) XXII. Arbitration of Disputes
 - (9) XXV. Billing
 - (10) XXVII. Non-Discrimination, Anti-Harassment
 - (11) XXX. Social Security/Unemployment Insurance
- (D) The term of this provision shall survive the expiration of this Agreement and shall remain in effect for eight (8) years and shall not be subject to negotiation prior to the end of such period (i.e., June 30, 2033).

XI. PER DIEM AND OTHER EXPENSES

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

XII. PENSION AND HEALTH

(A) Initial Contributions. Producers shall contribute to SDC’s Pension and Health Funds an amount equal to eight and a half (8.5%) percent of the Fee and Advance due to a Director and/or Choreographer under this Agreement, increasing to nine (9%) percent effective September 1, 2026, and ten (10%) percent effective July 1, 2028, for all Categories. Such payment shall be due no later than fourteen (14) days after the last payment of the Fee and Advance payable to the Director and/or Choreographer (i.e., fourteen (14) days after the first paid public performance).

(B) Weekly Contributions.

(1) For Categories A-E the Producers shall contribute to the SDC-League Pension and Health Funds the following amounts for each employed Director and/or Choreographer for each week or part thereof of rehearsal and/or performance, which payment shall be due no later than fourteen (14) days after the end of each performance week:

7/1/25– 8/31/26	9/1/26– 6/30/29
\$452	\$497

(2) For Categories AA-EE, Producers shall contribute to the SDC-League Pension and Health Funds the following amounts for each employed Director and/or Choreographer for each week or part thereof of rehearsal and/or performance, which payment shall be due no later than fourteen (14) days after the end of each performance week:

7/1/25– 8/31/26	9/1/26– 6/30/29
\$393	\$432

- (3) For Categories 1-5, Producers shall contribute to the SDC-League Pension and Health Funds the following fixed amount which shall cover the first twelve (12) weeks of rehearsal and performance commencing with the first rehearsal date. For any weeks beyond the initial twelve (12), one-twelfth (1/12th) of the fixed amount shall be paid for each additional week or part thereof or rehearsal and/or performance. Such payments shall be due no later than fourteen (14) days after the last payment of the Fee and Advance payable to the Director and/or Choreographer (i.e., fourteen (14) days after the first paid public performance).

7/1/25– 8/31/26	9/1/26– 6/30/27	7/1/28– 6/30/29
\$2,181	\$2,399	\$2,519

- (4) In the event that the Producer employs a Director-Choreographer, the Producer shall contribute the health payment due for a single director and double the pension amount due for a single director.
- (C) Producers shall also pay an amount equal to eight and one-half (8.5%) percent of the contractual fee/advance for any additional companies, increasing to nine (9%) percent effective September 1, 2026, and ten (10%) percent effective July 1, 2028, but shall make weekly payments for only one (1) company, regardless of the number of companies of the Producer presenting the production under this Agreement. Notwithstanding the foregoing, if an additional company is directed by a Restager [see Article XVII (A)(5)], Producer shall make weekly payments for

such company in addition to any weekly payments the Producer is making on behalf of the original Director and/or Choreographer for another company.

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

XIII. ELECTRONIC RIGHTS, TRANSMISSION & REPRODUCTION

- (A) Except as otherwise permitted in Section XIV, with the agreement of the Director and the Choreographer, if a Choreographer is employed, a Producer's production of a play may be, in whole or in substantial part, electronically reproduced and broadcast or transmitted on a single platform as presented in the stage production (the "Capture").
- (B) A Producer of a Category AA-EE or 1-5 production may make the Capture available on a Producer controlled website, YouTube channel, or similar

platform, and reserves the right to charge an admission fee, under the following terms:

- (1) For a period of up to four (4) weeks, a payment no less than forty (40%) percent of the Director's and/or Choreographer's original fee or forty (40%) percent of the current applicable minimum fee, whichever is greater, shall be paid.
- (C) A Producer of a Category A-E production may make the Capture available on a Producer controlled website, YouTube channel, or similar platform, or a Producer of any Category production may make the Capture available on third-party platforms not controlled by the Producer, streaming, offer on "pay per view," etc., or similar websites under the following terms:
- (1) Director and/or Choreographer shall receive a payment no less than the applicable minimum fee and advance, with twenty-five (25%) percent of such compensation payable upon capture, twenty-five (25%) percent of such compensation payable upon the execution of a distribution agreement by the Producer for the initial broadcast of the Capture, and fifty (50%) percent of such compensation payable upon the initial distribution. Notice of the execution of a distribution agreement and the initial distribution date shall be provided to SDC within seven (7) days of the distribution agreement being executed and/or the distribution date being confirmed.
 - (a) Short-Term Choreographers shall be paid no less than a percentage of the minimum Choreographer's fee based on the percentage set forth under Article VI(G).
 - (2) Producer shall pay no less than 1% to a Director, 0.5% to a Choreographer, and 1.5% to the Director-Choreographer, of Producer's gross revenue derived from the distribution of the Capture.

(D) Billing

- (1) The Director and/or Choreographer of the production shall receive billing as follows: "Directed and/or Choreographed for the stage by_____."
- (2) Where only a Director or Director/Choreographer is engaged, the stage Director's screen credit shall be accorded on a separate card. This card shall be placed either prior to the presentation or the first card following the presentation.
- (3) Where a Director and Choreographer is engaged, the stage Director and Choreographer's screen credit shall be accorded on one separate card with Choreographer's credit no less than 50% of the type size of the Director. This card shall be placed either prior to the presentation or the first card following the presentation.
- (4) When the Producer is not producing the electronic capture or if a co-producer controls the billing, the Director and/or Choreographer of the production shall receive billing as follows:
 - (a) "Directed and/or Choreographed for the stage by_____."
 - (b) Producer shall exercise best and reasonable efforts to provide in any third party agreement the billing placement for the Director and/or Choreographer as stated in articles 1(b&c) above.
 - (c) In any event the SDC logo shall be included in the credits of any electronic reproduction or transmission under (A) above.

(E) Notification

- (1) Notice of all electronic reproduction or transmission, and any subsequent payments paid as required in this Article XII, if any, shall be filed with SDC within seven (7) days of activity or payment. (See Article XVIII, Producer's Reporting Requirements)

- (2) The Producer shall provide seventy-two (72) hours notice of all electronic reproductions or transmissions to the Director and Choreographer and SDC. Notice of all recognition payments paid thereafter, if any, shall be filed with SDC.

(F) Collaboration

- (1) Director, Choreographer, and/or Director-Choreographer shall be provided a reasonable opportunity to offer input for the Capture.
- (2) The Director and/or Choreographer shall have the right to be present for, with timely advance notice of all production and creative meetings, rehearsals, and the Capture itself.
- (3) The Director and/or Choreographer shall have the right to review, comment on, and discuss the editing of the Capture. The Producer shall facilitate communications between the Director and/or Choreographer and the individual or entity facilitating the Capture or recording. The Director and/or Choreographer shall be given no less than three (3) days to review the rough cut of the Capture and provide feedback which shall be duly considered. The Director and/or Choreographer shall be given the right to view the final cut before it is made available to patrons. Either viewing period shall not apply to any live simulcast but shall apply to a Capture or recording of a live simulcast for subsequent use.
- (4) The Capture must portray the stage production as it was directed and choreographed, with no changes, deletions, or additions (audio or visual) to the stage direction or choreography without the prior, express approval of the Director and/or Choreographer, as applicable.

XIV. MEDIA & PROMOTION

- (A) Except as expressly provided herein, no Producer, subsequent producer or any other third party shall broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of the production.
- (1) Where a Producer makes or causes to be made a visual and/or aural record of a production, in whole or part, edited or unedited on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, and where any part of the direction or choreography may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred hereinafter as the "Capture" or "Reproduction" of the production, and the visual and/or aural record itself, any part thereof or copy thereof, whether edited or unedited, shall be hereinafter referred to as the "Captured Material" or "Reproduction."
 - (2) The Producer's goal in any and all promotion and publicity, including the use of capture materials, is to portray the production, including the Director, Choreographer or Director-Choreographer and all other creatives, in the most favorable light. The Producer will use captured materials, provide footage and permit its use consistent with that intent.
 - (3) Captured Material may not be used to discipline Directors and/or Choreographers.
 - (4) The Producer shall receive no compensation for the exhibition of any material under the terms of this provision.

(B) Provisions for the Capture of material

- (1) The date, time, content of material, and process of capture shall be established with meaningful consultation with the Director and/or Choreographer.
- (2) Where practical, the Producer shall give the Director and/or Choreographer forty-eight (48) hours notice of the time of capture, but in no event less than twenty-four (24) hours notice.
- (3) No change to the staging or choreography shall be made without the approval of the Director and/or Choreographer, which shall not be unreasonably withheld.

(C) Provisions for the Use of promotional captured material.

- (1) No more than fifteen (15) minutes of edited performance and/or rehearsal per production captured by the Producer or a third party directly engaged by the Producer shall be used for any one broadcast or webpage. The edited footage/material may depict an entire scene or musical number.
- (2) In no event may the Producer serialize the production on one or multiple distribution points and/or delivery platforms.
- (3) The Director and/or Choreographer shall receive billing on the Production's/Producer's website show page.

(D) Other Uses

- (1) In the case of a transfer of a production, the originating Producer may furnish captured material to the transferee theatre/producer for promotional and publicity purposes provided the original Director and/or Choreographer are engaged in the production and transferee theatre/producer makes additional payments to the Director and/or Choreographer as negotiated by the Member and SDC.

- (2) Without limitation as to who may view captured materials, the Director, Choreographer and/or Director-Choreographer and/or their assistants may view captured materials. Re-stagers working on their behalf may view captured materials, but only if the Director, Choreographer or Director-Choreographer's work has been licensed by the Producer.
 - (3) On web sites of the Producer (including third-party hosting sites); not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar web sites (such as Playbill.com); third-party promotional and ticketing services (e.g. Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit arts service and arts promotion organizations (e.g., Stage Directors and Choreographers Society, Theatre Communications Group, Americans for the Arts).
 - (4) SDC and the League may obtain and use footage from any production (including closed productions), for the purposes of promoting and branding SDC, the League and the industry, provided SDC and the League secure in writing all necessary permissions and pays any applicable fees for use of such material (if any), and credits are listed for SDC, Director/Choreographer, the Producer and the production.
- (E) SDC and the League share a strong mutual interest in preventing any unauthorized stage reproduction of the direction and choreography or any unlawful use of captured materials, and the League and its members and SDC and its Members have taken and will continue to take appropriate action to advance that interest.
- (F) SDC and the League shall cooperate in joint efforts to create an archive of captured material that will be available under agreed upon and appropriate circumstances to artists, producers and theatres. These efforts will include the

involvement of AEA (Actors' Equity Association) in the process to establish such archive.

XV. PARTICIPATION IN SUBSIDIARY INCOME OF THE PRODUCER

- (A) The Director will share in a sum equal to one and one-half (1-1/2%) percent, the Choreographer will share in a sum equal to one and one-eighth (1-1/8%) percent and the Director-Choreographer shall share in a sum equal to two and three-eighths (2-3/8%) percent, of all subsidiary rights income payments received by the production company from the author or subsequent producer in connection with the production. For the avoidance of doubt, subsidiary rights income shall not include royalty income from Box Office Receipts from live theatrical productions. It is understood that there shall be no participation in any income received by the Producer for the privilege of showing a segment of no more than fifteen (15) minutes duration of this production which is presented on television for the purpose of exploiting and advertising the current Off-Broadway production during the period of its presentation.
- (B) With regard to subsidiary rights income payments received by the production company as a result of any transaction made prior to the engagement of the Director and/or Choreographer, if the engaged Director and/or Choreographer had received any draft copy of the Play's script and/or score from the author, author's agent or the Producer prior to such transaction, then said Director and/or Choreographer shall be entitled to their full percentage participation of such subsidiary rights income payments as per paragraph (A) above.
- (C) Subsidiary rights payments from the Producer shall be calculated and paid to the Director and/or Choreographer when the cumulative amount due equals or exceeds One Hundred (\$100) dollars, but in any event at least annually, based upon the Production's annual accounting closing date.
- (D) See Article XVIII (D), Producer's Reporting Requirements.

XVI. PROPERTY RIGHTS

- (A) All rights in and to the direction conceived by the Director, and all rights in and to the choreography conceived by the Choreographer, in the course of the rendition of their services hereunder, shall be, upon its creation, and will remain, the sole and exclusive property of Director and/or Choreographer; it being understood, however, that Producer shall have a perpetual and irrevocable license to use such direction and/or choreography in any production of the Play from which Director and/or Choreographer receives a royalty under an applicable SDC minimum basic agreement.
- (B) The Producer is granted by the Director license to use the stage direction, and by the Choreographer license to use the choreography and staging of dances, solely in connection with this original Off-Broadway production. The Director and/or the Choreographer reserve the right to copyright any such direction and/or choreography. Any additional use or license of same by the Producer herein shall be subject to further agreement between the parties. Producer shall not authorize the publication in any form of Director's stage directions or the Choreographer's choreographic annotation without the prior written consent of the Director and/or Choreographer.
- (C) Producer, shall not record, film, televise, or otherwise reproduce or transmit complete or partial performances of any production of the Play directed by Director, and/or choreographed by Choreographer, or authorize or permit others to do so, without first negotiating and executing a written agreement with the Director and/or Choreographer in respect thereto, except as specifically set forth in this Agreement and/or the individual contract. Notwithstanding the foregoing, Producer shall have the right to use segments of film created as B-roll footage for a production for all allowable uses under the then current Agreement Governing Employment Off-Broadway between Actors' Equity Association and the Off-Broadway League. Prior to the official press opening of

the production and subject to Producer having received notice of the filming and/or advertising of the production, Producer shall make best efforts to provide telephonic notice of at least twenty-four (24) hours to the Director and/or Choreographer.

XVII. PRIOR PRODUCTIONS

- (A) If a Director and/or Choreographer directed and/or choreographed a prior AEA Approved Showcase production, and the Off-Broadway rights of the same production were optioned within eighteen (18) months of the closing; or if a Director and/or Choreographer directed and/or choreographed a prior AEA New York City Letter of Agreement production, and the Off-Broadway rights of the same production were optioned within four (4) months of the closing; and if such Director and/or Choreographer is not given a bona fide offer to direct and/or choreograph the subsequent production under this Agreement, then such Director and/or Choreographer shall receive a payment of Two Thousand (\$2000) Dollars.
- (B) Amounts due the Director and/or Choreographer under this Article XVII shall be paid to the Director and/or Choreographer within seven (7) days of the signing of the contract with the subsequent Director and/or Choreographer or within seven (7) days of the first rehearsal for the subsequent production, whichever first occurs.
- (C) In the case of more than one (1) prior production, each with a different Director and/or Choreographer, then the Director and/or Choreographer of that prior production which closed last shall be covered under this Article.

XVIII. ADDITIONAL COMPANIES, TRANSFERS, TOURS AND LICENSING

(A) Right of First Refusal

- (1) The Director and/or Choreographer shall have the option to direct and/or choreograph all productions in the United States and Canada, produced, co-produced, leased or licensed by the original Producer or Producing Company. In each such instance, the Producer shall be required to offer the Director and/or Choreographer first refusal to serve as Director and/or Choreographer.
- (2) The Director and/or Choreographer shall have the option to direct and/or choreograph all productions in the British Isles, produced or co-produced by the original Producer or Producing Company. In each such instance, the Producer shall be required to offer the Director and/or Choreographer first refusal to serve as Director and/or Choreographer.
- (3) For Institutional Not-for-Profit Categories 1-5, if the Director, Choreographer, and/or Director-Choreographer is not afforded such option to direct and/or choreograph the subsequent production of the Play, they shall receive a payment of fifty (50%) percent of all compensation under the subsequent applicable SDC contract or Three Thousand Dollars (\$3,000), whichever is greater.
- (4) The Producer will make best efforts to accommodate the Director's and /or Choreographer's schedule.
- (5) If the Director and/or Choreographer declines or is unable to direct/choreograph a subsequent production produced or co-produced by Producer, a restager shall be chosen with the written consent of the Director and/or Choreographer, such consent not to be unreasonably withheld. The restager shall be covered by the terms of this Agreement.

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

- (6) Regarding Additional Companies for Co-Directors, Co-Choreographers, and Co-Director-Choreographers:
 - (a) Should all Co-Directors, Co-Choreographers, or Co-Director-Choreographers accept the work, the compensation outlined in Article VI (J) above shall be applied to each Co-Director and/or Co-Choreographer's applicable fees, advance (if any), benefits, and weekly royalties.
 - (b) Should only one Co-Director or Co-Choreographer accept the work, the following shall apply:
 - i. For the Co-Director or Co-Choreographer who accepted:
 - a. One-hundred (100%) percent of the applicable minimum fee, advance (if any), and benefits to the accepting Co-Director or Co-Choreographer.
 - b. Fifty (50%) percent of the applicable minimum weekly royalty to the accepting Co-Director or Co-Choreographer
 - ii. For the individual(s) that declined:
 - a. Fifty (50%) percent of the applicable minimum weekly royalty to a declining Co-Director(s) or Co-Choreographer(s)

- (c) Should all Co-Director(s) and/or Co-Choreographer(s) decline the work, the following shall apply:
 - i. Each declining Co-Director or Co-Choreographer shall share equally in the remaining applicable minimum fee, advance, and weekly royalties per Article XVII(A)(5).
 - ii. A restager shall be engaged as applicable per Article XVII(A)(5) and receive the terms contained therein.

(B) Compensation for Additional Companies, Transfers and Tours

(1) Sit Downs

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

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

- i. If there is no change in theatre, the Commercial Producer shall pay the Director and/or Choreographer the difference, if any, between the original fee paid and the fee/advance applicable to the Commercial Producer and Category of the theatre.
- ii. If there is a change in theatre and performances are resumed within eight (8) weeks:
 - (aa) The Commercial Producer shall pay the Director and/or Choreographer the difference between the original fee and the fee/advance applicable to the Category of the new theatre, or twenty-five (25%) percent of the fee/advance applicable to the Category of the original theatre, whichever is greater, and,
 - (bb) If the services of the Director and/or Choreographer are required for more than one (1) week but less than two (2) weeks in connection with rehearsals, technical rehearsals and/or preview performances, the Director and/or Choreographer shall be paid twenty-five (25%) percent of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above. If such services of the Director and/or Choreographer are required for two (2) weeks or more, they shall be paid fifty percent (50%) of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above.
- iii. If there is a change in theatre and there is an interruption of performances for more than eight (8) weeks:

- (aa) The Commercial Producer shall pay the Director and/or Choreographer twenty five percent (25%) of the fee/advance applicable to the Category of the new theatre, or twenty-five (25%) percent of the fee/advance applicable to the Category of the original theatre, whichever is greater, and,
 - (bb) The Director and/or Choreographer shall be paid an additional twenty-five (25%) percent of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above, and may be required to render up to one (1) week of their services in connection with rehearsals, technical rehearsals and/or preview performances. If such services of the Director and/or Choreographer are required for more than one (1) week but less than two (2) weeks, they shall be paid fifty percent (50%) of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above; and if any such services of the Director and/or Choreographer are required for two (2) weeks or more, they shall be paid seventy-five percent (75%) of the fee/advance applicable to the Category of the new theatre in addition to the amount paid pursuant to Section (aa) above.
- iv. In no event, however, shall the Commercial Producer be required to pay more than one hundred percent (100%) of the Fee/Advance of the Category of the new theatre.

(4) Transfers outside New York City

- (a) For any production transferring from an Off-Broadway venue to a venue outside New York City, Producer shall pay the Director and/or Choreographer no less than their original contractual fee/advance or the minimum category fee/advance for the new theater, whichever is greater.
- (b) Notwithstanding the foregoing, if (i) there are no substantial changes in the production; (ii) Producer has made bona fide offers to all principal cast members and at least 50% of the cast is the same; (iii) the production transfers to no more than two (2) additional venues; the director, choreographer or director-choreographer may be compensated as follows:

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

More than three (3) weeks of rehearsals, technical rehearsals, and/or preview performances	A full fee/advance per article 4(a) above.
--	--

(5) Tours

(a) Fees

- i. For any production originating under this Agreement that subsequently tours and is not covered by Subsection (4) above, the Director and/or Choreographer shall be paid pursuant to Schedule E.
- ii. Notwithstanding the foregoing, if (i) there are no substantial changes in the production; (ii) Producer has made bona fide offers to all principal cast members and at least 50% of the cast is the same; the director, choreographer or director-choreographer may be compensated as follows:

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

More than three (3) weeks of rehearsals, technical rehearsals, and/or preview performances	A full fee per Schedule E
--	---------------------------

(b) Royalties

- i. When a Producer receives a guaranteed lump sum, said sum, less booking commission paid to a third party, shall be the basis for the computation of royalties in lieu of Gross Weekly Box Office Receipts, as defined in Article VII (C). Any overage (as defined in XVIII. B (5) (c) below) received by the production company in excess of the guaranteed sum shall also be included in computing royalties.
- ii. The Director shall be paid i) the contractual weekly royalty; plus ii) in the case of a musical, 2.5% of the weekly Overage, or in the case of a Non-Musical, 3.5% of the weekly Overage; but in no event less than a weekly minimum of \$603, of which \$302 shall be a non-returnable advance against the contractual royalty due for that week and \$302 shall be a non-returnable advance against any weekly Overage payment due for that week.
- iii. The Choreographer shall be paid i) the contractual weekly royalty, plus ii) 1% of the weekly Overage; but in no event less than a weekly minimum of \$484, of which \$242 shall be a non-returnable advance against the contractual royalty due for that week and \$242 shall be a non-returnable advance against any weekly Overage payment due for that week.

Members, then at such normal and customary terms that prevail at a comparable theatre.

(2) If Director and/or Choreographer elects to direct and/or choreograph such production licensed by the Producer, Director and/or Choreographer shall receive, in addition to compensation paid to Director and/or Choreographer under the applicable SDC agreement with the theatre; the following:

(a) Director

The Director shall be paid twenty (20%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount shall not exceed five hundred (\$500) dollars; or 1.5% of Producer's income as above, whichever is greater.

(b) Choreographer

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

(c) Director-Choreographer

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

- (3) Notwithstanding the above in Article XVIII (5) (C) (2), should the Producer's income from a licensed production be \$5,000 or less:
- (a) The Director shall be paid five (5%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third party licensing agents.
 - (b) The Choreographer shall be paid four (4%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third party licensing agents.
 - (c) The Director-Choreographer shall be paid nine (9%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third party licensing agents.
- (4) If Director and/or Choreographer declines to direct or choreograph such production licensed by the Producer, Director and/or Choreographer shall receive the following.
- (a) Director
The Director shall be paid twenty (20%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount shall not exceed five hundred (\$500) dollars; or 1.5% of Producer's income as above, whichever is greater.
 - (b) Choreographer
The Choreographer shall be paid fifteen (15%) percent of Producer's income from Producer's licensing fee and any box office or royalty income derived from such production, less any commissions payable to third-party licensing agents, which amount

shall not exceed four hundred (\$400) dollars; or 1.2% of Producer's income as above, whichever is greater.

(c) Director-Choreographer

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

(5) If Director and/or Choreographer declines to direct and/or choreograph such production licensed by the Producer and the Producer provides the theatre/producer a "Show Bible," permitting the reproduction of some or all of the direction and/or choreography, then permission to use the work shall be deemed granted; provided that:

- (a) The Producer does not modify the Director and/or Choreographer's contributions to the Show Bible and/or create any other materials for the purpose of reproducing the direction or choreography without the Director and/or Choreographer's approval.
- (b) A copy of the Show Bible and an authorization form signed by the Producer, Director and/or Choreographer is filed with SDC. The content of the Show Bible shall be mutually approved by Director and/or Choreographer and Producer, and shall include production details that may include, without limitation, stage directions, choreography details, and/or other production details for the licensee to facilitate the recreation of the production.
- (c) Producer enters into an agreement with the licensee providing that the Show Bible may not be reproduced and must be returned to the Producer upon the close of the licensed production.

- (d) A licensing form is filed for each production, and the Director and/or Choreographer is paid no less than the following:
 - i. Director
The greater of a) 7.5% of the Producer's Licensing Fee, less any commissions payable to third-party licensing agents (hereinafter "Producer's Net Licensing Fee"), or b) 50% of the prevailing fee.
 - ii. Choreographer
The greater of a) 6% of the Producer's Net Licensing Fee, or b) 50% of the prevailing fee.
 - iii. Director-Choreographer
The greater of i) 10.5% of the Producer's Net Licensing Fee, or ii) 50% of the prevailing fee.
- (6) In the case of a licensed production the producer of such production shall provide the following credit, unless otherwise agreed:

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

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

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

XIX. PRODUCER'S REPORTING REQUIREMENTS

- (A) The weekly profit/loss statements of the Accountant for the production shall be the basis for determining weekly running expenses, operating profits or

operating losses, and must be based on generally accepted accounting principles and practices as customarily employed in the theatrical industry.

- (1) Such statements will be issued to the Director and/or Choreographer and to SDC concurrently with royalty payments disbursed, together with copies of the weekly box office statements, no later than twenty-one (21) days after the end of each performance week. At the same time, the Director and/or Choreographer and SDC will also be provided with a weekly report stating how much the Director and/or Choreographer was paid and how that amount was determined.
 - (2) For those weeks during which the Director and/or Choreographer receives royalties based gross weekly box office receipts, a copy of the weekly box office statements alone will be provided to the Director and/or Choreographer and SDC no later than seven (7) days after the end of each performance week.
- (B) The Producer shall submit to the Director and/or Choreographer, and to SDC, copies of all financial statements or reports issued by the Producer to stockholders, limited partners, joint venturers, or other backers (i.e., the investors), to substantiate recoupment of capitalization, at the same time these are sent to the aforementioned. In addition to such statements or reports, the Director and/or Choreographer and SDC will be provided with financial statements and reports when the production recoups one hundred twenty-five (125%) percent, one hundred fifty (150%) percent and two hundred (200%) percent of capitalization.
- (C) The Producer shall submit to the Director and/or Choreographer, and to SDC, reports to substantiate the amount of all payments received by the Producer from an electronic sale. Such reports shall be submitted within seven (7) days of the Producer's receipt of each such payment, and shall include the calculation of amounts therefore due the Director and/or Choreographer under Article XII above.

- (D) The Producer shall submit to the Director and/or Choreographer, and to SDC, reports to substantiate all earnings resulting from the Producer's subsidiary rights participation. Such reports shall be submitted within seven (7) days of the Producer's receipt of such earnings and shall include the calculation of amounts therefore due the Director and/or Choreographer under Article XIV above.
- (E) The Producer shall notify SDC of all Additional Companies, Licenses, Transfers and Tours under Article XVIII above.
- (F) The Producer shall include a statement of accounting, including the method of calculation, with all payments disbursed to the Director and/or Choreographer.
- (G) Institutional Not-for-Profit Theatres shall report scheduled production activity to SDC as soon as is possible after the activity is scheduled or rescheduled, and shall submit its annual audited financial statements not later than two weeks after the Theatre receives them.
- (H) Producers shall submit to SDC a copy of the Playbill of each production no later than seven (7) days following the first preview of each production.
- (I) The Producer shall include covered Associates on weekly reporting to SDC, detailing total compensation paid for the week, total benefit amounts being remitted for the week, and the number of days worked each week.

XX. NO STRIKE, NO LOCKOUT

The parties agree that during the term of this Agreement, the Producer shall not lock out any Director, Choreographer, or covered Associate, and SDC will not cause or permit any of its members to take part in any strike, work-stoppage, slowdown, or concerted or organized curtailment of work (sympathetic, general, or any other kind) or any other interference with the operation of the Producer's business.

XXI. LABOR MANAGEMENT COMMITTEE

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

XXII. ARBITRATION OF DISPUTES

- (A) If any dispute concerning interpretation or application of this Agreement or any individual contract, oral or written, arises between SDC and the League or a Producer, or between a Director, Choreographer, or covered Associate and a Producer, the parties agree that a prompt attempt will be made to settle the matter amicably.
- (B) If the matter is not resolved pursuant to paragraph (A) above, it may be submitted by either party to a Grievance Committee consisting of up to three (3) representatives of SDC and up to three (3) representatives of the League. In rendering decisions, the SDC representatives and the League representatives shall each cast, in the aggregate, one (1) vote. A decision of the Committee on a grievance or a dispute shall be final and binding on the parties only if there are two (2) concurring votes.
- (C) If the matter is not resolved pursuant to paragraph (B) above, or no Grievance Committee meeting is held within thirty (30) days of a request for a meeting, or

if in the case of an alleged breach of the No-Strike, No-Lockout Clause there is no resolution within twenty-four (24) hours, either party may file a request for arbitration, in rotation, with any one of the following arbitrators:

Melissa Biren Martin Sheinman
Bonnie Weinstock Carol Wittenberg

If the next arbitrator is not available to conduct a hearing within thirty (30) days, the grieving party may submit the matter to the next arbitrator, in rotation. If none of the arbitrators is available to conduct a hearing within thirty (30) days, the parties shall attempt to agree on a mutually acceptable arbitrator; however, absent such agreement, the request for arbitration may be made to the American Arbitration Association. In the event of the death or resignation of one or more of the arbitrators, the parties shall agree upon a successor or successors within twenty (20) days. If the parties are unable to agree, said successor or successors shall be appointed by the American Arbitration Association.

- (D) The costs and expenses of the arbitration shall be shared equally by SDC and the Producer or Producers involved. The rules of the procedure in such arbitration shall be the applicable rules then currently published and in effect at the American Arbitration Association. All arbitration proceedings are to be conducted in the City of New York.
- (E) Where disputes are subject to arbitration under this Article, they shall be settled by arbitration in accordance with the laws of the State of New York. Arbitration shall be the sole and exclusive remedy for disputes which arise under this Agreement or under individual contracts.
- (F) No claim on behalf of a Director, Choreographer, or covered Associate, other than a claim for breach of contract requiring a money award, or a claim relating to the interpretation or application of the terms of this Agreement, is within the jurisdiction of the arbitrator. In a dismissal case, the arbitrator's remedy is limited solely to full payment for all compensation due under this Agreement as same

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

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

XXIII. MAINTAINING THE QUALITY OF A PRODUCTION

The Director and/or Choreographer will supervise and maintain the quality of the production; and, in furtherance thereof, is required to see a complete performance of the production that they have directed and/or choreographed at least once every four

(4) weeks, unless the Director's and/or Choreographer's contractual obligations prevent them from doing so, in which case the Director and/or Choreographer shall see the show as soon as their contractual obligations permit. After seeing a complete performance of the production, the Director and/or Choreographer shall re-direct and/or re-choreograph it, without any additional compensation, if they deem it necessary to do so.

XXIV. ARTISTIC APPROVAL

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

XXV. BILLING

- (A) The Director shall receive billing with respect to each company in all programs and houseboards, and for Institutional Not-for-Profits, in ads and flyers where the Author's name also appears. Such credit shall appear on a separate line in an agreed size and type and position on which no other credit shall appear. This provision shall not apply to ABC's or to Congratulatory ads.
- (B) The Choreographer shall receive billing with respect to each company in all programs and houseboards, and for Institutional Not-for-Profits, in ads and flyers where the Author's name also appears. Such credit shall appear in an agreed size and type and position on a line on which no more than one (1) other credit shall appear. This provision shall not apply to ABC's or to Congratulatory ads.
- (C) Covered Associates shall be billed and have a biography in the program.
- (D) For any advance press releases where the Producer includes the biography of the Director and/or Choreographer, the Director and/or Choreographer shall submit to the Producer their biography of a specific word count specified by Producer within two (2) days of the time of the request to the Director and/or Choreographer, and photograph, if requested.

The Producer shall include a biography of the Director and/or Choreographer in its program. The Director and/or Choreographer shall submit to the Producer their biography, and photograph if requested, for programs at the time of the execution of the contract. The final biography for the program shall be submitted to the Director and/or Choreographer for approval. Such approval shall be given within two (2) days of its receipt by the Director and/or Choreographer and shall not be unreasonably withheld. If no such response is received by Producer, biography shall be considered approved.

- (E) If a Director and/or Choreographer who has been dismissed so requests of the Producer in writing, their name shall be removed from all forms of billing as soon as is reasonably practical. A Director and/or Choreographer who may leave a

production through mutually negotiated means with the Producer may request that their name be removed from all playbills, programs and/or advertising, and the Producer shall comply with such request as soon as is reasonably practical.

- (F) The following notice, or other mutually acceptable written recognition, shall appear in all programs: "The Director and/or Choreographer and/or Associate is a member of the Stage Directors and Choreographers Society, a national theatrical labor union." Such notice will appear with the SDC logo, photo-ready copy to be supplied by SDC.
- (G) If the Author or any other artist is afforded billing, the Director and/or Choreographer shall receive billing on the Production's/Producer's website show page.

XXVI. SAFETY

Director, Choreographer, and/or Director-Choreographer and the Producer shall use their best efforts to confer, at the reasonable request of either, and endeavor to improve and/or correct any conditions to promote physical safety in the workplace(s). Producer shall provide venue rules at the time of hire, or as soon as they are available to the Producer if the venue is not yet confirmed at the time of hire. Director, Choreographer, and/or Director-Choreographer shall abide by such rules unless mutually agreed modifications are authorized.

XXVII. NON-DISCRIMINATION & ANTI-HARASSMENT

(A) Non-Discrimination and Anti-Harassment

- (1) It is understood that Producer will not engage in any discrimination or harassment of any Director, Choreographer, Director/Choreographer, or covered Associate because of race (including but not limited to discrimination based on hairstyle and/or hair texture), color, creed,

national origin, sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, or any other characteristic protected by federal, state, or local law.

- (2) Producer affirms that categories of race, color, creed, national origin, sex, gender identity and/or expression, sexual orientation, political persuasion or belief, age, veteran status, religion, familial status, disability, 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, Choreographers, Director-Choreographers, or covered Associates engaged by Producers.
- (3) The Off-Broadway League and SDC reaffirm their commitment to encourage employment of Directors, Choreographers, Director-Choreographers and covered Associates from historically excluded groups (e.g., due to race, color, ethnicity, religion, sex, sexual orientation, gender identity, disabilities, etc.).
- (4) Producer is obligated to maintain a working environment free from discrimination harassment and bullying for Directors, Choreographers, Director-Choreographers, and Associates by the Producer and their employees.

(B) Non-Discrimination and Anti-Harassment Policy

- (1) Prior to first rehearsal, Producers will share and distribute their Non-Discrimination and Anti-Harassment Policy to all Directors, Choreographers Director-Choreographers, and covered Associates working under this Agreement. SDC acknowledges that Directors, Choreographers, Director-Choreographers, and covered Associates working under this Agreement will be covered by and bound by the Producer's Non-Discrimination and Anti-Harassment Policy. Any such

policy and updates will be submitted to the Union in a timely manner upon request by SDC.

- (2) The Policy shall include a structure for reporting and responding to incidents of discrimination and/or harassment and anti-retaliation language to protect individuals making a complaint and anyone participating in the investigatory process. The Producer will designate and indentify an individual to whom any allegations of misconduct will be initially reported.
- (3) In the event that an individual files a complaint pursuant to Producer's Non-Discrimination and Anti-Harassment Policy that a Director, Choreographer, Director-Choreographer, or covered Associate allegedly engaged in harassment or discrimination, Producer shall:
 - a) Notify the Director, Choreographer, Director-Choreographer, or covered Associate who is the subject matter of the complaint within (5) business days of a complaint being filed. The Producer shall also inform the Director, Choreographer, Director-Choreographer, or covered Associate that they have a right to notify SDC of such complaint.
 - b) Allow any Director, Choreographer, Director-Choreographer or covered Associate to have an SDC representative attend any investigatory interview where the Director, Choreographer, Director-Choreographer, or covered Associate is present in connection with the complaint.
 - c) Notify the Director, Choreographer, Director-Choreographer, or covered Associate of the outcome of the investigation within five (5) business days of the conclusion of the investigation including but not limited to any proposed corrective action.
 - d) No disciplinary action will be implemented based solely on anonymous charges or complaints.

(4) In the event that a Director, Choreographer, Director-Choreographer, or covered Associate filed/files a complaint that they were subjected to behavior in violation of Producer's Non-Discrimination and Anti-Harassment Policy, Producer shall allow any Director, Choreographer, Director-Choreographer, or covered Associate to have an SDC representative be present with the Director, Choreographer, Director-Choreographer, or covered Associate when filing a complaint.

(C) Labor-Management Committee

(1) In recognition of a shared commitment to an inclusive and respectful workplace culture, and in furtherance of this commitment, SDC and the Off-Broadway League shall utilize the Labor-Management Committee in Article XXI to discuss statutory obligations and respective rights and obligations regarding discrimination and harassment in the workplace as needed.

(D) Producer Representatives

(1) Director, Choreographer, and/or Director-Choreographer shall be afforded an introduction to any Producer Representative and/or any personnel engaged by the Producer to support a respectful workplace culture as early as possible in the process but no later than the first rehearsal.

(2) Such individual shall remain accessible to Directors, Choreographers and/or Director-Choreographers throughout the production and their contact information shall be posted conspicuously at the workplace.

(E) Trainings

(1) Directors, Choreographers, Director-Choreographers, and covered Associates shall participate in any Producer-provided training related to respectful workplace conduct and culture.

- (2) The Director, Choreographer and/or Director-Choreographer shall be consulted regarding the scheduling of such training.

XXVIII. HOUSE SEATS

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

XXIX. SECURITY DEPOSIT

- (A) If a Producer is in default of any fees, royalty payments and/or any pension and/or health payments, or any part thereof, not in open dispute,
 - (1) and such default continues for a period exceeding ten (10) days from notification of such default, then, SDC shall have the right to require the Producer to post a security deposit with SDC in an amount determined by the SDC-League Grievance Committee; and
 - (2) then, before any future production for which a Director and/or Choreographer is employed under contract subject to this Agreement, the Producer shall be required
 - (a) to pay all fees, royalties, pension and/or health arrears, and
 - (b) to deposit with SDC a sum equal to the combined applicable minimum fees and royalty advances for Directors and/or Choreographers.
- (B) The security so deposited by a Producer may be used, at the discretion of SDC, to pay fee, royalty payments and/or pension and health benefit payments which such Producer has defaulted in making. Such security shall be used only after

notice of default and intention to use such security has been given in writing to the Producer by SDC with copy to the League. Such security shall not be used until default continues for a period of ten (10) days after such written notice. Any security so used will be replenished by the Producer within ten (10) days of such use or Producer shall be subject to a penalty fine of five (5%) percent of the amount of such monies used, for each ten (10) days or portion thereof during which Producer's security deposit is not replenished. (Penalty fines paid under this Article shall be disbursed to the SDC-League Health Fund.)

- (C) All monies deposited with SDC hereunder shall be held in trust in a day-to-day interest-bearing savings account, such interest to be credited to the Producer and returned, as accrued, to the Producer upon the return of monies so deposited.
- (D) Said monies shall be returned to the Producer by SDC no later than ten (10) days after the Producer has notified SDC in writing and has furnished proof to SDC that all payments due under this Agreement have been paid.
- (E) Payments for which security is deposited with SDC hereunder may be made to or for the account of Directors and/or Choreographers directly from funds held as security upon the written request of the Producer, but within the sole discretion of SDC.
- (F)
 - (1) Any Producer covered by this Agreement who is not a member of the League shall be required to provide SDC with a Security Deposit in the amounts set forth in sub-paragraph (A) (2) (b) of this Article upon the filing of the Director's and/or Choreographer's individual contract(s) with SDC, or prior to auditions, whichever is earlier.
 - (2) Except as provided for in Section (G) below, productions produced by League members who have produced two previous productions as a League member or non-League Member under this Agreement, or under

the previous SDC-Association of Non-Profit Theatre Companies Agreement, and have not defaulted in meeting their obligations to SDC members in those productions shall not be required to provide SDC with a security deposit. League members who have not produced two such productions may petition SDC to waive in whole or part the requirements of a security deposit, based on their credit standing as producers or the provision of other acceptable security, and SDC will not unreasonably withhold its approval to such petitions.

- (3) In the event that a League member provides a security deposit pursuant to Section (A) (2) above and makes full and timely payment of all fees, advances, royalties, and pension and health contributions due through the fourth week after the press opening of the production, SDC shall return the security deposited, except for an amount equivalent to eight weeks of the minimum weekly compensation due to SDC members employed for the production, including pension and health contributions.
- (4) In the case of any League member who is not in default of any obligation to SDC or any SDC Member, a League member who is required to bond can reduce the bond by one third (1/3) after the first one third (1/3) payment has been received by the Director, Choreographer or Director/Choreographer, and notice thereof has been provided to SDC. The terms and requirements of Article XXIX (Security Deposit), Section A remains in effect for defaulting Producers.
- (G) Any League Producer covered by this Agreement shall be required to provide SDC with a security deposit in the amounts set forth in sub-paragraph (A) (2) (b) of this Article when SDC determines that a security deposit is necessary, based on the Producer's repeated delinquent payment record and/or appearance on the SDC Default List. The security deposit must be made upon filing of Director's and/or Choreographer's individual contract(s) with SDC, or two weeks prior to the first rehearsal, whichever is earlier.

XXX. SOCIAL SECURITY/UNEMPLOYMENT INSURANCE

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

pursuant to this provision; or become liable for any benefits lost by the Director, Choreographer, and covered Associate as a result of their failure to obtain or maintain coverage.

XXXI. SEPARABILITY

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

XXXII. CANCELLATION OF EXISTING RECOGNITION AGREEMENTS

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

XXXIII. TERM

This Agreement, effective July 1, 2025, shall be in full force until and including June 30, 2029.

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

AGREED TO AND ACCEPTED:

OFF-BROADWAY LEAGUE



By: Joey Monda
President, Off-Broadway League

Date: May 27, 2026

STAGE DIRECTORS AND
CHOREOGRAPHERS SOCIETY

Signed by:



By: Michael John Garcés
President, Stage Directors and
Choreographers Society

Date: 5/27/2026

SCHEDULE A-CATEGORIES

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

Category	Seating capacity
A	100 – 199 seats
B	200 – 250 seats
C	251 – 299 seats
D	300– 350 seats
E	351-499 seats

(B) The category for each performance space at Institutional Not-For-Profit Theatres with average annual operating expenses over the previous three-year period exceeding \$4.5 million* shall be established annually based on the average GWBOR for all productions in a Not-For Profit Theatre’s season presented in that performance space by the Theatre for members and/or subscribers in the Institutional Not-For-Profit Theatre’s previous three fiscal years, including extensions and co-productions.

Category	7/1/25 – 6/30/29
AA	0 - \$30,000
AA+	0 - \$30,000
BB	\$30,001 – \$54,000
CC	\$54,001 - \$84,000
DD	\$84,001 - \$138,000
EE	\$138,001 +

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

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

(C) The category for each performance space at Institutional Not-For-Profit Theatres with average annual operating expenses over the previous three-year period of \$4.5 million or less* shall be established annually based on the average GWBOR for all productions in a Not-For-Profit Theatre’s season presented in that performance space by the Theatre for members and/or subscribers in the Institutional Not-For-Profit Theatre’s previous three fiscal years, including extensions and co-productions as follows:

Category	7/1/25-6/30/29
1	0 - \$9,600
2	\$9,601 - \$18,000
3	\$18,001 - \$30,000
4	\$30,001 - \$42,000
5	\$42,001 +

*The threshold that divides Categories AA-EE and Categories 1-5 (i.e., \$4.5 million) shall increase by the compounded percentage increase rate of the Minimum fee for Categories 1-5. Such change will occur at the end of the Agreement term. Institutional Not-for-Profits in Categories 1-5 effective July 1, 2025 shall remain in Categories 1-5 for the duration of this Agreement period, July 1, 2025 through June 30, 2029.

SCHEDULE B-MINIMUM FEES FOR DIRECTORS

Categories A-E

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category A (100-199 Seats)	Fee	\$8,276	\$8,607	\$8,951	\$9,309
	Advance	<u>\$5,367</u>	<u>\$5,582</u>	<u>\$5,805</u>	<u>\$6,037</u>
	Total	\$13,643	\$14,189	\$14,756	\$15,346
Category B (200-250 Seats)	Fee	\$10,332	\$10,745	\$11,175	\$11,622
	Advance	<u>\$6,341</u>	<u>\$6,595</u>	<u>\$6,859</u>	<u>\$7,133</u>
	Total	\$16,673	\$17,340	\$18,034	\$18,755
Category C (251-299 Seats)	Fee	\$11,362	\$11,816	\$12,289	\$12,781
	Advance	<u>\$6,831</u>	<u>\$7,104</u>	<u>\$7,388</u>	<u>\$7,684</u>
	Total	\$18,193	\$18,920	\$19,677	\$20,465
Category D (300-350 Seats)	Fee	\$12,391	\$12,887	\$13,402	\$13,938
	Advance	<u>\$7,321</u>	<u>\$7,614</u>	<u>\$7,919</u>	<u>\$8,236</u>
	Total	\$19,712	\$20,501	\$21,321	\$22,174
Category E (351-499 Seats)	Fee	\$14,503	\$15,083	\$15,686	\$16,313
	Advance	<u>\$9,756</u>	<u>\$10,146</u>	<u>\$10,552</u>	<u>\$10,974</u>
	Total	\$24,259	\$25,229	\$26,238	\$27,287

Categories AA-EE

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category AA	Fee	<u>\$7,803</u>	<u>\$8,076</u>	<u>\$8,399</u>	<u>\$8,735</u>
	Total	\$7,803	\$8,076	\$8,399	\$8,735
Category AA+	Fee	<u>\$10,797</u>	<u>\$11,175</u>	<u>\$11,622</u>	<u>\$12,087</u>
	Total	\$10,797	\$11,175	\$11,622	\$12,087
Category BB	Fee	<u>\$11,887</u>	<u>\$12,303</u>	<u>\$12,795</u>	<u>\$13,307</u>
	Total	\$11,887	\$12,303	\$12,795	\$13,307
Category CC	Fee	<u>\$12,521</u>	<u>\$12,959</u>	<u>\$13,477</u>	<u>\$14,016</u>
	Total	\$12,521	\$12,959	\$13,477	\$14,016
Category DD	Fee	<u>\$14,747</u>	<u>\$15,263</u>	<u>\$15,874</u>	<u>\$16,509</u>
	Total	\$14,767	\$15,263	\$15,874	\$16,509
Category EE	Fee	<u>\$15,800</u>	<u>\$16,353</u>	<u>\$17,007</u>	<u>\$17,687</u>
	Total	\$15,800	\$16,353	\$17,007	\$17,687

Categories 1-5

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category 1	Fee	<u>\$7,922</u>	<u>\$8,160</u>	<u>\$8,405</u>	<u>\$8,657</u>
	Total	\$7,922	\$8,160	\$8,405	\$8,657
Category 2	Fee	<u>\$9,046</u>	<u>\$9,317</u>	<u>\$9,597</u>	<u>\$9,885</u>
	Total	\$9,046	\$9,317	\$9,597	\$9,885
Category 3	Fee	<u>\$10,109</u>	<u>\$10,412</u>	<u>\$10,724</u>	<u>\$11,046</u>
	Total	\$10,109	\$10,412	\$10,724	\$11,046
Category 4	Fee	<u>\$10,553</u>	<u>\$10,870</u>	<u>\$11,196</u>	<u>\$11,532</u>
	Total	\$10,553	\$10,870	\$11,196	\$11,532
Category 5	Fee	<u>\$11,058</u>	<u>\$11,390</u>	<u>\$11,732</u>	<u>\$12,084</u>
	Total	\$11,058	\$11,390	\$11,732	\$12,084

SCHEDULE C-MINIMUM FEES FOR CHOREOGRAPHERS

Categories A-E

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category A (100-199 Seats)	Fee	\$6,621	\$6,886	\$7,161	\$7,447
	Advance	<u>\$4,294</u>	<u>\$4,466</u>	<u>\$4,644</u>	<u>\$4,830</u>
	Total	\$10,915	\$11,352	\$11,805	\$12,277
Category B (200-250 Seats)	Fee	\$8,266	\$8,596	\$8,940	\$9,298
	Advance	<u>\$5,073</u>	<u>\$5,276</u>	<u>\$5,487</u>	<u>\$5,706</u>
	Total	\$13,339	\$13,872	\$14,427	\$15,004
Category C (251-299 Seats)	Fee	\$9,090	\$9,453	\$9,831	\$10,225
	Advance	<u>\$5,465</u>	<u>\$5,683</u>	<u>\$5,910</u>	<u>\$6,147</u>
	Total	\$14,555	\$15,136	\$15,741	\$16,372
Category D (300-350 Seats)	Fee	\$9,913	\$10,310	\$10,722	\$11,150
	Advance	<u>\$5,857</u>	<u>\$6,091</u>	<u>\$6,335</u>	<u>\$6,589</u>
	Total	\$15,770	\$16,401	\$17,057	\$17,739
Category E (351-499 Seats)	Fee	\$11,602	\$12,066	\$12,549	\$13,050
	Advance	<u>\$7,805</u>	<u>\$8,117</u>	<u>\$8,442</u>	<u>\$8,779</u>
	Total	\$19,407	\$20,183	\$20,991	\$21,829

Categories AA-EE

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category AA	Fee	<u>\$6,242</u>	<u>\$6,461</u>	<u>\$6,719</u>	<u>\$6,988</u>
	Total	\$6,242	\$6,461	\$6,719	\$6,988
Category AA+	Fee	<u>\$8,638</u>	<u>\$8,940</u>	<u>\$9,298</u>	<u>\$9,670</u>
	Total	\$8,638	\$8,940	\$9,298	\$9,670
Category BB	Fee	<u>\$9,510</u>	<u>\$9,842</u>	<u>\$10,236</u>	<u>\$10,646</u>
	Total	\$9,510	\$9,842	\$10,236	\$10,646
Category CC	Fee	<u>\$10,017</u>	<u>\$10,367</u>	<u>\$10,782</u>	<u>\$11,213</u>
	Total	\$10,017	\$10,367	\$10,782	\$11,213
Category DD	Fee	<u>\$11,798</u>	<u>\$12,210</u>	<u>\$12,699</u>	<u>\$13,207</u>
	Total	\$11,798	\$12,210	\$12,699	\$13,207
Category EE	Fee	<u>\$12,640</u>	<u>\$13,082</u>	<u>\$13,606</u>	<u>\$14,150</u>
	Total	\$12,640	\$13,082	\$13,606	\$14,150

Categories 1-5

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category 1	Fee	<u>\$6,338</u>	<u>\$6,528</u>	<u>\$6,724</u>	<u>\$6,926</u>
	Total	\$6,338	\$6,528	\$6,724	\$6,926
Category 2	Fee	<u>\$7,237</u>	<u>\$7,454</u>	<u>\$7,678</u>	<u>\$7,908</u>
	Total	\$7,237	\$7,454	\$7,678	\$7,908
Category 3	Fee	<u>\$8,087</u>	<u>\$8,330</u>	<u>\$8,579</u>	<u>\$8,837</u>
	Total	\$8,087	\$8,330	\$8,579	\$8,837
Category 4	Fee	<u>\$8,442</u>	<u>\$8,696</u>	<u>\$8,957</u>	<u>\$9,226</u>
	Total	\$8,442	\$8,696	\$8,957	\$9,226
Category 5	Fee	<u>\$8,846</u>	<u>\$9,112</u>	<u>\$9,386</u>	<u>\$9,667</u>
	Total	\$8,846	\$9,112	\$9,386	\$9,667

SCHEDULE D-MINIMUM FEES FOR DIRECTOR-CHOREOGRAPHERS

Categories A-E

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category A (100-199 Seats)	Fee	\$14,897	\$15,493	\$16,112	\$16,756
	Advance	<u>\$9,661</u>	<u>\$10,048</u>	<u>\$10,449</u>	<u>\$10,867</u>
	Total	\$24,558	\$25,541	\$26,561	\$27,623
Category B (200-250 Seats)	Fee	\$18,598	\$19,341	\$20,115	\$20,920
	Advance	<u>\$11,414</u>	<u>\$11,871</u>	<u>\$12,346</u>	<u>\$12,839</u>
	Total	\$30,012	\$31,212	\$32,461	\$33,759
Category C (251-299 Seats)	Fee	\$20,452	\$21,269	\$22,120	\$23,006
	Advance	<u>\$12,296</u>	<u>\$12,787</u>	<u>\$13,298</u>	<u>\$13,831</u>
	Total	\$32,748	\$34,056	\$35,418	\$36,837
Category D (300-350 Seats)	Fee	\$22,304	\$23,197	\$24,124	\$25,088
	Advance	<u>\$13,178</u>	<u>\$13,705</u>	<u>\$14,254</u>	<u>\$14,825</u>
	Total	\$35,482	\$36,902	\$38,378	\$39,913
Category E (351-499 Seats)	Fee	\$26,105	\$27,149	\$28,235	\$29,363
	Advance	<u>\$17,561</u>	<u>\$18,263</u>	<u>\$18,994</u>	<u>\$19,753</u>
	Total	\$43,666	\$45,412	\$47,229	\$49,116

Categories AA-EE

Dir. Chor.		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category AA	Fee	<u>\$14,045</u>	<u>\$14,537</u>	<u>\$15,118</u>	<u>\$15,723</u>
	Total	\$14,045	\$14,537	\$15,118	\$15,723
Category AA+	Fee	<u>\$19,435</u>	<u>\$20,115</u>	<u>\$20,920</u>	<u>\$21,757</u>
	Total	\$19,435	\$20,115	\$20,920	\$21,757
Category BB	Fee	<u>\$21,397</u>	<u>\$22,145</u>	<u>\$23,031</u>	<u>\$23,953</u>
	Total	\$21,397	\$22,145	\$23,031	\$23,953
Category CC	Fee	<u>\$22,538</u>	<u>\$23,326</u>	<u>\$24,259</u>	<u>\$25,229</u>
	Total	\$22,538	\$23,326	\$24,259	\$25,229
Category DD	Fee	<u>\$26,545</u>	<u>\$27,473</u>	<u>\$28,573</u>	<u>\$29,716</u>
	Total	\$26,545	\$27,473	\$28,573	\$29,716
Category EE	Fee	<u>\$28,440</u>	<u>\$29,435</u>	<u>\$30,613</u>	<u>\$31,837</u>
	Total	\$28,440	\$29,435	\$30,613	\$31,837

Categories 1-5

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Category 1	Fee	<u>\$14,260</u>	<u>\$14,688</u>	<u>\$15,129</u>	<u>\$15,583</u>
	Total	\$14,260	\$14,688	\$15,129	\$15,583
Category 2	Fee	<u>\$16,283</u>	<u>\$16,771</u>	<u>\$17,275</u>	<u>\$17,793</u>
	Total	\$16,283	\$16,771	\$17,275	\$17,793
Category 3	Fee	<u>\$18,196</u>	<u>\$18,742</u>	<u>\$19,303</u>	<u>\$19,883</u>
	Total	\$18,196	\$18,742	\$19,303	\$19,883
Category 4	Fee	<u>\$18,995</u>	<u>\$19,566</u>	<u>\$20,153</u>	<u>\$20,758</u>
	Total	\$18,995	\$19,566	\$20,153	\$20,758
Category 5	Fee	<u>\$19,904</u>	<u>\$20,502</u>	<u>\$21,118</u>	<u>\$21,751</u>
	Total	\$19,904	\$20,502	\$21,118	\$21,751

SCHEDULE E-FEES FOR TOURS

		7/1/25- 6/30/26	7/1/26- 6/30/27	7/1/27- 6/30/28	7/1/28- 6/30/29
Minimum Fees for Directors-Musical	Fee	\$25,218	\$26,479	\$27,803	\$29,193
Minimum Fees for Choreographers- Musical	Fee	\$21,043	\$22,095	\$23,200	\$24,360
Minimum Fees for Directors-Non- Musical	Fee	\$21,391	\$22,461	\$23,584	\$24,763

SCHEDULE F-FORM CONTRACT



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

This Agreement must be signed and filed with SDC. The Producer/Production Company and Director, Choreographer, Director-Choreographer, Fight Choreographer, and Associate must each file one copy with SDC prior to the first rehearsal. The . Each party retains one copy. One copy is for the agent or attorney of employee. Attach Riders to each copy as needed. Contracts may be filed electronically by sending to **Contracts@SDCweb.org** or your designated Contract Affairs Representative.

The following constitutes our Agreement:

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

2. This Agreement is subject to and incorporates all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc.(SDC) and the League of Off-Broadway Theatres and Producers, Inc. (OB League), effective July 1, 2025 (SDC-OB Agreement) or its successor Agreements, and binds the undersigned to its terms for the duration of said Agreement or its successor Agreements. Nothing contained in the SDC-OB Agreement shall be construed to prevent any Director and/or Choreographer from negotiating with and obtaining from any Producer/Production Company any better terms and conditions than those provided for therein without limitation.

3. COMPENSATION

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

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

Fee	\$ _____	Fee Schedule:	\$ _____ upon signing this Agreement or first day of auditions, whichever first occurs
Advance	\$ _____		\$ _____ on first day of rehearsal
Total	\$ _____		\$ _____ on the first paid public performance

For Short-Term/Specialty Choreographers only, total number of rehearsal days: _____

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

The Producer/Production Company is authorized to send compensation to: _____

4. The undersigned authorizes the Producer to deduct three percent (3%) of all compensation due under this Agreement, with a maximum assessment on royalties of \$60,000 for Director, Choreographer or Director-Choreographer from each company of the Dramatic Play/Musical per calendar year, or such other dues or assessments as the SDC shall lawfully establish, and to remit all such deductions to the SDC no later than seven days after such deduction is made. This authorization shall be irrevocable for a period of one year or until the termination date of the SDC-OB Agreement, whichever is sooner, and shall renew itself from year to year unless the undersigned gives written notice addressed to the SDC, 321 W 44th Street, Suite 804, New York, New York 10036, at least fifteen (15) days prior to the termination date of the revocation of this authorization.

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

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

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

Accepted:	Producer/Production Company <u>must</u> sign contract first.
DIRECTOR, CHOREOGRAPHER, DIRECTOR-CHOREOGRAPHER	PRODUCER/PRODUCTION COMPANY
(Signature) _____	(Signature) _____
(Please type name) _____	(Please type name) _____
Date _____	Date _____
Address _____	Address _____
_____ Zip _____	_____ Zip _____
Phone _____	Phone: _____ Fax: _____
Email address _____	Email Address _____
SDC Member in Good Standing? Yes <input type="checkbox"/> No <input type="checkbox"/>	Employer Registration No. _____
	Member of the Off-Broadway League: Yes <input type="checkbox"/> No <input type="checkbox"/>

Revised 7/9/25

OFF-BROADWAY

SCHEDULE G-SHORT TERM OR SPECIALTY CHOREOGRAPHY EXTENDED ACTIVITY FORM



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

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

This form is to be submitted by the Producer when Short Term or Specialty Choreography service extends beyond the originally contracted Choreographic Work Days. [SDC/League Agreement, Article VI (H) (8)].

PRODUCTION INFORMATION

Name of Production _____
(Musical/Non-Musical)

Producer _____

Choreographer _____

Date of First Rehearsal _____

Initial Period of Engagement (Choreographic Work Days) _____

Extended Period of Engagement (Choreographic Work Days) _____

Total Engagement (Choreographic Work Days) _____

FEES & ROYALTY ADVANCES

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

Fee & Advance previously paid \$ _____

Fee & Advance Due: \$ _____

SDC 3% Assessment on Additional Fee and Advance due \$ _____

PENSION & HEALTH

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

Initial Pension & Health previously paid: \$ _____

Pension & Health Due: \$ _____

Musicals	FEES AND ROYALTY ADVANCES		PENSION & HEALTH
Choreographic Work Days	Percentage of Fee & Advance at Schedule C	Percentage of Weekly Royalties at Article VII	Percentage of Weekly Payments Set Forth at Article XI (B)
1-6 consecutive	25%	25%	25%
1-6 non-consecutive	33%	33%	33%
7-12 consecutive	60%	60%	60%
7-12 non-consecutive	75%	75%	75%
13 or more	100%	100%	100%
Non-Musicals	FEES AND ROYALTY ADVANCES		PENSION & HEALTH
Choreographic Work Days	Percentage of Fee & Advance at Schedule C	Percentage of Weekly Royalties	Percentage of Weekly Payments Set Forth at Article XI (B)
1-2 Full Days	10%	0%	Per Article VI(H)(1) Development
1-4 Half Days	20%	0%	Per Article VI(H)(1) Development
3-6	30%	30% of minimum Royalties due under Article VII	30%
7-12	50%	50% minimum Royalties due under Article VII	50%
13-16	75%	75% minimum Royalties due under Article VII	75%
17 or more	100%	100% minimum Royalties due under Article VII	100%

SCHEDULE H-DEVELOPMENTAL FORM

Effective July 1, 2025- August 31, 2026



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

SDC/Off-Broadway League Developmental Form

The following constitutes our agreement:

- This contract is subject to the applicable terms and conditions of Article VI (H) of the SDC/Off-Broadway Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the Off-Broadway League, effective July 1, 2025, or its successor Agreements.
- The Producer, _____ hereby engages the services of _____ (Artist) as _____ and Artist accepts such engagement with respect to the project titled _____ . Artist services shall be rendered for a developmental project from _____ through _____ .
- In consideration of full and timely performance by Artist hereunder, the Producer agrees to compensate Artist as follows:
Compensation of \$ _____ (Minimum compensation- 1 day project: \$250 , >1 day project: \$125 for each day)
- Effective immediately, the undersigned assigns to the SDC, three percent (3 %) of all monies earned and to be earned as Director and/or Choreographer of the above named project and authorizes and directs the Producer to deduct such amounts and remit same to SDC. This assignment shall be irrevocable for the run of the above-named project.
- PENSION AND HEALTH:** The Employer shall make the following benefit contributions:
For 1-14 days of work: \$40/day to the SDC-League Pension and Health Funds.
Total Benefit: _____ days x \$40 = \$ _____
Benefit payments shall be capped at \$280 total per SDC Member per project.
For 15 days or more: "Off-Broadway Workshop Form" at Schedule "I" of Agreement applies.
- INTELLECTUAL PROPERTY:** Staged work by a Director or Choreographer shall not be deemed work for hire.
- ELECTRONIC RIGHTS:** Producer may utilize footage captured during a development project for archival or artistic/creative team purposes or for the purposes of fundraising or the publicity/promotion of the production without additional payment to the Director and/or Choreographer. Any commercial use of such footage shall be subject to good faith negotiation between the Director and/or Choreographer and Producer directly.
- ARBITRATION:** Per Article XXI of the SDC/Off-Broadway League Agreement.
- BILLING:** If billing is afforded to any other artist on the project, the Director and/or Choreographer shall receive billing in the same size and type as the Author.
- RIDERS:** (Attach additional riders to each copy of this contract.)

The Producer and the Director and/or Choreographer each must file one copy of this contract and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs.

Producer must sign contract first:

PRODUCER

By (Signature) _____
 Please type name _____
 Date _____
 Address _____

 Email Address _____
 Employer Registration Number _____

Accepted:

DIRECTOR/CHOREOGRAPHER

(Signature) _____
 Please type name _____
 Date _____
 Address _____

 Email Address _____
 SDC Member in Good Standing? YES NO

EFFECTIVE SEPTEMBER 1, 2026 -JUNE 30, 2029



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

SDC/Off-Broadway League Developmental Form

The following constitutes our agreement:

1. This contract is subject to the applicable terms and conditions of Article VI (H) of the SDC/Off-Broadway Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the Off-Broadway League, effective July 1, 2025, or its successor Agreements.
2. The Producer, _____ hereby engages the services of _____ (Artist) as _____ and Artist accepts such engagement with respect to the project titled _____. Artist services shall be rendered for a developmental project from _____ through _____.
3. In consideration of full and timely performance by Artist hereunder, the Producer agrees to compensate Artist as follows:
Compensation of \$ _____ (Minimum compensation- 1 day project: \$250, >1 day project: \$125 for each day)
4. Effective immediately, the undersigned assigns to the SDC, three percent (3%) of all monies earned and to be earned as Director and/or Choreographer of the above named project and authorizes and directs the Producer to deduct such amounts and remit same to SDC. This assignment shall be irrevocable for the run of the above-named project.
5. PENSION AND HEALTH: The Employer shall make the following benefit contributions:
For 1-14 days of work: \$50/day to the SDC-League Pension and Health Funds.
Total Benefit: _____ days x \$50 = \$ 0
Benefit payments shall be capped at \$350 total per SDC Member per project.
For 15 days or more: "Off-Broadway Workshop Form" at Schedule "I" of Agreement applies.
6. INTELLECTUAL PROPERTY: Staged work by a Director or Choreographer shall not be deemed work for hire.
7. ELECTRONIC RIGHTS: Producer may utilize footage captured during a development project for archival or artistic/creative team purposes or for the purposes of fundraising or the publicity/promotion of the production without additional payment to the Director and/or Choreographer. Any commercial use of such footage shall be subject to good faith negotiation between the Director and/or Choreographer and Producer directly.
8. ARBITRATION: Per Article XXI of the SDC/Off-Broadway League Agreement.
9. BILLING: If billing is afforded to any other artist on the project, the Director and/or Choreographer shall receive billing in the same size and type as the Author.
10. RIDERS: (Attach additional riders to each copy of this contract.)

The Producer and the Director and/or Choreographer each must file one copy of this contract and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs.

Producer must sign contract first:

PRODUCER
By (Signature) _____
Please type name _____
Date _____
Address _____

Email Address _____
Employer Registration Number _____

Accepted:
DIRECTOR/CHOREOGRAPHER
(Signature) _____
Please type name _____
Date _____
Address _____

Email Address _____
SDC Member in Good Standing? YES NO

SCHEDULE I-WORKSHOP FORM



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

Off-Broadway Workshop Form

This contract must be signed and filed with SDC. Attach all riders to each copy. The Producer and the Director/Choreographer/Director-Choreographer each must file one copy of this contract and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer/Director-Choreographer. Contracts may be filed electronically by sending to Contracts@SDCweb.org or your designated Contract Affairs Representative.

The following constitutes our agreement:

1. This contract is subject to all terms and conditions of the SDC-Off-Broadway Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the Off-Broadway League (Producer), effective July 1, 2025, or its successor Agreements, and binds the Theatre to its terms for the duration of said Agreement.
2. The Producer, _____ hereby engages the services of *(artist)* _____ as *--select one--* _____ and artist accepts such engagement with respect to the play titled _____, Artist services shall be rendered for a developmental project from _____ through _____.
3. This activity is classified as *--select one--* _____.
4. In consideration of full and timely performance by artist hereunder, the Producer agrees to compensate artist as follows:
Compensation of \$ _____
(Minimum compensation: \$900 for each week or part thereof, increasing to \$1000 effective 7/1/28)
5. Effective immediately, the undersigned assigns to the SDC, three percent (3%) of all monies earned and to be earned as Director and/or Choreographer of the above named workshop production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the run of the above-named production.
6. PENSION AND HEALTH: If applicable, Producer shall make pension and health contributions to the SDC-League Pension Fund and SDC-League Health Fund as specified in the SDC-Off-Broadway Agreement.
7. GRIEVANCE OR DISPUTE: Any grievance or dispute arising out of this contract shall be settled pursuant to the procedures contained in the SDC-Off-Broadway Agreement.
8. RIDERS: (Attach additional riders to each copy of this contract.)

Producer must sign contract first

Accepted:

PRODUCER

DIRECTOR/CHOREOGRAPHER

By (Signature) _____

(Signature) _____

Please type name _____

Please type name _____

Date _____

Date _____

Address _____

Address _____

Phone _____

Phone _____

Employer Registration No. _____

SDC Member in Good Standing? Yes No

SCHEDULE J- ASSOCIATE DIRECTOR & ASSOCIATE CHOREOGRAPHER FORM



321 W. 44th Street, Suite 804
New York, NY 10036-5653
TEL: 212.391.1070 FAX: 212.302.6195
www.SDCweb.org

This Agreement must be signed and filed with SDC. The Producer/Production Company and the Associate must each file one copy with SDC prior to the first rehearsal. Each party should retain one copy, including the agent or attorney of the Associate if applicable. Contracts may be filed electronically by sending to Contracts@SDCweb.org or your designated Contract Affairs Representative.

1. This Agreement is entered into on the _____ day of _____, 20____. Pursuant to all the terms and conditions herein set forth, _____ (the "Producer") agrees to engage the services of _____ (the "Associate") as --select one-- _____ and the Associate agrees to accept such engagement with respect to the Category --select-- Off-Broadway production of _____.
2. This Agreement is subject to and incorporates all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC) and The Off-Broadway League (OB League), effective July 1, 2025 (SDC-OB Agreement), or its successor Agreements, as such Agreements pertain to Associates, and binds the undersigned to its terms for the duration of said Agreement or its successor Agreements.
3. Type of Production (check one): New Production Currently Running Production.
Employment start date: _____ Employment end date: _____
4. In consideration of full and timely performance by the Associate hereunder, the Producer agrees to compensate the Associate as follows: (please complete all applicable sections):
WEEKLY PAYMENT (if applicable): \$ _____ commencing week ending _____
FLAT PAYMENT (if applicable): \$ _____
OTHER (if applicable): \$ _____ (see rider for details)
5. The undersigned authorizes the Producer to deduct three percent (3%) of all compensation due under this Agreement, or such other dues or assessments as the SDC shall lawfully establish, and to remit all such deductions to the SDC no later than fourteen (14) days after such deduction is made. This authorization shall be irrevocable for a period of one year or until the termination date of the SDC- League Agreement, whichever is sooner, and shall renew itself from year to year unless the undersigned gives written notice addressed to the SDC, 321 West 44th Street, Suite 804, New York, New York 10036, at least fifteen (15) days prior to the termination date of the revocation of this authorization.
6. PENSION AND HEALTH: The Producer shall pay weekly health and pension contributions per Article XI, for each week in which services are provided; such amounts shall be prorated for an Associate engaged on a part-time basis at a rate of one-sixth (1/6) of the weekly amount for each day in which services are provided.
7. GRIEVANCE OR DISPUTE: Any dispute arising out of this Agreement shall be settled pursuant to the grievance-arbitration procedures set forth in the SDC-OB Agreement.
8. REPORTING: The Producer shall include Associates on weekly reporting to the Union, detailing total compensation paid for the week, total benefit amounts being remitted for the week, and the number of days worked each week.
9. RIDERS: Any Riders must be attached to each copy of this Agreement.

Producer <u>must</u> sign contract first:	Accepted:
PRODUCER _____	ASSOCIATE _____
(Signature) _____	By (Signature) _____
(Please type name) _____	(Please type name) _____
Date _____	Date _____
Address _____	Address _____
_____ Zip _____	_____ Zip _____
Phone _____	Phone _____
Email Address _____	Email Address _____
Employer Identification No. _____	Social Security No. _____

--select one-- Copy

The Producer and the Associate must each file one (1) copy of this Agreement with SDC. Attach riders to each copy as needed.

SCHEDULE K – PENSION AND HEALTH AMOUNTS DUE TO EACH FUND
PER ARTICLES VI(I) (DEVELOPMENT) AND XII (PENSION AND HEALTH)

INITIALS	7/1/2025	9/1/2026	7/1/2028
	8.5%	9.0%	10.0%
Health	4.0%	4.0%	4.0%
Pension	4.5%	5.0%	6.0%

WEEKLIES	7/1/2025	9/1/2026	7/1/2028
Commercial	\$452	\$497	\$497
Health	\$265	\$282	\$282
Pension	\$187	\$215	\$215
NFP > \$4.5	\$393	\$432	432
Health	\$228	\$242	\$242
Pension	\$165	\$190	\$190
NFP < \$4.5	\$2181	\$2399	\$2519
Health- 12 weeks	\$1600	\$1700	\$1775
Pension- 12 weeks	\$581	\$699	\$744
Health 1/12th	\$133	\$142	\$148
Pension 1/12th	\$48	\$58	\$62

DEVELOPMENT	7/1/2025	9/1/2026
14 days or less	\$40	\$50
Health	\$20	\$25
Pension	\$20	\$25