

The Broadway League Inc.
and
Stage Directors and
Choreographers Society, Inc.

COLLECTIVE BARGAINING AGREEMENT

March 6, 2023–March 7, 2027

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THIS AGREEMENT is made as of the 6th day of March 2023, by and between The Broadway League Inc. (hereinafter called the "League"), having its principal office at 729 7th Avenue, New York City, for and on behalf of itself and its present and future Producer members (hereinafter called the "Producers"), and the Stage Directors and Choreographers Society, Inc. (hereinafter called "SDC"), having its principal office at 321 West 44th Street, New York City, for itself and on behalf of Directors, Choreographers, and Associate Directors and Associate Choreographers as defined in Article VI (hereinafter called "Associate(s)"), employed by members of the League on productions covered by this Agreement.

In consideration of the mutual covenants and conditions herein contained, the parties hereto do hereby agree as follows:

I. RECOGNITION AND COVERAGE

- (A) The Producers recognize SDC as the representative of Directors and Choreographers employed in connection with any first-class theatrical production of the Producers performed in the United States.
- (B) The Producers recognize SDC as the representative of Associates, as defined in Article VI. Associates shall be covered by the applicable minimum terms herein, except as modified in Article VI.
- (C) A Producer is a person whose name is on the program as the presenter or co-presenter of the play or as a general partner of the producing partnership or as an officer of the producing corporation or as principal of a limited liability company.
- (D) A first-class theatrical production is a play (dramatic play, revue, musical or a combination thereof) presented on the speaking stage under a Producer's management in a first-class theatre, in a first-class manner with a first-class cast. A first-class theatrical production shall not include productions of the following type or nature:

- (1) Vaudeville-type shows;
 - (2) Concert-type shows of which JACKIE MASON'S MUCH ADO ABOUT NOTHING, DAME EDNA: THE ROYAL TOUR, MINNELLI on MINNELLI, BEN PLATT: LIVE AT THE PALACE, KRISTIN CHENOWETH: FOR THE GIRLS, JONAS BROTHERS ON BROADWAY are illustrative;
 - (3) Readings of which Dorothy Stickney in THE LOVELY LIGHT, John Gielgud in AGES OF MAN and DON JUAN IN HELL are illustrative;
 - (4) Night clubs and theatre restaurants, but Las Vegas shows will be considered "first-class" where so classified by Actors' Equity Association (hereinafter called "AEA") as part of a road tour;
 - (5) Ballets;
 - (6) Symphonic and musical importations; and
 - (7) In addition to the foregoing any production not under jurisdiction of AEA shall not be considered to be a first-class theatrical production.
- (E) If a person is hired and/or billed as a Director or Choreographer for a vaudeville type show, a concert type show or a reading as set forth above in Sections (D)(1), (2) and (3), such person shall be required to become a member of SDC as provided in Article II Section (A) below, and this Agreement shall apply. In the event such person is employed for fourteen or fewer days of rehearsals and/or previews, or any part(s) of such days, such person shall be compensated as follows:

Fee, Advance, Royalties	50% of the amounts due under Article IV or V, whichever is applicable.
Pension	In accordance with Article X Section (B)

Health Fund Contribution

Effective Date	Initial	Weekly for each week the production runs, commencing 6 months after its first paid public performance
January 1, 2024	\$748	\$29
March 4, 2024	\$803	\$31
March 3, 2025	\$821	\$32
March 2, 2026	\$839	\$33

- (F) In return for recognition of SDC granted by the Producers (i.e., present and future Producer members of the League) in connection with first-class theatrical productions of the Producers performed in the United States, SDC agrees that it will not attempt to seek recognition from and/or to bargain with the Producers, either individually or collectively, with respect to productions of the types listed in Sections (D)(1) through (7) above, except as set forth in the exception contained in Section (E). A theatrical production presented on the speaking stage in other than a first-class theatre shall not be covered by this contract.
- (G) It is agreed that this Agreement does not cover a Producer, not previously a member of SDC, when such a Producer is acting as a Producer-Director or a Producer-Choreographer. No such Producer-Director or Producer-Choreographer will be induced, coerced, or otherwise required to become a member of SDC. Any Producer-Director or Producer-Choreographer previously a member of SDC shall not qualify hereunder and shall remain a member of SDC pursuant to Article II of this Agreement.
- (H) In addition to the posting of bond required by Article XXIII of this Agreement, a Producer who is a member of the League shall be required to deposit with SDC \$25,000 for each Director and \$18,750 for each Choreographer employed on a first-class production whenever SDC shall determine that such a deposit should be made. Said determination shall be made at the discretion of SDC, but shall be based on the Producer's prior payment record or the Producer's credit

standing. Any Producer covered by this Agreement who is not a member of the League shall be required to deposit with SDC a sum equal to the minimum fee and advance of a Director and/or Choreographer, whichever is applicable, before the commencement of rehearsals. The security so deposited by a Producer may be used, in the discretion of SDC, ten (10) days after the Producer shall have received written notice of default from SDC, to pay fees, royalty payments, per diem, and/or health and pension payments. Whenever a Producer shall be required to make the foregoing deposits and does not do so, it will not be a violation of the Agreement for SDC to direct its members to refrain from working for the said Producer, or for the affected Director and/or Choreographer to refrain from working for said Producer. In the event that a bond is required, the bond shall be posted no later than two (2) weeks prior to the first rehearsal.

II. MEMBERSHIP, FEES AND UNION SECURITY

- (A) The Producers agree that, as a condition of employment, any Director, Choreographer, or Associate (subject to Article VI) hired after the execution date of the Agreement will be required to join SDC after the 30th day following their employment or the effective date of this Agreement, whichever is later. This 30-day grace period applies to the initial engagement of a Director or Choreographer contracted after the execution date or effective date of this Agreement, whichever is later, or in the case of an Associate and except as modified in Article VI, the execution date or January 1, 2024 whichever is later. Thereafter, with respect to succeeding engagements, Directors, Choreographers, and Associates, as a condition of employment, shall be or become members of SDC when hired by a Producer; provided, however, that nothing in this Section 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 the periodic dues 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 non-US citizen Directors, Choreographers, and/or Associates from the United States and will admit non-US citizen Directors, Choreographers, and/or Associates to membership on a non-discriminatory basis.
- (C) SDC agrees that any initiation fee, or charge similar thereto, shall be reasonable and shall be uniformly required of all applicants and members.
- (D) The Producer shall check off dues and remit same to SDC, provided the Director, Choreographer, and Associate have duly authorized such check off.
- (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 dues arrearages and in no event will honorable re-entry be conditioned on the payment by any individual of a sum in excess of the initiation fee set forth in Section (C) of this Article.

III. GENERAL PROVISIONS

- (A) SDC shall be notified within forty-eight (48) hours of the engagement of a Director and/or Choreographer. No Producer may make any representation regarding the engagement of a Director and/or Choreographer unless negotiations for an agreement for their services has been completed.
- (B) The applicable provisions of this Agreement shall be deemed incorporated in the individual contract of employment between each Producer and each Director, Choreographer, and/or Associate. The Producer, SDC, and the

individual Director, Choreographer, and/or Associate shall each be bound thereby.

- (C) Nothing contained in this Agreement shall be construed to prevent any Director, Choreographer, or Associate from negotiating with and obtaining from any Producer any better terms and conditions than are provided for in this Agreement without limitation.
- (D) SDC will not enter into any first-class agreement with any person, firm or corporation, which provides more favorable terms to the Producer than those contained in this Agreement.
- (E) It is agreed that the direction of "musical numbers" is a usual part of the duties of a Director and/or Choreographer and that compensation for such direction is included in the minimum fee and royalty provisions of this Agreement.
- (F)
 - (1) No Director and/or Choreographer may be dismissed, except where the Director and/or Choreographer is guilty of breach of contract, without the full payment for all compensation due them under the contract as the same accrues. Notwithstanding the foregoing, if a Director and/or Choreographer is dismissed for any 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 Producer may reduce all fees, advance and other payments due to the dismissed Director and/or Choreographer to the minimum terms provided herein, and may further reduce royalties to 75% of the minimum weekly guarantee for the run of the Broadway production if the dismissal occurs after the first rehearsal but before the first paid public performance; and to 66% of the minimum weekly guarantee for the run of the Broadway production if the dismissal occurs before the first rehearsal.
 - (2) Pension and Health payments due pursuant to Article X shall be paid for the duration of the Broadway run.

- (3) A dismissed Director and/or Choreographer shall be deemed to have elected not to direct or choreograph any additional companies under Article V Section (G) and therefore shall receive no fee and no pension or health contributions in connection with any additional companies, but will receive 50% of the minimum weekly guarantee due without overage participation.
- (4) No Associate may be dismissed without two (2) weeks' notice, or payment in lieu thereof, provided, however, that no notice is necessary in the event of termination for cause.
- (G) The Producer will execute a standard form contract (See Schedules B & D as applicable) for employment of all Directors, Choreographers, and/or Associates for all covered productions and file such contract and all riders with SDC by the first rehearsal.
- (H) To the extent that the Director and/or Choreographer is not already covered by any general liability insurance policy maintained by the production, the Producer will name the Director and/or Choreographer as an additional insured on any general liability insurance policy maintained by the production.

IV. FEES AND ROYALTIES

(A) Fees

- (1) The applicable minimum fees and royalty advances for Directors and Choreographers shall be no less than those listed in Schedule A, attached hereto. The advance against royalties shall be considered part of the fee for all purposes under this Agreement and is non-returnable. The applicable fee and advance shall be determined as of the date of contract signing or date of first rehearsal, whichever is later.
- (2) Twenty-five (25%) percent of the contractual fee is to be paid directly to the Director and/or Choreographer on signing of the contract and is nonreturnable. The balance of the fee is payable in three (3) equal payments at the beginning of the first, second, and third weeks of

rehearsal or not later than one (1) week before the first performance whichever is sooner. If a production is abandoned, there shall be no liability for fee payments due the Director and/or Choreographer after the date of the abandonment. Those fees accrued to the Director and/or Choreographer prior to the abandonment may be retained by them and will be paid to them.

(B) Royalties

(1) Musicals

The Producer will pay to the Director and/or Choreographer of a musical either:

(a) Royalties Based on Percentage of Gross Weekly Box Office Receipts.

(i) Director:

A minimum royalty of .75% of Gross Weekly Box Office Receipts.

(ii) Choreographer:

A minimum royalty of .50% of Gross Weekly Box Office Receipts.

(iii) Notwithstanding the foregoing, when Gross Weekly Box Office Receipts are 120% of Weekly Breakeven or less (the "Grey Zone")

(a) The Director will be paid the applicable minimum amount outlined below, plus 4% of the Net Operating Profit, if any, between 100% and 120% of Weekly Breakeven, with a cap on payments of .75% of Gross Weekly Box Office Receipts.

Effective Date	Grey Zone Minimum
March 6, 2023	\$1,150
March 4, 2024	\$1,173
March 3, 2025	\$1,196
March 2, 2026	\$1,220

(b) The Choreographer will be paid the applicable minimum amount outlined below plus 2.5% of the Net Operating Profit, if any, between 100% and 120% of Weekly Breakeven, with a cap on payments of .50% of Gross Weekly Box Office Receipts.

Effective Date	Grey Zone Minimum Contracts signed on or after April 1, 2012	Grey Zone Minimum Contracts signed before April 1, 2012
March 6, 2023	\$760	\$677
March 4, 2024	\$775	\$690
March 3, 2025	\$790	\$704
March 2, 2026	\$806	\$718

OR

(b) Royalties Based on Percentage of Net Operating Profit.

Whenever a Producer compensates the Director and/or Choreographer under this subsection "(b)," 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:

(i) Director:

The greater of 1) 2.5% of weekly Net Operating Profit until 125% of recoupment, and 2.75% of weekly Net Operating Profit thereafter; or 2) a minimum weekly guarantee as follows:

Effective Date	NOP Minimum Weekly Guarantee
March 6, 2023	\$1,533
March 4, 2024	\$1,564
March 3, 2025	\$1,595
March 2, 2026	\$1,627

(ii) Choreographer:

The greater of 1) 1% of weekly Net Operating Profit until 125% recoupment, and 1.1% of weekly Net Operating Profit thereafter; or 2) a minimum weekly guarantee as follows:

Effective Date	NOP Minimum Weekly Guarantee Contracts signed on or after April 1, 2012	NOP Minimum Weekly Guarantee Contracts signed before April 1, 2012
March 6, 2023	\$1,013	\$902
March 4, 2024	\$1,033	\$920
March 3, 2025	\$1,054	\$938
March 2, 2026	\$1,075	\$957

(iii) Notwithstanding the above, royalties based on Net Operating Profit shall be capped at the applicable amount below per week until recoupment.

Effective Date	Royalty Cap - Director	Royalty Cap - Choreographer signed on or after April 1, 2012	Royalty Cap - Choreographer signed before April 1, 2012
March 6, 2023	\$5,471	\$3,625	\$3,223
March 4, 2024	\$5,580	\$3,698	\$3,287
March 3, 2025	\$5,692	\$3,771	\$3,353
March 2, 2026	\$5,806	\$3,847	\$3,420

(2) Dramatic Productions

The Producer will pay to the Director of a dramatic production either:

- (a) Royalties Based on Percentage of Gross Weekly Box Office Receipts.
- (i) A minimum royalty of 1.5% of Gross Weekly Box Office Receipts.
- (ii) Notwithstanding the foregoing, when Gross Weekly Box Office Receipts are 110% of Weekly Breakeven or less (the "Grey Zone"), the Director will be paid the applicable minimum amount outlined below, plus 2) 7.5% of the Net Operating Profit, if any, between 100% and 110% of Weekly Breakeven, with a cap on payments of 1.5% of Gross Weekly Box Office Receipts.

Effective Date	Grey Zone Minimum
March 6, 2023	\$762
March 4, 2024	\$777
March 3, 2025	\$792
March 2, 2026	\$808

OR

- (b) Royalties Based on Percentage of Net Operating Profit.
- (i) Whenever a Producer compensates a Director under this subsection "(b)," nothing in this Agreement shall preclude any method or form (including, without limitation, royalty pools) for determining the royalties due to a Director, provided that the Director receives the following minimum payment: the greater of 1) 3.5% of weekly Net Operating Profit until 125% of recoupment, and 3.85% of weekly Net Operating Profit thereafter; or 2) a minimum weekly guarantee as follows:

Effective Date	NOP Minimum Weekly Guarantee
March 6, 2023	\$1,120
March 4, 2024	\$1,142
March 3, 2025	\$1,165
March 2, 2026	\$1,189

- (ii) Notwithstanding the above, royalties based on Net Operating Profit for a dramatic production shall be capped at the applicable amount outlined below per week until recoupment.

Effective Date	Royalty Cap
March 6, 2023	\$4,088
March 4, 2024	\$4,170
March 3, 2025	\$4,253
March 2, 2026	\$4,338

(3) Method of Calculating Royalties

If the Director's and/or Choreographer's contract includes a formula for calculating royalties under a Net Operating Profit basis pursuant to Sections (B)(1)(b) or (B)(2)(b), unless otherwise agreed, royalties may be calculated on a Net Operating Profit basis at any time at the option of the Producer. Once begun, however, Sections (B)(1)(b) or (B)(2)(b) shall govern the royalty payments for the remaining life of the production.

(4) Amortization

A Producer may utilize amortization as a variable in any royalty pool or other royalty payment formula, provided that the minimum compensation due under the collective bargaining agreement is paid to the Director and/or the Choreographer before taking amortization into account. The following are examples of the manner in which a Producer may use amortization in the calculation of royalties under Article IV (B):

Royalties Based on Net Operating Profit

Assume that the contract of a Director of a musical provides for a royalty payment of 3% of the weekly net operating profit and that weekly amortization is \$50,000 and that all other terms of the collective bargaining agreement apply.

In week number 10, the net operating profit equals \$150,000. Under the Director's contract, after subtracting amortization from net operating profit, the Director is entitled to 3% of \$100,000 (or \$3,000). However, under the collective bargaining agreement, the Director must receive a minimum of 2.5% of \$150,000 (or \$3,750). In that week, therefore, the Producer must pay the Director \$3,750

In week number 12, the net operating profit equals \$250,000. Under the Director's contract, after subtracting amortization from net operating profit, the Director is entitled to 3% of \$200,000 (or \$6,000). Under the collective bargaining agreement, the Director would receive a minimum of 2.5% of \$250,000 (or \$6,250) unless that compensation exceeds the pre-recoupment cap as set forth in Article IV Section (B)(1)(b)(iii) \$5,471; (\$5,580 as of 3/4/2024; \$5,692 as of 3/3/2025; \$5,806 as of 3/2/2026). Thus, because both these amounts exceed the \$5,471 (\$5,580 as of 3/4/2024; \$5,692 as of 3/3/2025; \$5,806 as of 3/2/2026)) pre-recoupment cap on net operating profit royalties, the director would receive \$5,471 in week number 12.

Royalties Based on Percentage of Gross Weekly Box Office Receipts

Assume that the contract of a Director of a musical provides for a royalty payment of 1% of gross weekly box office receipts and that weekly amortization is \$200,000 and that all other terms of the collective bargaining agreement apply.

In week number 10, the gross weekly box office receipts were \$700,000. Under the director's contract, after subtracting weekly amortization from the gross weekly box office receipts, the director is entitled to 1% of \$500,000 (or \$5,000). However, under the collective bargaining agreement, the director is entitled to a minimum of .75% of \$700,000 (or \$5,250). Therefore, in week number 10, the director must receive \$5,250.

In week number 12, the gross weekly box office receipts were \$900,000. Under the director's contract, after subtracting weekly amortization from the gross weekly box office receipts, the director is entitled to 1% of \$700,000 (or \$7,000). Under the collective bargaining agreement, the director must receive at least .75% of \$900,000 (or \$6,750). Therefore, in week number 12, the director would receive \$7,000.

(C) Advances

(1) Musicals

- (a) Whenever a Producer compensates a Director and/or Choreographer pursuant to Section (B)(1)(a) (i.e., based on Gross Weekly Box Office Receipts), the advance shall be recouped from the first dollar of royalties payable to the Director and/or Choreographer; provided, however, that when Gross Weekly Box Office Receipts are 120% of Weekly Breakeven or less, the advance shall be recouped only from any weekly royalties above the following applicable amounts:

Effective Date	Director	Choreographer
March 6, 2023	\$1,150	\$760
March 4, 2024	\$1,173	\$775
March 3, 2025	\$1,196	\$790
March 2, 2026	\$1,220	\$806

- (b) Whenever a Producer compensates a Director and/or Choreographer pursuant to Section (B)(1)(b) (i.e., based on Net Operating Profit), the advance shall be recouped only from any weekly royalties above the following applicable amounts:

Effective Date	Director	Choreographer
March 6, 2023	\$1,533	\$1,013
March 4, 2024	\$1,564	\$1,033
March 3, 2025	\$1,595	\$1,054
March 2, 2026	\$1,627	\$1,075

(2) Dramatic Productions

- (a) When a Producer compensates a Director pursuant to Section (B)(2)(a) (i.e., based on Gross Weekly Box Office receipts), the advance shall be recouped from the first dollar of royalties payable to the Director provided, however, that when Gross Weekly Box Office Receipts are 110% of Weekly Breakeven or less, the advance shall be recouped only from any weekly royalties above the following applicable amounts:

Effective Date	Amount
March 6, 2023	\$762
March 4, 2024	\$777
March 3, 2025	\$792
March 2, 2026	\$808

- (b) When a Producer compensates a Director pursuant to Section (B)(2)(b) (i.e., based on Net Operating Profit), the advance shall be recouped only from any weekly royalties above the following applicable amounts:

Effective Date	Amount
March 6, 2023	\$1,120
March 4, 2024	\$1,142
March 3, 2025	\$1,165
March 2, 2026	\$1,189

- (3) Except for the minimum weekly payments set forth above at Subsections (1) and (2) of this Section (C), 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 at or in excess of the combined fee and advance against royalties set forth above, no additional advance against royalties need be paid unless otherwise specifically provided in said individual contract.

(D) Payment Cycle

- (1) Royalties calculated pursuant to Sections (B)(1)(a) and (B)(2)(a) shall be calculated weekly, except that they may, at the Producer's option, be calculated on a cycle not to exceed six (6) weeks during the Christmas/New Year's period. Royalties calculated pursuant to Sections (B)(1)(b) and (B)(2)(b) shall be calculated and be based on a cycle not to exceed four (4) weeks, with the following exceptions: 1) the preview period through opening, not to exceed six (6) weeks; 2) the Christmas/New Year's period, not to exceed six (6) weeks; and 3) the period up to and including closing, not to exceed six (6) weeks. The cycles for the payment of royalties shall apply on a most favored nations basis for each production.
- (2) Royalties shall be paid as follows:
- (a) When paying royalties based on the Net Operating Profit:
- i. Minimum weekly guarantee payments are due no later than fourteen (14) days after the week for which they are due.
 - ii. Initial cycle payments shall be due no later than forty-two (42) days after the close of the cycle.
 - iii. Subsequent cycle payments shall be due no later than twenty-one (21) days after the close of the cycle.

iv. Cycle reconciliation and profit/loss statements, including itemization of operating expenses, are due to SDC no later than fifty-six (56) days after the close of the cycle.

(b) When paying royalties based on Gross Weekly Box Office Receipts:

i. Payments as well as weekly box office statements or their equivalents to SDC are due fourteen (14) days after the week in which they are due.

(E) Definitions

(1) For purposes of calculating royalties, Gross Weekly Box Office Receipts shall be the gross box office receipts as evidenced by the statements prepared and signed by the theatre and the Producer after the following deductions:

- (a) All admission taxes levied by any governmental agency on gross receipts;
- (b) Pension and Health deductions exercised as a result of the New York City tax abatement program;
- (c) Theatre party commissions and discounts, and cut rate sales;
- (d) Subscription fees;
- (e) Actors Fund benefits;
- (f) Any deductions similar to the ones listed above.

(2) Gross Weekly Box Office Receipts (as set forth above), Recoupment, Net Operating Profit, and Weekly Operating Expenses/Weekly Breakeven shall be defined consistent with standard theatrical accounting practices on a most favored nations basis. The Producer shall operate each production as efficiently as possible in accordance with standard theatrical practices.

- (3) Notwithstanding the foregoing, an amount may be excluded from the Gross Weekly Box Office Receipts for the purpose of calculating royalties if it is collected pursuant to the terms of a lease, license or occupancy agreement between a theatre owner and producer, which agreement requires the collection of such amount as a specified supplemental charge in addition to the ticket price (e.g., a restoration or facilities charge) and its payment to the theatre owner for the purpose of the maintenance or capital improvement of the theatre. Such amount shall not exceed \$2.00 in New York City Broadway theatres for the duration of this Agreement and through August 31, 2010.

IV-A. SHORT-TERM OR SPECIALTY CHOREOGRAPHY

(A) MUSICALS

- (1) In the case of Musicals for which a Director-Choreographer or Choreographer has been employed under this Agreement and receives at least the minimum fees and royalties provided for at Article IV Sections (A)(1) and (B)(1), the Producer may also employ one or more additional Choreographers and compensate each additional Choreographer as follows, according to the number of days or parts of any days prior to the first paid public performance (which days need not be consecutive) in which they shall be required to render any choreographic services ("Choreographic Work Days"):

(a) Fees:

Choreographic Work Days	March 6, 2023- March 3, 2024	March 4, 2024- March 2, 2025	March 3, 2025- March 1, 2026	March 2, 2026- March 7, 2027
1 through 6	\$842 per day	\$859 per day	\$876 per day	\$894 per day
7 through 13	\$12,478	\$12,728	\$12,982	\$13,242
14 through 21	\$18,731	\$19,106	\$19,488	\$19,877
22 or more	\$24,972	\$25,471	\$25,981	\$26,500

(b) Weekly Royalties

(i) Losing Weeks

Choreographic Work Days	March 6, 2023- March 3, 2024	March 4, 2024- March 2, 2025	March 3, 2025- March 1, 2026	March 2, 2026- March 7, 2027
1 through 6	0	0	0	0
7 through 13	\$232	\$237	\$241	\$246
14 through 21	\$319	\$325	\$332	\$339
22 through 27	\$391	\$399	\$407	\$415
28 or More on Gross	\$580	\$592	\$603	\$616
28 or more on NOP	\$781	\$797	\$813	\$829

A "Losing Week" is any week in which the Gross Weekly Box Office Receipts are less than the Weekly Operating Expenses/Weekly Breakeven.

(ii) Other Weeks

Choreographic Work Days	March 6, 2023- March 3, 2024	March 4, 2024- March 2, 2025	March 3, 2025- March 1, 2026	March 2, 2026- March 7, 2027
1 through 6	0	0	0	0
7 through 13	\$264	\$269	\$275	\$280
14 through 21	\$391	\$399	\$407	\$415
22 through 27	\$495	\$505	\$515	\$525
28 or More on Gross	\$587	\$599	\$611	\$623
28 or more on NOP	\$789	\$805	\$821	\$837

(c) Pension and health contributions shall be made in accordance with Article IV-A Section (C), below.

- (2) In the case of a musical production with a rehearsal period of four (4) weeks or more (exclusive of previews) and which requires only incidental choreography, the Producer, with the agreement of the Director, may engage a Short-Term Choreographer instead of a Choreographer employed under the terms of Article IV and/or V. Such Short-Term Choreographer shall be employed only for fourteen or fewer days, or any part(s) of such days, and compensated as follows:

Fee, Advance, Royalties 50% of the amounts due under Article IV or Article V, whichever is applicable.

Pension Fund Contribution In accordance with Article X Section (B)

Health Fund Contribution

Effective Date	Initial	Weekly for each week the production runs, commencing 6 months after its first paid public performance
January 1, 2024	\$884	\$67
March 4, 2024	\$904	\$69
March 3, 2025	\$924	\$70
March 2, 2026	\$945	\$72

(B) **DRAMATIC PRODUCTIONS**

In the case of Dramatic Productions the Producer may employ a Choreographer and compensate him or her as follows, according to the number of days or parts of any days prior to the first paid public performance (which days need not be consecutive) in which the Choreographer shall be required to render any choreographic services ("Choreographic Work Days"):

(1) Fees:

Choreographic Work Days	March 6, 2023-March 3, 2024	March 4, 2024- March 2, 2025	March 3, 2025-March 1, 2026	March 2, 2026-March 7, 2027
1 through 6	\$508 per day	\$518 per day	\$529 per day	\$539 per day
7 through 13	\$6,366	\$6,493	\$6,623	\$6,756
14 through 21	\$10,925	\$11,144	\$11,366	\$11,594
22 through 27	\$15,479	\$15,789	\$16,104	\$16,426
28 or More	Minimum Fee and Advance for Choreographer specified in Schedule A Section 1.			

(2) Weekly Royalties:

(a) Losing Weeks

Choreographic Work Days	March 6, 2023-March 3, 2024	March 4, 2024-March 2, 2025	March 3, 2025-March 1, 2026	March 2, 2026-March 7, 2027
1 through 6	0	0	0	0
7 through 13	\$157	\$160	\$163	\$167
14 through 21	\$195	\$199	\$203	\$207
22 through 27	\$264	\$269	\$275	\$280
28 or More	Minimum terms specified under Article IV Section (B)(1).			

A "Losing Week" is any week in which the Gross Weekly Box Office Receipts are less than the Weekly Operating Expenses/Weekly Breakeven.

(b) Other Weeks

Choreographic Work Days	March 6, 2023-March 3, 2024	March 4, 2024-March 2, 2025	March 3, 2025-March 1, 2026	March 2, 2026-March 7, 2027
1 through 6	0	0	0	0
7 through 13	\$195	\$199	\$203	\$207
14 through 21	\$244	\$249	\$254	\$259

22 through 27	\$305	\$311	\$317	\$324
28 or More	Minimum terms specified under Article IV Section (B)(1).			

(C) HEALTH AND PENSION FOR SHORT-TERM OR SPECIALTY CHOREOGRAPHY

Except for circumstances provided for in Article IV-A Section (A)(2) above, the Producers shall make only the following initial contributions to the SDC-League Pension and Health Funds on behalf of Choreographers covered under this Article IV-A, except where weekly payments are also specified below:

Health Fund

Choreographic Work Days	March 6, 2023-December 31, 2023	January 1, 2024-March 3, 2024	March 4, 2024-March 2, 2025	March 3, 2025-March 1, 2026	March 2, 2026-February 28, 2027
1 through 6	0	0	0	0	0
7 through 13	\$842	\$884	\$904	\$924	\$945
14 through 21	\$842	\$884	\$904	\$924	\$945
22 through 27	\$842	\$884	\$904	\$924	\$945
28 or more Musicals:	\$1,744	\$1,831	\$1,872	\$1,915	\$1,958
28 or more Dramatic:	Initial and Weekly Payments Per Article X Section (B)				

Pension Fund

Choreographic Work Days	Pension Contribution Effective 3/6/23	Pension Contribution Effective 9/1/23	Pension Contribution Effective 9/1/26
1 through 6	0	0	0
7 through 13	8 % of Minimum Fee*	8.8% of Minimum Fee*	9.68% of Minimum Fee*
14 through 21	8 % of Minimum Fee*	8.8% of Minimum Fee*	9.68% of Minimum Fee*
22 through 27	8% of Minimum Fee*	8.8% of Minimum Fee*	9.68% of Minimum Fee*
28 or more Musicals:	8% of Minimum Fee*	8.8% of Minimum Fee*	9.68% of Minimum Fee*
28 or more Dramatic:	Initial and Weekly Payments Per Article X Section (B)		

* "Minimum Fee" in this Section (C) refers to the applicable Minimum Fee set forth for a Musical at Section (A)(1) of this Article IV-A, or for a Dramatic Production at Section (B)(1) of this Article IV-A.

- (D) All fees and pension and health fund payments due under this Article IV-A shall be paid at such times as fees and fund payments are payable pursuant to Article IV Section (A) (2) and Article X Section (C), respectively.
- (E) The provisions of this Article IV-A shall not apply to performers who choreograph dance sequences solely for themselves; but shall apply to a performer who choreographs dance sequences for other performers, except that no contributions on behalf of such performer/choreographer shall be due to the Health Fund if the Producer is making payments to another labor-management health fund which is providing health insurance on behalf of such performer/choreographer.

IV-B. CO-DIRECTORS AND CO-CHOREOGRAPHERS

- (A) In the event Co-Directors or Co-Choreographers are hired under this Agreement, each Co-Director or Co-Choreographer shall receive no less than the following (for the avoidance of doubt this provision is inclusive of Co-Director-Choreographers):
 - (1) 100% of the applicable minimum fee in Article IV, Schedule A or Article V.
 - (2) 70% of the applicable advance outlined in Schedule A.
 - (3) 100% of the applicable initial and weekly benefits outlined in Article X.
 - (4) 50% of the applicable minimum weekly royalty whether calculated on the Gross Weekly Box Office Receipts or Net Operating Profit outlined in Article IV or Article V.
- (B) Any additional economic terms (e.g., Electronic Rights, etc.), the minimum compensation due under the Agreement shall be split equally between the Co-Directors and Co-Choreographers. This excludes Article XI. Per Diem Expenses.

- (C) Regarding the election of Tours and Other Companies for Co-Directors and Co-Choreographers, please see Article V G(5) below.

V. TOURS AND OTHER COMPANIES

- (A) All productions or tours presented outside of New York City and covered under this Agreement shall be subject to the provisions of this Article, except as otherwise indicated.
- (B) All touring productions that meet the criteria of the AEA Level 3 Tours (formerly Tiered Tours), in effect as of February 6, 2023, may utilize the SDC Level 3 Touring rates for fees and royalties, as set forth in subsections (C) and (D) below. All touring productions that meet the criteria of the AEA Levels 4-7 Tours (formerly Short Engagement Touring Agreement (SET)), in effect as of February 6, 2023, may utilize the SDC Level 4-7 Touring rates for fees and royalties, as set forth in subsections (C) and (D) below. As outlined in Article III, Section (D) above, SDC shall not enter into any first-class agreement with any person, firm or corporation, which provides more favorable terms to the Producer than those contained in this provision.

(C) Fees

(1) Fees for Level 1 and 2 Tours Longer than Twelve (12) Weeks

Effective Date	Musical Director	Musical Choreographer	Dramatic Director
March 6, 2023	\$31,290	\$25,906	\$27,360
March 4, 2024	\$31,916	\$26,424	\$27,907
March 3, 2025	\$32,554	\$26,953	\$28,465
March 2, 2026	\$33,205	\$27,492	\$29,035

(2) Fees for Level 1 and 2 Tours of Twelve (12) Weeks or Fewer

Effective Date	Musical Director	Musical Choreographer	Dramatic Director
March 6, 2023	\$21,424	\$17,883	\$18,178
March 4, 2024	\$21,852	\$18,241	\$18,542
March 3, 2025	\$22,290	\$18,605	\$18,912
March 2, 2026	\$22,735	\$18,978	\$19,291

(3) Fees for Level 3 Tours (formerly Tiered Tours) Longer than Twelve (12) Weeks

Effective Date	Musical Director	Musical Choreographer	Dramatic Director
March 6, 2023	\$25,027	\$20,725	\$21,895
March 4, 2024	\$25,528	\$21,140	\$22,333
March 3, 2025	\$26,038	\$21,562	\$22,780
March 2, 2026	\$26,559	\$21,994	\$23,235

(4) Fees for Level 3 Tours (formerly Tiered Tours) of Twelve (12) Weeks or Fewer

Effective Date	Musical Director	Musical Choreographer	Dramatic Director
March 6, 2023	\$17,140	\$14,309	\$14,534
March 4, 2024	\$17,483	\$14,595	\$14,825
March 3, 2025	\$17,832	\$14,887	\$15,121
March 2, 2026	\$18,189	\$15,185	\$15,424

(5) Fees for Levels 4, 5, 6, and 7 Tours (formerly SET Tours)

Effective Date	Musical Director	Musical Choreographer	Dramatic Director
March 6, 2023	\$21,877	\$17,505	\$19,052
March 4, 2024	\$22,315	\$17,855	\$19,433
March 3, 2025	\$22,761	\$18,212	\$19,822
March 2, 2026	\$23,216	\$18,576	\$20,218

(6) Twenty-five (25%) percent of the contractual fee is to be paid directly to the Director and/or Choreographer on signing of the contract and is nonreturnable. The balance of the fee is payable in three (3) equal

payments at the beginning of the first, second, and third weeks of rehearsal or not later than one (1) week before the first performance, whichever is shorter. If a production is abandoned, there shall be no liability for fee payments due the Director and/or Choreographer after the date of the abandonment. Those fees accrued to the Director and/or Choreographer prior to the abandonment may be retained by them and will be paid to them.

- (7) If a Tour is discontinued or suspended for six (6) weeks or more and the Director and/or Choreographer is required to participate in rehearsals, they shall be compensated as follows:

Up to one (1) week:	No Fee
More than one (1) week through three (3) weeks	50% Minimum Tour Fee
In excess of three (3) weeks	100% Minimum Tour Fee

(D) Royalties for Tours and Other Companies

(1) Royalties for Level 1 and 2 Tours Longer than Twelve (12) Weeks

- (a) The Director shall be paid:

1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.

Plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,894	\$947	\$947
March 4, 2024	\$1,932	\$966	\$966
March 3, 2025	\$1,971	\$985	\$985
March 2, 2026	\$2,010	\$1,005	\$1,005

- (b) The Choreographer shall be paid:
- 1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.
- Plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,513	\$757	\$757
March 4, 2024	\$1,543	\$772	\$772
March 3, 2025	\$1,574	\$788	\$788
March 2, 2026	\$1,606	\$803	\$803

(2) Royalties for Level 1 and 2 Tours of Twelve (12) Weeks or Fewer

- (a) The Director shall be paid:
- 1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.
- Plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,821	\$911	\$911
March 4, 2024	\$1,857	\$929	\$929
March 3, 2025	\$1,895	\$948	\$948
March 2, 2026	\$1,932	\$967	\$967

(b) The Choreographer shall be paid:

1) a weekly minimum outlined below half of which shall be a non-recoupable advance against any weekly overage payment due for that week.

Plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,479	\$740	\$740
March 4, 2024	\$1,509	\$755	\$755
March 3, 2025	\$1,539	\$770	\$770
March 2, 2026	\$1,570	\$785	\$785

(3) Royalties for Level 3 Tours (formerly Tiered Tours) Longer than Twelve (12) Weeks

(a) The Director shall be paid:

1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.

Plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,513	\$757	\$757
March 4, 2024	\$1,543	\$772	\$772
March 3, 2025	\$1,574	\$788	\$788
March 2, 2026	\$1,606	\$803	\$803

(b) The Choreographer shall be paid:

1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.

Plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,210	\$605	\$605
March 4, 2024	\$1,234	\$617	\$617
March 3, 2025	\$1,259	\$629	\$629
March 2, 2026	\$1,284	\$642	\$642

(4) Royalties for Level 3 Tours (formerly Tiered Tours) of Twelve (12) Weeks or Fewer

(a) The Director shall be paid:

1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.

Plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,469	\$735	\$735
March 4, 2024	\$1,498	\$750	\$750
March 3, 2025	\$1,528	\$765	\$765
March 2, 2026	\$1,559	\$780	\$780

(b) The Choreographer shall be paid:

1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.

Plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,186	\$593	\$593
March 4, 2024	\$1,210	\$605	\$605
March 3, 2025	\$1,234	\$617	\$617
March 2, 2026	\$1,259	\$629	\$629

(5) Royalties for Level 4, 5, 6, and 7 Tours (formerly SET Tours)

(a) The Director shall be paid:

1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.

Plus 2) in the case of a musical, 2.5% of the weekly Overage, less one-half of the weekly advance; or in the case of a dramatic production, 3.5% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,380	\$690	\$690
March 4, 2024	\$1,408	\$704	\$704
March 3, 2025	\$1,436	\$718	\$718
March 2, 2026	\$1,464	\$732	\$732

(b) The Choreographer shall be paid:

1) a weekly minimum outlined below, half of which shall be a non-recoupable advance against any weekly overage payment due for that week.

Plus 2) 1% of the weekly Overage, less one-half of the weekly advance.

Effective Date	Weekly Minimum	Non-Recoupable Advance	Recoupable Advance
March 6, 2023	\$1,096	\$548	\$548
March 4, 2024	\$1,118	\$559	\$559
March 3, 2025	\$1,140	\$570	\$570
March 2, 2026	\$1,163	\$582	\$582

(6) "Overage" shall be defined as the amount paid to or earned by the Producer that exceeds: 1) the guarantee paid to the Producer, or 2) the weekly operating expenses plus Fixed Weekly Amortization until recoupment; whichever is greater. "Fixed Weekly Amortization" shall equal the capitalization costs of the tour or other company, divided by the number of weeks the tour or other company is initially booked to run (as determined no later than four weeks after the first paid public performance).

(7) Provided that the Producer shall pay at least the minimum royalty set forth above, nothing in this Agreement shall preclude any method or form or any combination of methods or forms for determining the royalties due to a Director or Choreographer for a tour or other company. No advance of royalties is required for a tour or other company.

(E) Broadway Production Performing Outside of New York

When a Broadway production performs in up to two (2) additional venues outside of New York after closing on Broadway and the Director and/or

Choreographer is required to participate in rehearsals, they shall be compensated as follows:

Up to one (1) week:	No Fee
More than one (1) week and up to two (2) weeks	25% Minimum Tour Fee
More than two (2) weeks and up to three (3) weeks	50% Minimum Tour Fee
In excess of three (3) weeks	100% Minimum Tour Fee

(F) Tour or Other Company Moving to Broadway

When a touring production or other company is presented on Broadway (which is not a pre-Broadway tryout, as currently defined by the collective bargaining agreement between the League and Actors' Equity Association), the provisions of Article IV shall apply to such production for the duration of its run on Broadway, except:

- (1) No fee shall be due when the rehearsal period, exclusive of the preview period, is one week or less; one-half of the fee set forth at Schedule A shall be due when the rehearsal period, exclusive of the preview period, is more than one week and up to three weeks; and the full fee set forth at Schedule A shall be due when the rehearsal period, exclusive of the preview period, exceeds three weeks; and
- (2) The advance set forth at Schedule A shall be reduced by all weekly royalty payments, including the weekly minimum royalties, paid to the Director and/or Choreographer prior to the move to Broadway.

(G) Election of Other Companies

The terms set forth in APPENDIX B shall apply in the case of additional companies for which written notice of the first additional company in the United States or Canada and/or the first additional company in the British Isles had been given to the Director and/or Choreographer under Article V(G)(1)(a) prior to November 1, 2017.

For additional companies for which written notice had been or will be given to the Director and/or Choreographer under Article V(G)(1)(a) on or after November 1, 2017 of either the first additional company (e.g., national tour or sit-down production) in the United States or Canada, and/or the first additional company (e.g., national tour or sit-down production) in the British Isles, the following terms shall apply:

(1) (a) Except as otherwise provided herein, the Director and/or Choreographer shall have the option to direct and/or choreograph all first-class companies presenting the play in the United States, Canada, or the British Isles under the auspices of the Producer, or for which the Producer or an entity in which the Producer is a participant may license the production rights; i.e., under the first-class production rights. Producer will endeavor to provide written notice to the Director and/or Choreographer of Producer's intent to produce a play for which Director and/or Choreographer would have an option to direct and/or choreograph under this Article as soon as is reasonably practicable but at least ninety (90) days before the scheduled date of the applicable company's first rehearsal. It is understood that there may be circumstances in which, due to timing or other business needs of the show, Producer is not able to provide ninety (90) days' notice, in which event Producer will provide as much prior notice before the scheduled date of the applicable company's first rehearsal as is reasonably practicable. The Director and/or Choreographer must make their election known to the Producer, in writing, within ten (10) days after receipt of written notice of an additional company from the Producer.

(b) Where a Producer produces either a new Broadway production or an additional company covered by the terms of this Article (G) of a play or musical it previously produced without the use of the original work of the previous Director, Choreographer, or Director-Choreographer, and with a new physical production, the Producer shall not be required to offer the

Director, Choreographer or Director-Choreographer the option to direct or choreograph the subsequent production.

(2)

(a) Upon license of a production the Producer shall notify SDC within seventy two (72) hours of the identity of the licensee and the production subject to the terms of this subsection 2.

(b) In the event that the Director, Choreographer or Director-Choreographer negotiates terms that do not meet the minimum terms of the SDC-League Agreement, or the licensee fails to pay such fees, royalties, pension or health as may be due, SDC shall have no right to proceed against the licensor/original Producer, provided timely notice of license has been given pursuant to Section (G)(2)(a) above and a bond or letter of credit has been posted/provided under (G)(3) below.

(3) A Producer shall satisfy its obligations under this Agreement in connection with a licensed production if the Producer either (a) notifies the licensee of all obligations under the SDC-League Agreement and any additional obligations under the individual employment agreement, and the licensee signs a security agreement and posts a bond in U.S. dollars (which may be in the form of a letter of credit from a U.S. bank) equal to the minimum fees (including advances) for such licensed production; or (b) guarantees all obligations of the licensed production.

(4)

a) United States and Canada

Additional compensation arrangements for subsequent engagements in the United States and Canada are outlined in Article V (C) and (D), following the election terms below.

(i) (a) In order to exercise such election to direct and/or choreograph the first national tour or sit-down production in the United States or Canada the Director and/or Choreographer must commit to being available and

present for such additional company to the full extent and in the same manner as under their agreement for the first covered production, in which event, provided that the Director and/or Choreographer complies with this obligation, the Director and/or Choreographer will receive 100% of the applicable minimum fees, 100% of the applicable royalties and 100% of the applicable pension and health payments for such additional company, except as per Article X(B)(1).

(b) In the event that a Director and/or Choreographer: (1) exercises such an election in the good faith belief that they will be available and present to the full extent and in the same manner as required under their agreement for the first covered production, and (2) is available and present for all of the pre-production work, but, as a result of one of the "Unforeseen Exigent Circumstances" defined in section (c) below, becomes unable to be available and present for the entire rehearsal and/or preview period, then the following shall apply:

- (x) if Producer and Director and/or Choreographer agree on both a suitable individual to complete all necessary work and how much of the rehearsal and preview period Director and/or Choreographer will be available and present (and provided Director and/or Choreographer is so available and present), the Director and/or Choreographer will receive 50% of the applicable minimum fee, 75% of the applicable minimum royalties and 100% of the applicable pension and health payments, except as per Article X(B)(1);
- (y) if the Producer and Director and/or Choreographer agree on a suitable individual to complete all necessary work but are unable to reach agreement on how much of the rehearsal and preview period Director and/or Choreographer will be available and present, the Director and/or Choreographer will nonetheless receive 25% of the applicable minimum fee, 50%

of the applicable minimum royalties and 100% of the applicable pension and health payments due except as per Article X(B)(1);

(z) if the Producer and Director and/or Choreographer fail to reach agreement as set forth in (x) or (y) above or if the Director and/or Choreographer is not available and present to the full extent agreed, then the Director and/or Choreographer will be deemed to have been unable to exercise their election to do the work. (See Article (V)(G)(6) below.)

(c) "Unforeseen Exigent Circumstances" shall be defined as an unavoidable conflict created only by either:

(x) a personal or immediate family member's critical medical issue
or

(y) a Broadway theater booking that could not have been reasonably anticipated becoming available for a different production on which the Director and/or Choreographer had worked that conflicts with the work necessary for the subsequent company.

(d) In the event that the Director and/or Choreographer is not able to exercise the election in Article (G)(4)(a)(i)(a) when the option is presented due to a personal or professional scheduling conflict and the Producer and Director and/or Choreographer agree on an alternate work schedule as well as on a suitable individual to complete all necessary work, then, provided that the Director and/or Choreographer is present and available to the full extent agreed upon with the Producer, Director and/or Choreographer shall receive such percentage of the applicable minimum fees and applicable minimum royalties as the Director and/or Choreographer and Producer shall agree and 100% of the applicable pension and health payments due for the additional company. In no event shall the Director and/or Choreographer receive less than 50% of the applicable minimum royalties under this provision.

(ii) Provided that (a) the Director and/or Choreographer elected and was available and present for the first national tour or sit-down production in the United States or Canada to the full extent and in the same manner as required under their agreement for the first covered production pursuant to Article (G)(4)(a)(i)(a) above; or (b) was not available and present due solely to Unforeseen Exigent Circumstances as defined above, but an agreement was reached pursuant to Article (G)(4)(a)(i)(b)(x) above (and provided that the Director and/or Choreographer was available and present to the full extent set forth in such agreement) or Article (G)(4)(a)(i)(b)(y), then, with respect to other subsequent additional companies in the United States or Canada the following shall apply:

- (x) In order to exercise the election to direct and/or choreograph such additional companies under Article (G)(1)(a) above, the Director and/or Choreographer must commit to being available and present at all pre-production meetings and all final call-back casting sessions (unless otherwise agreed in advance with Producer) and at least six (6) consecutive working days of technical rehearsals and previews designated by Producer (or, if agreed with Producer, "top and tail") (it being understood that travel days shall not count as work days for purposes of this provision).
- (y) Provided that the Director and/or Choreographer has complied with such obligations, the Director and/or Choreographer will not receive a fee but will receive 100% of the applicable minimum royalties and 100% of the applicable pension and health payments, except as per Article X(B)(1).
- (z) If the Director and/or Choreographer instead commits to being available to the full extent and in the same manner as required under their agreement for the first covered production for such other subsequent additional companies, the Director and/or

Choreographer will receive no less than 100% of the applicable minimum fees, 100% of the applicable royalties, and 100% of the applicable pension and health payments due, except as per Article X(B)(1).

(iii) (a) If the Director and/or Choreographer has not elected and/or not fulfilled the obligations set forth in Article (G)(4)(a)(i)(a) or (b), as applicable, or the Producer and Director and/or Choreographer have not reached an agreement pursuant to Article (G)(4)(a)(i)(d) or the Director and/or Choreographer has not fulfilled the obligations of that agreement, then in order to exercise the election to direct and/or choreograph other subsequent additional companies in the United States or Canada under Article (G)(1)(a) above, the Director and/or Choreographer must commit to being available and present for such additional companies to the full extent and in the same manner as under their agreement for the first covered production, in which event, provided that the Director and/or Choreographer complies with this obligation, the Director and/or Choreographer will receive 100% of applicable minimum fees, 100% of applicable royalties, and 100% of applicable pension and health payments due, except as per Article X(B)(1).

(b) If the Director and/or Choreographer was available and present for the second company to the full extent and in the same manner as required under their agreement for the first covered production pursuant to Article (G)(4)(a)(iii)(a) above, then with respect to the third and any subsequent additional companies thereafter, the following shall apply:

(x) In order to elect to direct and/or choreograph such additional companies, the Director and/or Choreographer must meet the threshold set forth in Article (G)(4)(a)(ii) above for each such company (that is, the Director and/or Choreographer must commit to being available and present at all pre-production meetings and all final call-back casting sessions (unless

otherwise agreed in advance with the Producer) and at least six (6) consecutive working days of technical rehearsals and previews designated by Producer (or, if agreed with Producer, "top and tail") (it being understood that travel days shall not count as work days for purposes of this provision)).

- (y) Provided that the Director and/or Choreographer has complied with such obligations, the Director and/or Choreographer will not receive a fee but will receive 100% of the applicable minimum royalties and 100% of the applicable pension and health payments due, except as per Article X(B)(1).
- (z) If the Director and/or Choreographer instead commits to being available to the full extent and in the same manner as required under their agreement for the first covered production for the third and any subsequent additional companies, the Director and/or Choreographer will receive no less than 100% of the applicable minimum fees, 100% of the applicable royalties and 100% of the applicable pension and health payments for such additional companies, except as per Article X(B)(1).

b) British Isles

Additional compensation arrangements for engagements in the British Isles are outlined in Article V(H), following the election terms below.

- (i) (a) In order to exercise such election to direct and/or choreograph the first additional company in the British Isles (e.g. sit-down production or tour) the Director and/or Choreographer must commit to being available and present for such additional company to the full extent and in the same manner as under their agreement for the original covered production, in which event, provided that the Director and/or Choreographer complies with this obligation, the Director and/or Choreographer will receive 100% of the applicable minimum fees,

royalties and 100% of the applicable pension and health payments, except as per Article X(B)(1), for such additional company.

(b) In the event that a Director and/or Choreographer: (1) exercises such an election in the good faith belief that they will be available and present to the full extent and in the same manner as required under their agreement for the first covered production, and (2) is available and present for all of the pre-production work, but, as a result of one of the Unforeseen Exigent Circumstances defined in Article (G)(4)(a)(i)(c) above, becomes unable to be available and present for the entire rehearsal and/or preview period, then the following shall apply:

- (x) if Producer and Director and/or Choreographer agree on both a suitable individual to complete all necessary work and how much of the rehearsal and preview period Director and/or Choreographer will be available and present (and provided Director and/or Choreographer is so available and present), the Director and/or Choreographer will receive 50% of the applicable minimum fee, 75% of the applicable minimum royalties and 100% of the applicable pension and health payments, except as per Article X(B)(1);
- (y) if the Producer and Director and/or Choreographer agree on a suitable individual to complete all necessary work but are unable to reach agreement on how much of the rehearsal and preview period Director and/or Choreographer will be available and present, the Director and/or Choreographer will nonetheless receive 25% of the applicable minimum fee, 50% of the applicable minimum royalties and 100% of the applicable pension and health payments due, except as per Article X(B)(1);
- (z) if the Producer and Director and/or Choreographer fail to reach agreement as set forth in (x) or (y) above or if the Director and/or Choreographer is not available and present to the full extent agreed, then the Director and/or Choreographer will be

deemed to have been unable to exercise their election to do the work. (See Article (G)(6) below.)

(c) In the event that the Director and/or Choreographer is not able to exercise the election in Article (G)(4)(b)(i)(a) when the option is presented due to a personal or professional scheduling conflict and the Producer and Director and/or Choreographer agree on an alternate work schedule as well as on a suitable individual to complete all necessary work then, provided that the Director and/or Choreographer is present and available to the full extent agreed upon with the Producer, Director and/or Choreographer shall receive such percentage of the applicable minimum fees and royalties as the Director and/or Choreographer and Producer shall agree and 100% of the applicable pension and health payments, except as per Article X(B)(1), due for such additional company. In no event shall the Director and/or Choreographer receive less than 50% of the applicable minimum royalties under this provision.

(ii) Provided that (a) the Director and/or Choreographer elected and was available and present for the first additional company in the British Isles (e.g. sit-down production or tour) to the full extent and in the same manner as required under their agreement for the first covered production pursuant to Article (G)(4)(b)(i)(a) above; or (b) was not available and present due solely to Unforeseen Exigent Circumstances as defined above, but an agreement was reached pursuant to Article (G)(4)(b)(i)(b)(x) above (and provided that the Director and/or Choreographer was available and present to the full extent set forth in such agreement) or Article (G)(4)(b)(i)(b)(y), then, with respect to other subsequent additional companies in the British Isles the following shall apply.

(x) In order to exercise the election to direct and/or choreograph such additional companies under Article(G)(1)(a), the Director and/or Choreographer must commit to being available and present at all pre-production meetings and all final call-back

casting sessions (unless otherwise agreed in advance with Producer) and at least six (6) consecutive working days of technical rehearsals and previews designated by Producer (or, if agreed with Producer, "top and tail") (it being understood that travel days shall not count as work days for purposes of this provision).

- (y) Provided that the Director and/or Choreographer has complied with such obligations, the Director and/or Choreographer will not receive a fee but will receive 100% of the applicable minimum royalties and 100% of the applicable pension and health payments due, except as per Article X(B)(1), for such additional companies.
- (z) If the Director and/or Choreographer instead commits to being available to the full extent and in the same manner as required under their agreement for the first covered production for such other subsequent additional companies, the Director and/or Choreographer will receive no less than 100% of the applicable minimum fees, 100% of the applicable royalties, and 100% of the applicable pension and health payments due, except as per Article X(B)(1), for such additional companies.
- (iii) (a) If the Director and/or Choreographer has not elected and/or not fulfilled the obligations set forth in Article (G)(4)(b)(i)(a) or (b), as applicable, or the Producer and Director and/or Choreographer have not reached an agreement pursuant to Article (G)(4)(b)(i)(c) or the Director and/or Choreographer has not fulfilled the obligations of that agreement, then in order to exercise the election to direct and/or choreograph other additional companies in the British Isles under Article(G)(1)(a), the Director and/or Choreographer must commit to being available and present for such additional companies to the full extent and in the same manner as under their agreement for the first covered production, in which event,

provided that the Director and/or Choreographer complies with this obligation, the Director and/or Choreographer will receive 100% of the applicable minimum fees, 100% of the applicable royalties and 100% of the applicable pension and health payments, except as per Article X(B)(1), for such additional companies.

(b) If the Director and/or Choreographer was available and present for the second company to the full extent and in the same manner as required under their agreement for the first covered production pursuant to Article (G)(4)(b)(iii)(a) above, then with respect to the third and any subsequent additional companies thereafter, the following shall apply.

- (x) In order to elect to direct and/or choreograph such additional companies, the Director and/or Choreographer must meet the threshold set forth in Article (G)(4)(b)(ii) above for each such company (that is, the Director and/or Choreographer must commit to being available and present at all pre-production meetings and all final call-back casting sessions (unless otherwise agreed in advance with the Producer) and at least six (6) consecutive working days of technical rehearsals and previews designated by Producer (or, if agreed with Producer, "top and tail") (it being understood that travel days shall not count as work days for purposes of this provision)).
- (y) Provided that the Director and/or Choreographer has complied with such obligations, the Director and/or Choreographer will not receive a fee but will receive 100% of the applicable minimum royalties and 100% of the applicable pension and health payments, except as per Article X(B)(1), for such additional companies.
- (z) If the Director and/or Choreographer instead commits to being available to the full extent and in the same manner as required under their agreement for the first covered production for the

third and any subsequent companies, the Director and/or Choreographer will receive no less than 100% of the applicable minimum fees, 100% of the applicable royalties, and 100% of the applicable pension and health payments, except as per Article X(B)(1), for such additional companies.

(5) Co-Directors and Co-Choreographers

Election of subsequent companies when Co-Directors and/or Co-Choreographers are employed on the first covered production:

(a) If both elect: Should the Co-Directors or Co-Choreographers both elect to direct and/or choreograph the subsequent additional company, the percentages outlined in Article IV-B shall be applied to the applicable minimum fees, advance (if any), benefits, and weekly royalties.

(b) If one elects: Should only one Co-Director or Co-Choreographer elect to direct and/or choreograph the subsequent additional company, the following shall apply:

(i) For the individual who elects:

(a) 100% of the applicable minimum fee, advance (if any), and benefits, except as per Article X(B)(1).

(b) 50% of the applicable minimum weekly royalty

(ii) For the individual who declines:

(a) 50% of the applicable minimum weekly royalty

(c) If both decline: Should both Co-Directors or Co-Choreographer decline to direct and/or choreographer the subsequent additional company, the following shall apply:

(i) Each declining Co-Director or Co-Choreographer shall share equally in the 50% of the applicable minimum weekly royalties per Section (H)(6)(a) of this Article below.

(ii) A Restager shall be engaged as applicable per Section (G)(6)(b) of this Article below and receive the terms contained therein.

(6) (a) Non-Election: If the Director and/or Choreographer does not or is unable to elect to exercise their option with respect to any of the additional companies covered in Article (G)(4)(a) or (b) above, they will not receive any fee or pension and health payments in respect of such company, but will receive no less than 50% of the applicable minimum royalties, provided, however that if the additional company is produced without the use of the original work of the Director and/or Choreographer with a new physical production then no such royalties will be due to said original Director and/or Choreographer per Article V(G)(1)(b).

(b) Restager: When the Director and/or Choreographer does not or is unable to elect to direct and/or choreograph an additional company or companies, the person chosen by Producer to reproduce the work shall be covered by the terms of this Agreement. The restager shall receive no less than one-half (1/2) of the applicable minimum fee and royalty and 100% of the applicable pension and health contributions. The restager shall be responsible for brushup and/or maintenance on such companies. With respect to any additional companies in the British Isles outside of the West End, if the restager chosen by the Producer to reproduce the work is not a member of SDC, the restager shall not be covered by the terms of this Agreement.

(7) The Director and/or Choreographer shall also have the option to direct and/or choreograph any and all so-called stock companies presenting the play in the United States and Canada while the first-class company is still running on Broadway. If the Director or Choreographer makes such election, they shall receive no less than the fee and royalties applicable at the stock theatre based on the minimum basic agreement between that theatre and SDC, or if no such agreement exists, then based on the

applicable minimum basic SDC agreement, if any, determined by the agreement between the stock theatre and Actors' Equity Association.

(H) Compensation Arrangements for Additional Companies in the British Isles:

(1) For a covered Broadway production transferring to the West End, the following minimums shall apply:

(a) 90% of the Broadway minimum fee (without advance)

(b) either;

(i) 80% of the minimum weekly guarantee if electing to use Article IV, Broadway rates, to calculate amounts due; or

(ii) 100% minimum weekly guarantee then in effect under Article V Level 1 and 2 Tour rates, if electing to use Article V to calculate amounts due.

(c) 100% of the Level 1-2 Tour benefits

(2) For a covered production, other than Broadway, that transfers to the West End, the following minimums shall apply based on the tour level of the production transferring:

(a) 90% of the applicable tour fee

(b) 80% of the applicable tour minimum weekly guarantee

(c) 100% of the applicable tour benefits

This provision is only applicable in the event there was no League production on Broadway prior to the West End production (e.g., a Level 4-7 tour, where there was no prior League production on Broadway, transfers to the West End, the fee would be 90% of the Level 4-7 Tour fee, 80% of the Level 4-7 tour minimum weekly guarantee, and 100% of the Level 4-7 Tour benefits).

(3) For a covered Broadway or Touring production, that transfers to the British Isles, outside of the West End, the following minimums shall apply:

(a) 75% of the Level 4-7 Tour minimum fee

- (b) 75% of the Level 4-7 Tour minimum weekly guarantee
 - (c) 100% of the Level 4-7 Tour benefits
- (4) If a covered production from (H)(3) above, subsequently transfers from outside the West End to the West End:
 - (a) The difference between 75% of the Level 4-7 Tour minimum fee and the applicable minimum fee for covered productions on the West End shall be paid.
 - (b) Royalties for the West End performance weeks shall be paid per Article V(G)(1).
 - (c) 100% of the Level 1-2 Tour Benefits shall be paid for the West End performance weeks.
 - (d) If no League production on Broadway has occurred prior to the West End production, applicable minimum fee, minimum weekly royalties, and benefits due, shall be modified as outlined in (H)(2) above.
 - (e) This provision shall only be applicable if the same company of a production moved from outside the West End to the West End.
- (5) For any covered production transferring to the West End for a limited run of twelve (12) weeks or fewer, the following minimums shall apply:
 - (a) 90% of the Level 4-7 Tour minimum fee
 - (b) 80% of the Level 4-7 Tour minimum weekly guarantees
 - (c) 100% of the Level 4-7 Tour benefits
 - (d) Should the limited run extend beyond twelve (12) weeks:
 - (i) The difference between 90% of the Level 4-7 minimum fee and the applicable SDC minimum fee for covered productions in the West End shall be paid
 - (ii) Royalties shall be paid per Article V(G)(1)

(iii) 100% of the Level 1-2 Tour Benefits shall be paid for the West End performance weeks.

(iv) If the production was a covered production other than a Broadway production prior to the transfer to the West End, the applicable minimum fee, minimum weekly royalties, and benefits shall be modified as outlined in (H)(2) above.

(I) Other Venues

In the event that a touring production shall be presented substantially intact and as part of an ongoing tour in a venue covered by another SDC collective bargaining agreement (e.g., LORT, COST, et al.), the minimum tour fee, royalties and pension and health contributions due to the Director and/or Choreographer under this Agreement shall be made in lieu of any payments due under any other SDC collectively bargaining agreement, and SDC shall forego and waive any claim for such other payments.

(J) Optional Compensation Arrangements

- (1) The Producer shall have the option to pay fees, advances (if any) and royalties under Article IV or V hereof on any sit-down production (i.e., non-touring production) outside of New York City that opens after a Broadway production has been opened, which option must be elected prior to the commencement of rehearsals for such production.
- (2) In the event that such production referenced in Section J (1) above plays in a theatre of 500 seats or fewer, the Producer may pay 75% of any fee or advance otherwise due and 75% of the minimum flat weekly royalties otherwise due, against the minimum percentage royalty due under Article IV or V hereof (based on the election made under (J)(1) above).

VI. ASSOCIATE DIRECTORS AND CHOREOGRAPHERS

- (A) Associates employed on new productions opening on or after January 1, 2024 on Broadway and in North America shall be covered by this Agreement as set forth herein; current practices/recognition for existing productions is unchanged, except that any Associate covered under an SDC Interim Agreement as of December 26, 2023 shall be covered by the terms agreed to herein.
- (B) In order to be covered as an Associate under the Agreement, the individuals must meet the qualifications of an Associate per the Side Letter dated December 26, 2023. The Producer will have final discretion as to a production's need for an Associate, and following consultation with the Director and/or Choreographer, determine if an individual meets the qualifications.
- (C) There shall be no minimum hiring requirements for Associates:
 - (1) No production will be required, at any time, to hire an Associate.
 - (2) A production may have an Associate cover one production or multiple companies of a production under the same individual employment contract.
 - (3) A production can elect to have an Associate in one discipline (full-time or as needed) without a corresponding obligation in the other discipline.
 - (4) To the extent an individual is initially hired on a production under an "AEA" contract and is continuing as an Associate, the individual may continue to be covered under the AEA contract at the individual's election.
- (D) Minimum Compensation
 - (1) Full-time Compensation:
 - (a) First SDC-Broadway League Associate Contract:
 - (i) Effective January 1, 2024, the weekly minimum salary shall be no less than \$1,000 for Dramatic Productions and no less than \$1,200 for Musicals.

(ii) Effective March 2, 2026, the weekly minimum salary shall increase to no less than \$1,150 for Dramatic Productions and no less than \$1,300 for Musicals.

(b) For individuals who have worked under their first SDC-Broadway League Associate Contract, including those who have previously been engaged under the SDC Interim Agreement, compensation shall be negotiable, but in no event less than the above listed minimum salaries for Dramatic Productions and Musicals.

(2) Retainer/Daily Rate Compensation:

(a) All work performed shall be compensated at a rate to be negotiated in good faith between the Producer and the Associate.

(E) Pension and Health Benefits

(1) Full-Time Associates: If an Associate is engaged on a full-time basis (defined by when the Associate works exclusively for the production):

(a) Weekly health contributions for Broadway and North American Tours and Sit-down productions shall be equal to the applicable weekly contribution rate (Broadway or applicable Tour level, respectively) for Directors and Choreographers outlined in Article X.

(b) Weekly pension contributions for Broadway and North American Tours and Sit-down production shall be \$165 effective January 1, 2024, increasing to \$181.50 effective September 1, 2026.

(c) Weekly contributions above shall be due for each week in which the Associate is engaged on a full-time basis. Initial health and initial pension contributions shall not be applicable to Associates.

(2) If an Associate is engaged on a part-time, retainer, or as needed basis:

(a) Daily health and pension contributions equal to one-sixth (1/6th) of the above weekly amounts shall be due for each day in which services are provided.

(b) A day shall be defined as either (i) noting a show at the request of the Producer, including delivering those notes to the relevant parties or (ii) working four (4) or more hours as required by the Producer in any single day.

(F) New York State Paid Family Leave as well as New York State and New York City sick leave laws shall apply to the employment of Associates.

VII. CREDIT FOR PRIOR FEES

- (A) If a foreign importation is brought over substantially intact, where the original direction and/or choreography was performed abroad, and where the Director and/or Choreographer is employed for rehearsal direction and/or choreography required to meet conditions on the American stage, the terms of this Agreement shall apply. The Director and/or Choreographer shall receive no less than one-half (1/2) the minimum fee and advance and no less than the full minimum royalty percentage, and full weekly contributions shall be made to the Pension and Health Funds. However, if set forth in writing in the individual contract, the Director and/or Choreographer shall receive as fee the difference between the amount received abroad and one-half (1/2) the minimum fee required to be paid under this Agreement.
- (B) If a production not covered under this Agreement subsequently reopens as a production covered under this Agreement within one (1) year of the closing of the prior, uncovered production, the Producer shall be entitled to a credit of one-half (1/2) of the Director's and/or Choreographer's fee(s) paid for the prior, uncovered production.
- (C) If a Producer moves a production from any theatre within one (1) year of its closing and does not use the services of the original Director and/or Choreographer, the original Director and/or Choreographer shall be paid an amount equal to one-half (1/2) the minimum fee under this Agreement. This Section shall not apply to a production covered under this Agreement which may move from one Broadway theatre to another.

VIII. WAIVER/REDUCTION OF ROYALTIES

(A) Waivers

- (1) There shall be no need for SDC consent for any reduction in fees or royalties provided that the applicable minimums set forth in this Agreement are paid. Waiver by any Director or Choreographer of any of the terms of this Agreement below the minimum terms herein provided shall not be requested of the Director or Choreographer or be effective unless the consent of SDC is obtained; provided, however, a reduction of royalties below the applicable minimum for up to a maximum of any four (4) weeks (which need not be consecutive) may be made without the consent of SDC, provided that (a) the week of any waiver is a losing week (before applicable waivers and deferrals are applied); (b) an agreement, in writing, for such reduction is signed by the Producer and Director and/or Choreographer, and filed with SDC within one (1) week after the reduction is agreed upon; and (c) commencing with the start of the second year of the production, (i) no more than four waiver weeks can be taken consecutively and (ii) in the event the production announces its closing more than four (4) weeks in advance of the actual closing date, the waiver weeks may not be taken in the four weeks immediately preceding the announced closing date.
- (2) Two (2) additional waiver weeks, subject to the foregoing terms, will be permitted commencing with the second year of a production's run. A Producer may utilize these two (2) additional waiver weeks only if all creatives (i.e., Director, Choreographer, USA Local 829 Designers and Author) also agree to waive royalties.

(B) Deferrals

- (1) There will be two deferral periods in each calendar year. The first period will be from the Monday following January 1st to the observed Memorial Day, and the second period will be from day after the observed Memorial Day to the Sunday following January 1st.

- (2) During each deferral period, a production may defer royalties below the applicable minimum set forth in this Agreement for up to a total of six (6) weeks (or not more than four (4) per period in the first year of a production's run), of which not more than four (4) weeks may be consecutive weeks, provided that the Director and Choreographer, if applicable, are both included in the deferral. During any deferral period, the total number of waiver weeks and deferral weeks combined shall not equal more than the waiver weeks available pursuant to paragraph (A) above (that is, four (4) during the first year of a production's run and six (6) commencing with the second year).
 - (3) Deferrals in the first deferral period must be repaid by the observed Labor Day of the calendar year in which the deferral occurs, and deferrals in the second deferral period must be repaid by January 31st of the calendar year immediately following the calendar year in which the deferral occurs. A production may not defer royalties in any deferral period until all previous deferrals have been repaid.
 - (4) A deferral that is not repaid by a production on or before the applicable deadline (Labor Day or January 31st) automatically and irrevocably converts to a royalty waiver under Article VIII(A) above. A production may only defer royalties under this provision to the extent that the production has unused waiver weeks available.
 - (5) Notice - The production must give written notice to the Director and/or Choreographer with a copy to SDC of the taking of such deferral on or before the tenth (10th) business day following the last performance of the week in which the deferral occurs (or the last week in a series of consecutive deferral weeks). Only absent such timely notice, SDC can disallow the deferral. Otherwise SDC cannot refuse to allow the deferral.
- (C) Prior to the conclusion of the last week of reductions of royalties below the minimum terms of this Agreement, a Producer may apply, the Director and/or Choreographer consenting, for the approval by SDC of an extension of the

reductions. The Producer shall specifically address: (i) how such extension will foreseeably lead to the extension of the production beyond the extension of the waiver; and (ii) what revenue sources, if any, from the production will be made available to repay any extended waivers permitted by SDC. Such request will not be unreasonably denied. SDC must act upon this request within three business days of receipt of the proper documentation. In the event the extension is not approved by SDC, or if a Producer fails to pay any royalties or pension or health payments which are due and has failed to follow the provisions of this Section of the Agreement, arbitration may be requested before any of the arbitrators named in Article XVII of this Agreement, and an arbitration may be held upon one (1) week's written notice to the other party. In all other respects, the provisions of Article XVII shall govern the procedure for arbitration.

IX. DURATION OF OBLIGATION

- (A) A maximum of eight (8) consecutive weeks in the case of a drama, and ten (10) consecutive weeks in the case of a musical, after the first public performance out of town, shall be the limit of the Director's and/or Choreographer's obligation prior to the New York opening. The Director and/or Choreographer agree that, in cases where additional time is required during the out-of-town tryout beyond this period, they shall continue to function as the Director and/or Choreographer, provided they are available and uncommitted by virtue of any other professional engagement.
- (B) Should a production be suspended because of strike, lockout, fire, flood, act of the public enemy or act of God, the period of the suspension shall not be considered as part of the consecutive employment periods set forth in Section (A) above. The Director and/or Choreographer agree that in cases where a suspension of production occurs prior to the date the production opens in New York, they shall continue to function as the Director and/or Choreographer, provided they are available and uncommitted by virtue of any other professional engagements contracted for prior to said suspension.

- (C) Should the suspended production require additional directorial or choreographic services to bring it to completion, and should the Director and/or Choreographer be unable to continue because of such a prior commitment, their royalty schedule shall be as follows:

- (1) Production not in rehearsal - no royalties;
- (2) In rehearsal at least two weeks - one third (1/3) of royalties;
- (3) After out-of-town opening - two thirds (2/3) of royalties. Fees received up to the time of the suspension may be retained should a Director and/or Choreographer be prevented from continuing as set forth above.

X. PENSION AND HEALTH

- (A) The parties agree to recognize a Pension Trust Fund and a Health Trust Fund for the purpose of providing pension and health benefits to the Directors and Choreographers employed by the Producer and other Producers. Said trust Funds shall be jointly administered and shall be established in accordance with all legal requirements.
- (B) The following pension contribution amounts have been negotiated in compliance with the SDC-League Pension Fund Rehabilitation Plan effective July 27, 2023, for the Agreement period of March 6, 2023 through February 28, 2027. The Producers shall make the following contributions to the Pension and Health Funds:

<u>Broadway</u>		<u>Pension</u>	<u>Health</u>
March 6, 2023	Initial	\$2,560	\$2,711
	Weekly	\$252	\$284
September 1, 2023	Initial	\$2,816	\$2,711
	Weekly	\$277.20	\$284

January 1, 2024	Initial	\$2,816	\$2,847
	Weekly	\$277.20	\$298
March 4, 2024	Initial	\$2,816	\$2,911

	Weekly	\$277.20	\$305
March 3, 2025	Initial	\$2,816	\$2,976
	Weekly	\$277.20	\$312
March 2, 2026	Initial	\$2,816	\$3,043
	Weekly	\$277.20	\$319
September 1, 2026	Initial	\$3,097.60	\$3,043
	Weekly	\$304.92	\$319

<u>Level 1-2 Tours & Other Companies</u>		<u>Pension</u>	<u>Health</u>
March 6, 2023	Initial	\$1,274	\$1,481
	Weekly	\$150	\$231
September 1, 2023	Initial	\$1,401.40	\$1,481
	Weekly	\$165	\$231
January 1, 2024	Initial	\$1,401.40	\$1,555
	Weekly	\$165	\$243
March 4, 2024	Initial	\$1,401.40	\$1,590
	Weekly	\$165	\$248
March 3, 2025	Initial	\$1,401.40	\$1,626
	Weekly	\$165	\$254
March 2, 2026	Initial	\$1,401.40	\$1,662
	Weekly	\$165	\$259
September 1, 2026	Initial	\$1,541.54	\$1,662
	Weekly	\$181.50	\$259

<u>Level 3 & Level 4-7 Tours</u>		<u>Pension</u>	<u>Health</u>
March 6, 2023	Initial	\$1,274	\$1,415
	Weekly	\$150	\$226
September 1, 2023	Initial	\$1,401.40	\$1,415
	Weekly	\$165	\$226
January 1, 2024	Initial	\$1,401.40	\$1,486
	Weekly	\$165	\$237
March 4, 2024	Initial	\$1,401.40	\$1,519
	Weekly	\$165	\$243

March 3, 2025	Initial	\$1,401.40	\$1,553
	Weekly	\$165	\$248

March 2, 2026	Initial	\$1,401.40	\$1,588
	Weekly	\$165	\$254
September 1, 2026	Initial	\$1,541.54	\$1,588
	Weekly	\$181.50	\$254

- (1) In the event that there is more than one production of a musical or dramatic production running simultaneously for which pension and health contributions are due hereunder, the original Director and/or Choreographer shall not be entitled to receive additional health fund contributions while they are receiving contributions from a prior production of the musical or dramatic production.
- (C) Weekly contributions to the Pension and Health Funds shall be paid weekly for performance weeks or any part thereof, payable no later than ten (10) days after the week for which the payment is due. The amount of initial contributions to the Pension and Health Funds shall be based on the date of contract signing or date of first rehearsal, whichever is later, and shall be paid upon signing of contract or first day of rehearsal, whichever is earlier.

XI. PER DIEM EXPENSES

Out-of-town expenses under all contracts, whenever executed, are to be paid to the Director, Choreographer, and/or Associate at the rate \$250 dollars per diem; except for expenses in the cities of New York, Los Angeles, Boston, San Francisco, Chicago and Washington, D.C., which shall be paid at the rate of \$300. The Producer and Director, Choreographer, and/or Associate may agree alternatively to the Producer's provision of a room in a first-class hotel plus \$75 per day.

XII. DIRECTOR-CHOREOGRAPHER

A Director-Choreographer shall receive no less than the minimum combined fees and royalty percentages of a Director and Choreographer, and payments to the Pension Fund shall be the combined payments for a Director and a Choreographer. However, there shall be single payments to the Health Fund.

XIII. ELECTRONIC RIGHTS

- (A) When a first-class production covered by this Agreement (i.e., while the Producer controls the first-class production rights) is visually reproduced and transmitted live or on film, tape, or by any other means of remote reproduction from the stage or from a studio to viewers at home or to theatres where admission is charged, the Director and/or Choreographer shall, upon the initial release, receive a sum equal to the then-applicable minimum fee and advance for directing and/or choreographing the production.

The Director and/or Choreographer shall receive either:

- (1) The compensation set forth above in this Article if not engaged as the Director and/or Choreographer of the electronic reproduction; or
 - (2) No less than the compensation set forth above in this Article if engaged as the Director and/or Choreographer of the electronic reproduction as the total compensation for directing and/or choreographing both the first-class production and the electronic reproduction.
 - (3) Any rights beyond the visual reproduction and transmission covered in Section (A) above shall be subject to good faith negotiations among the Director and/or Choreographer, the Producer and SDC, with the understanding that the minimum payments in (A) above shall not apply.
- (B) The Director and/or Choreographer of the first-class production shall receive billing as follows:

Directed and/or choreographed for the stage by

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

- (D) Unless an individual contract provides better terms, when the Director and/or Choreographer of the first-class production also directs and/or choreographs the electronic production, the minimum payment required by this Agreement for performing both functions is the payment due pursuant to Section (A) above. Furthermore, if the Director is due, for example, seventy-six thousand eight hundred and forty-five (\$76,845) dollars for directing the Broadway production under Section (A) above and the DGA Agreement required a minimum fee of eighty thousand (\$80,000) dollars for directing the electronic reproduction, the Director would receive a total of eighty thousand (\$80,000) dollars for performing both functions (i.e., the Producer would receive an offset for the \$76,845).
- (E) Producer shall endeavor to make a good faith effort to provide a collaborative process between Director and/or Choreographer and the Director of the capture providing a reasonable opportunity to collaborate on the development of a visual interpretation or shooting aesthetic.

XIV. MEDIA AND PROMOTION

- (A) The Producer's goal in any and all promotion and publicity, including the use of captured 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.
- (B) The Director, Choreographer and/or Director-Choreographer shall be consulted prior to the scheduling of the recording any rehearsal.
- (C) The Producer shall provide twenty-four (24) hours' notice to the Director and Choreographer prior to the recording of any performance.
- (D) Except as provided in Article XIII (A), captured material may only be used to generate revenue for the Producer (e.g. DVD sales, On Demand for cable or internet broadcast, licensing of B-roll or any new media usage) if there is a prior agreement in place with Director, Choreographer or Director-Choreographer.

- (E) Without limitation as to who may view captured materials, the Director, Choreographer and/or Director-Choreographer and/or their assistants may view captured materials. Restagers 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.
- (F) SDC and the League, as well as non-profit entities that promote the theatrical industry (e.g., ATW, TDF, NYC & Co. and similar travel and tourism bureaus), may obtain and use footage from any production (including closed productions) for purposes of promoting and branding SDC, the League and the industry.

XV. SUBSIDIARY RIGHTS

- (A) If the League grants or agrees to grant subsidiary rights to any other union during the term of the current Agreement, then SDC shall have the right to reopen the Agreement for the sole purpose of negotiating subsidiary rights for Directors and Choreographers.
- (B) Subsidiary rights include, but are not limited to
 - (1) Stock and summer stock presentations;
 - (2) Amateur presentations;
 - (3) Musical comedy, operetta and grand opera based on a play;
 - (4) Radio;
 - (5) Television;
 - (6) Second-class touring rights;
 - (7) Condensed and tabloid versions;
 - (8) Concert tour versions;
 - (9) Commercial uses;
 - (10) Foreign language versions;
 - (11) Original cast album of musical or straight plays;

- (12) Supper club or night club presentations;
- (13) Off-Broadway
- (14) Fair presentations and ice shows;
- (15) Motion Pictures
- (16) English speaking rights around the world:
- (17) British rights;
- (18) Foreign rights;
- (19) Any mechanical or electronic devices whether now in existence or hereafter invented and/or put in use; and
- (20) Publishing Rights.

XVI. NO STRIKE, NO LOCKOUT

The parties agree that during the term of this Agreement, the Producers shall not lock out any Director, Choreographer, or 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.

XVII. ARBITRATION OF DISPUTES

- (A) If any dispute concerning the interpretation or application of this Agreement or any individual contract, oral or written, arises between SDC and the Producers, or between a Director, Choreographer, or 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 Section (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 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 Section (B) above, or no Grievance Committee meeting is held within thirty (30) days of a request for a meeting, either party may file a request for arbitration with any one of the following arbitrators:

Melissa Biren, Howard Edelman, Gayle Gavin, Marlene Gold, Carol Wittenberg, and Timothy Taylor as an alternative.

If none of these arbitrators is available 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 cost and expenses of the arbitration shall be shared equally by SDC and Producer or Producers involved. The rules of procedure in such arbitration shall be the applicable rules as 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 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 the Director's, Choreographer's, or Associate's contract or 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 Associate who they find to have been discharged in breach of this Agreement or under individual contracts. In all cases, the arbitrator shall limit themselves 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 Producers recognize that nothing in this Article shall be construed as prohibiting an individual Director, Choreographer, or 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, and/or Associate, 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.

XVIII. BILLING

- (A) With respect to each company directed by the Director, they shall receive billing in all programs, houseboards, and on the production's website. Such credit shall appear on a separate line in an agreed size and type and position on which no other credit shall appear.
- (B) With respect to each company choreographed by the Choreographer, they shall receive billing in all programs, houseboards, and on the production's website. The Choreographer's credit shall appear on a line with no more than one other person, unless there is roll-on billing for all persons.

- (C) Associates shall receive billing in the usual and appropriate place in the program. When an Associate is hired on an ongoing or retainer basis to maintain a long running show, if requested, such Associate shall be given prominent credit on the production's official website, on the same basis as the Directors and Choreographers for the production.
- (C) If a Director and/or Choreographer who has been dismissed so requests, their name shall be removed from all forms of billing.
- (D) The following notice, or other mutually acceptable written recognition, as applicable, shall appear in all programs: "The Directors, Choreographers, and Associates employed on this production are Members 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.

XIX. PROPERTY RIGHTS

- (A) In order to facilitate the Director's and/or Choreographer's ability to prevent the unauthorized re-creation of direction and/or choreography, the Producer and the Director and/or Choreographer agree that, as between themselves, all rights in and to the Direction and Choreography created by the Director and/or Choreographer in the course of the rendition of their services shall be, upon its creation, and will remain the sole and exclusive property of the Director and/or Choreographer respectively; it being understood, however, that the Producer and its licensee(s) shall have a perpetual and irrevocable license to use such direction and/or choreography in any stage production of the play for which the Director and/or Choreographer is entitled to receive a payment under an applicable SDC minimum basic agreement. Any additional use or license of the direction and/or choreography by the Producer shall be subject to further agreement between the Producer and the Director and/or Choreographer. The foregoing is not intended to alter, diminish or affect, in any way, any of the Author's rights in the play.

- (B) The Producer shall not authorize the publication in any form of the stage directions of the Director or the choreography of the Choreographer without the Director's and/or Choreographer's written consent. The Director and/or Choreographer reserves the right to copyright such stage direction and/or choreography.
- (C) All rights in and to the contributions to be made by an Associate in furnishing their services to the production shall become upon their creation and will remain the sole and exclusive property of Producer, or as otherwise assigned to the Director, Choreographer, or Author as applicable.

XX. ARTISTIC RIGHTS

- (A) If the Director is available, and subject to the prior approval of the author and the final approval of the Producer, the Director shall have approval, not to be unreasonably withheld or delayed, of cast, replacements, understudies, designers and designs, production stage manager, and director of other companies.
- (B) The choreography shall not be changed or altered or deleted after the New York opening without first consulting with the Choreographer.
- (C) Where necessary, the Choreographer shall have, at the sole expense of the Producer, an assistant of their choice during the rehearsal period during any out-of-town tryout, and during the preview period in New York City. The assistant shall not be covered by the provisions of this Agreement. The Choreographer shall have the right to designate a captain or replacement among the dance company, who, after the show has opened in New York, shall have the authority to call the necessary rehearsals and rehearse understudies and replacements to maintain the quality of dancers' performances. The duration of the dance captain's employment and the compensation they shall receive shall be negotiated between the dance captain and the Producer. The captain shall not be covered by the provisions of this Agreement. In addition, the Choreographer shall have the right to designate a replacement for the captain on the same

terms and conditions as stated above, provided, however, that the Choreographer is readily available to make such designation.

- (D) The Choreographer shall select or approve a dance rehearsal pianist who will be at the Choreographer's disposal for the rehearsal, road and tour period. The duration of the rehearsal pianist's employment and the compensation they shall receive shall be negotiated between the pianist and the Producer. The pianist shall not be covered by the provisions of this Agreement. The Choreographer shall have first call on the services of the pianist. However, when not occupied with dance routines, the pianist shall be available to the rest of the company.
- (E) If the Choreographer is available, and subject to the prior approval of the author and the final approval of the Producer, the Choreographer shall have approval, not to be unreasonably withheld or delayed, of dancers, their replacements and understudies, and choreographer of other companies.

XXI. MAINTAINING THE QUALITY OF A PRODUCTION

- (A) The Director agrees to supervise and maintain the quality of the production; and, in furtherance thereof they are required to see a complete performance of a production that they have directed at least once every eight (8) weeks, unless the Director's contractual obligations prevent them from doing so, in which case the Director shall see the show as soon as their contractual obligations permit. After seeing a complete performance of the production, the Director shall redirect it, without any additional compensation, if they and/or the Producer deem it necessary to do so. If the Director is required to redirect, and if at the time such redirection is desired the Director is not at the location where the Company is performing, the Producer shall pay, as set forth in their contract, round-trip airfare and per diem, if necessary, for the length of the time required to redirect the production or parts thereof.
- (B) The Choreographer is required to see a complete performance of a production they have choreographed at least every eight (8) weeks unless the Choreographer's contractual obligations prevent them from doing so, in which

case the Choreographer shall see the show as soon as their contractual obligations permit. After seeing a complete performance of the production, the Choreographer shall rehearse it, without any additional compensation, if they and/or the Producer deem it necessary to do so. In the event the Choreographer is required to rehearse, and, if at the time such rehearsal is desired, the Choreographer is not at the location where the Company is performing, the Producer shall pay, as set forth in their contract, round-trip airfare and per diem, if necessary, for the length of the time required to rehearse the production or parts thereof.

- (C) Should the Director and/or Choreographer fail to comply with the requirements set forth in Sections (A) and/or (B) of this Article XXI, the Director and/or Choreographer shall forfeit one-half (1/2) of their royalties until these requirements are complied with, at which time full royalty payments shall be resumed.

XXII. PRODUCER'S REPORTING REQUIREMENTS

- (A) The Producer shall file with SDC documentation or reports of the following information, as and when they become available, so as to permit SDC to determine and/or verify any payment due under this Agreement:
 - (1) names of all producers;
 - (2) the amount of the capitalization of any tour and/or other company, and any pro forma or other projection of weekly operating expenses prepared prior to the opening of the production;
 - (3) weekly box office reports, signed by the Treasurer and Company Manager;
 - (4) weekly or cycle profit-loss statements, including itemization of operating expenses;
 - (5) weekly itemization of any royalty payment to a Director and/or Choreographer, including method of calculation;

- (6) tour schedule(s), and any changes thereto;
 - (7) schedule of Producer's weekly or other guarantees for a tour and/or other company;
 - (8) schedule of Producer's weekly or other participation in or share of the receipts of any tour and/or other company; and
 - (9) such other information relevant to the determination of any payment or entitlement under this Agreement.
- (B) The Producer shall notify SDC of the following events, as and when they occur:
- (1) Recoupment and 125% recoupment;
 - (2) License of a production or tour which will be covered under this Agreement;
 - (3) Commitment to establish an Other Company covered under this Agreement; and
 - (4) Such other events which determine or affect any payment or entitlement hereunder.
- (C) The Producer shall include Associates on weekly reporting to SDC, detailing total compensation paid for the week, total benefit amounts being remitted for the week, and for those engaged on a part-time, retainer, as needed basis, the number of days worked, if any, for benefit purposes as defined in Article VI.
- (D) The Producer shall provide SDC no later than two (2) weeks after closing of a production notice of the closing date and an itemized summary of all monies paid under this Agreement in respect to such production.
- (E) Upon reasonable notice to Producer, SDC shall have the right to audit Producer's financial books and records once yearly at SDC's expense.

XXIII. THE OBLIGATION OF PRODUCERS WITH SUMS OWING

- (A) If a Producer has an unsatisfied arbitration award outstanding against them because of the non-payment to a Director or Choreographer of contractual sums

due, or because of the non-payment of pension and health sums due the SDC-League Funds, or has, in writing, admitted owing sums to a Director, Choreographer or the SDC-League Funds, and, absent a written understanding for the making of said payment between the Producer and SDC and/or the Pension or Health Funds trustees, as the case may be, said Producer shall not be permitted to undertake a first-class production until the sums due plus interest as awarded by the arbitrator, if any, have been paid in full.

- (B) Notwithstanding the foregoing, where a Producer has failed to abide by an arbitration award requiring the payment of royalties, pension or health, or where a Producer has, in writing, admitted owing royalties, pension or health, SDC may, at its option, require said Producer to post a bond with SDC for said Producer's next production in the amount of contractual fees and advances for Directors and/or Choreographers. Such bonds may be used by SDC to assure contractually required payment of any sums due a Director and/or Choreographer or due the SDC-League Funds arising from said next production.
- (C) If a Producer has failed to follow the procedures of Articles IV, IV-A, IV-B, V and/or VIII of this Agreement within one (1) week after written notice from SDC, then SDC may, at its option, require said Producer to post a bond with SDC for said Producer's next production in the amount of contractual fees and advances for Directors and/or Choreographers. Such bonds may be used by SDC to assure the contractually required payment of any sums due a Director and/or Choreographer or due the SDC-League Funds arising from said next production.

XXIV. NON-DISCRIMINATION, ANTI-HARASSMENT, LABOR-MANAGEMENT COMMITTEE

(A) Non-Discrimination and Anti-Harassment

- (1) It is understood that Producer will not engage in any discrimination or harassment of any Director, Choreographer, or Associate working under this Agreement because of race (including traits historically associated with race such as protective hairstyles 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, height, weight, or any other characteristic protected by federal, state, or local law.

- (2) The Broadway League and SDC reaffirm their commitment to encourage and expand employment opportunities for Directors, Choreographers, and Associates from historically under-represented groups (e.g., due to race, color, ethnicity, religion, sex, sexual orientation, gender identity, disabilities, height, weight, etc.).
- (3) The Producer shall designate at the start of the production individual(s) to whom allegations of discrimination or harassment are to be reported and shall post their contact information conspicuously at the workplace.

(B) Non-Discrimination and Anti-Harassment Policy

- (1) Prior to first rehearsal, Producers will share their Non-Discrimination and Anti-Harassment Policy with SDC and distribute it to all Directors, Choreographers, and Associates working under this Agreement. SDC acknowledges that Directors, Choreographers, and Associates working under this Agreement will be covered by and bound by the Producer's Non-Discrimination and Anti-Harassment Policy. Any amendments to the Policy will be distributed to SDC in a timely manner.
- (2) The Policy shall include a structure for reporting and responding to incidents of discrimination and/or harassment and shall include the contact information of individual(s) to whom allegations of discrimination and/or harassment are to be reported and anti-retaliation language to protect individuals making a complaint and anyone participating in the investigatory process.
- (3) Directors, Choreographers, and Associates working under this Agreement reporting allegations of discrimination and/or harassment may request to have SDC representation present which request shall not be unreasonably denied by the Producer.

(C) Labor-Management Committee

- (1) In recognition of a shared commitment to cooperative labor relations and to an inclusive and respectful workplace that values diversity and racial and gender equity, and in furtherance of this commitment, SDC and The Broadway League shall form a Labor-Management Committee.
- (2) The purpose of this Committee shall be to discuss opportunities, issues, and concerns which may arise under this Agreement or review practical applications of this Agreement. The purpose shall also be to discuss statutory obligations, employer policies, and respective rights and obligations regarding discrimination and harassment in the workplace.
- (3) The Labor Management Committee shall consist of up to five (5) representatives appointed by SDC and up to five (5) representatives appointed by The Broadway League. The parties may agree to add an equal number of additional SDC or Broadway League representatives to the Committee.
- (4) The Committee shall meet as often as it deems appropriate; provided, however, that the Committee shall endeavor to meet at least two (2) times per year but in no event less than one (1) time per year. A request by either SDC or The Broadway League from one to the other for a meeting of the Committee will be responded to within ten (10) business days for the prompt scheduling of the Committee.

(D) Trainings

- (1) All employees engaged under the CBA shall participate in any Employer-provided training related to equity, diversity, inclusion, anti-harassment, anti-discrimination, or similar trainings, whether provided virtually or in-person. For Directors and Choreographers, time spent in such training shall be deemed covered by their fees and weeklies. For Associates, time spent in such training shall be deemed covered by their weekly salary or if engaged on a part-time, retainer, as needed basis, the daily rate.

XXV. EXISTING RELATIONS

SDC agrees that this Agreement does not in any manner affect existing relations between Producer, Director, Choreographer and dramatist as practiced in the New York legitimate theatre in connection with the duty, authority, and control of any production.

XXVI. COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Producers and SDC, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as otherwise specifically provided.

XXVII. SEPARABILITY

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

XXVIII. DURATION AND APPLICABILITY

This Agreement shall be effective as of March 6, 2023, and remain in effect until March 7, 2027.

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

THE BROADWAY LEAGUE INC.

By: 

Date: 7/27/26

David Brodsky, Director of Labor Relations

STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC

Signed by:
By: Michael John Garcés
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Date: 7/28/2026

Michael John Garcés, President

APPENDIX "A": DEVELOPMENTAL ACTIVITY

The terms set forth herein shall be the sole provisions of the SDC-League Agreement (the "Agreement") which apply to developmental activity and shall survive the expiration of this agreement and remain in effect until August 31, 2025, after which they will be subject to modification by the parties. There shall be no minimum terms applicable to Developmental Activity other than as set forth below. The parties agree that such terms shall be frozen for a period of ten years (to August 31, 2025), except for the increase to the benefit fund contributions specifically enumerated.

A. PENSION AND HEALTH CONTRIBUTIONS

1. With respect to any Actors' Equity ("AEA") Two-Week Staged Reading, Workshop or Lab development project (or the functional equivalent, should the terminology for such types of developmental projects be modified in common industry practice), the Producer shall pay \$25/day to the SDC-League Health Fund and \$25/day to the SDC-League Pension Fund for each day on which the Director and/or Choreographer are present and working in the rehearsal room with actors.
 - a) The \$25 per day rate to each fund shall increase to:
 - i. \$30 per day, effective as of September 1, 2019; and
 - ii. \$35 per day, effective as of September 1, 2023; and
 - iii. \$35 per day to the SDC-League Health Fund and \$38.50 per day to the SDC-League Pension Fund, effective as of September 1, 2026.
2. Effective January 1, 2016, with respect to any AEA 29-hour Reading (or the functional equivalent, should the terminology for such types of developmental reading projects be modified in common industry practice) in which a Director and/or Choreographer work with actors in the rehearsal room, the Producer shall pay a flat benefit contribution amount of \$150 in total on behalf of such Director and/or Choreographer to the SDC-League Funds. The \$150 is payable irrespective of the duration or number of days of the Reading. No payment is due if the Director and/or Choreographer is just observing or attending the

Reading. No contributions shall be due with respect to any type of reading that is less formal than an AEA 29-hour Reading (or its functional equivalent as set forth above).

b) The \$150 flat rate shall increase to:

- i. \$175, effective as of September 1, 2019; and
- ii. \$200, effective as of September 1, 2023; and
- iii. \$212, effective as of September 1, 2026.

- B. There shall be no buyouts, encumbrances or limitations on discharge with respect to any Director and/or Choreographer engaged on a development project.
- C. If billing is afforded to any other artist on the project, the Director and/or Chorographer shall receive at least similar billing.
- D. 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 the Producer directly.
- E. Staged work by a Director or Choreographer during AEA Two Week Staged Readings, Workshops or Labs (or the functional equivalent, should the terminology for such types of developmental projects be modified in common industry practice) shall not be deemed work for hire.
- F. Any disputes arising under this Appendix "A" shall be subject to arbitration between the Producer and SDC on behalf of the Artist, under the jurisdiction and subject to the applicable rules of the American Arbitration Association. In the case of any dispute with respect to Paragraph E above, such dispute shall be settled by a mutually-acceptable Arbitrator with relevant intellectual property expertise.
- G. This appendix incorporates Article II (Membership, Fees and Union Security) and Article XVI (No Strike, No Lockout) of the Agreement in regards to covered developmental projects.

APPENDIX "B": ELECTION OF OTHER COMPANIES PRIOR TO NOVEMBER 1, 2017

The following terms and conditions continue to be in effect with respect to productions for which written notice had been given to the Director and/or Choreographer under Article V(H)(1)(a) prior to November 1, 2017 of either the first additional company (e.g. national tour or sit-down production) in the United States or Canada, or the first additional company (e.g. national tour or sit-down production) in the British Isles.

- (1) (a) Except as otherwise provided herein, the Director and/or Choreographer shall have the option to direct and/or choreograph all first-class companies presenting the play in the United States, Canada or the British Isles under the auspices of the Producer, or for which the Producer or an entity in which the producer is a participant may license the production rights; i.e., under the first-class production rights. The Director and/or Choreographer must make their election known to the Producer, in writing, within ten (10) days after receipt of written notice of an additional company from the Producer.
- (b) Where a Producer produces a new Broadway production of a play or musical it previously produced without the use of the original work of the previous Director, Choreographer or Director-Choreographer, and with a new physical production, the Producer shall not be required to offer the Director, Choreographer or Director-Choreographer the option to direct or choreograph the subsequent production.
- (2) (a) Upon license of a production the Producer shall notify SDC within seventy-two (72) hours of the identity of the licensee and the production subject to the terms of this subsection 2.
- (b) In the event that the Director, Choreographer or Director-Choreographer negotiates terms that do not meet the minimum terms of the SDC-League Agreement, or the licensee fails to pay

such fees, royalties, pension or health as may be due, SDC shall have no right to proceed against the licensor/original Producer, provided timely notice of license has been given pursuant to Article V Section G(2)(a) and a bond or letter of credit has been posted/provided under Article V Section (G)(3).

- (3) A Producer shall satisfy its obligations under this Agreement in connection with a licensed production if the Producer either (a) notifies the licensee of all obligations under the SDC-League Agreement and any additional obligations under the individual employment agreement, and the licensee signs a security agreement and posts a bond in U.S. dollars (which may be in the form of a letter of credit from a U.S. bank) equal to the minimum fees (including advances) for such licensed production; or (b) guarantees all obligations of the licensed production.
- (4) If the Director and/or Choreographer elects to direct and/or choreograph such additional company or companies, they shall receive for each additional company directed and/or choreographed by them in the United States or Canada, the tour fees, royalties and pension and health payments due under this Agreement therefor; for any engagement in the British Isles to which this Agreement applies, the Producer shall pay 90% of the minimum fee (without advance) and either (i) 80% of the minimum weekly guarantee if electing to use Article IV (Broadway rates) to calculate amounts due; or (ii) the full minimum weekly guarantee then in effect under Article V (tour rates), if electing to use Article V to calculate amounts due; provided that the Director and/or Choreographer is present for at least one-half of the rehearsals. If the original Director and/or Choreographer elects to direct and/or choreograph such additional company or companies and is present for at least 25% of the rehearsals but less than 50%, they shall receive no less than 50% of the minimum tour fees and 75% of the minimum tour royalties and 100% of the pension and health payments due therefor. If the original Director

and/or Choreographer elects to direct and/or choreograph such additional company or companies but is present for less than 25% of the rehearsals, they shall not receive any fee, but will receive no less than 50% of the minimum tour royalties and 50% of the pension and health payments due therefor. If the Director and/or Choreographer does not elect to exercise their option, they shall not receive any fee or pension and health payments in respect to such company, but will receive no less than 50% of the minimum tour royalties.

- (5) When the Director and/or Choreographer does not elect to direct and/or choreograph an additional company or companies, the person chosen by Producer to reproduce the work shall be covered by the terms of this Agreement. The restager shall receive no less than one-half (1/2) of the minimum tour fee and royalty and 100% of pension and health contributions. The restager shall be responsible for brushup and/or maintenance on such companies.
- (6) The Director and/or Choreographer shall also have the option to direct and/or choreograph any and all so-called stock companies presenting the play in the United States and Canada while the first-class company is still running on Broadway. If the Director or Choreographer makes such election, they shall receive no less than the fee and royalties applicable at the stock theatre based on the minimum basic agreement between that theatre and SDC, or if no such agreement exists, then based on the applicable minimum basic SDC agreement, if any, determined by the agreement between the stock theatre and Actors' Equity Association.

SCHEDULE A— MINIMUM FEES AND ADVANCES

I. Broadway Musicals

	<u>Director</u>	<u>Choreographer</u>	<u>Dir-Chor</u>
<u>Effective March 6, 2023</u>			
Fee:	\$31,290	\$25,906	\$57,196
Advance:	<u>\$45,555</u>	<u>\$37,962</u>	<u>\$83,517</u>
Total:	\$76,845	\$63,868	\$140,713
<u>Effective March 4, 2024</u>			
Fee:	\$31,916	\$26,424	\$58,340
Advance:	<u>\$46,466</u>	<u>\$38,721</u>	<u>\$85,187</u>
Total:	\$78,382	\$65,145	\$143,527
<u>Effective March 3, 2025</u>			
Fee:	\$32,554	\$26,953	\$59,507
Advance:	<u>\$47,395</u>	<u>\$39,496</u>	<u>\$86,891</u>
Total:	\$79,950	\$66,448	\$146,398
<u>Effective March 2, 2026</u>			
Fee:	\$33,205	\$27,492	\$60,697
Advance:	<u>\$48,343</u>	<u>\$40,286</u>	<u>\$88,629</u>
Total:	\$81,549	\$67,777	\$149,326

SCHEDULE A—MINIMUM FEES AND ADVANCES, CONTD.**II. Broadway Dramatic Production**

Director

Effective March 6, 2023

Fee:	\$37,810
Advance:	<u>\$28,671</u>
Total:	\$66,481

Effective March 4, 2024

Fee:	\$38,566
Advance:	<u>\$29,244</u>
Total:	\$67,811

Effective March 3, 2025

Fee:	\$39,338
Advance:	<u>\$29,829</u>
Total:	\$69,167

Effective March 2, 2026

Fee:	\$40,124
Advance:	<u>\$30,426</u>
Total:	\$70,550

SCHEDULE B—FORM CONTRACT – DIRECTORS & CHOREOGRAPHERS



**STAGE
DIRECTORS AND
CHOREOGRAPHERS
SOCIETY**

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 and the Dir, Chor, or D-C 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 Dir, Chor, or D-C if applicable. Contracts may be filed electronically by sending to Contracts@SDCweb.org or your designated Contract Affairs Representative. Attach Riders to each copy as needed.

Type of Production (check one):

- ☐ Broadway or Pre-Broadway Tour
☐ Level 1-2 Tour (check one) ☐ Longer than 12 weeks ☐ 12 weeks or Fewer
☐ Level 3 Tour (check one) ☐ Longer than 12 weeks ☐ 12 weeks or Fewer
☐ Level 4-7 Tour
☐ British Isles (check one) ☐ West End ☐ West End Limited Run ☐ Outside West End

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) agrees to engage the services of _____ (Artist) as **--select one--** and Artist agrees to accept such engagement with respect to the production of the **(I--select one--)** Rehearsals are scheduled to begin on/about _____, and the first performance is scheduled on or about _____, (in the case of a limited run the scheduled closing date is _____).

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 Broadway League (League), effective March 6, 2023 (SDC-League Agreement), or its successor Agreements, and binds the undersigned to its terms for the duration of said Agreement or its successor Agreements.

3. COMPENSATION

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

FEE AND PAYMENT SCHEDULE:

Fee	\$_____	Fee Schedule:	\$_____ upon signing this Agreement
Advance	\$_____		\$_____ on on first day of rehearsal
Total	\$_____		\$_____ on first day of second week of rehearsal
			\$_____ on on first day of third week of rehearsal, but not later than 1 week before 1st performance

ROYALTY: Producer agrees to pay Director, Choreographer, Director-Choreographer weekly a sum equal to _____

The Producer 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 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.

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

6. GRIEVANCE OR DISPUTE: Any dispute arising out of this Agreement shall be settled pursuant to the grievance-arbitration procedures set forth in the SDC-League Agreement.

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

Accepted:

DIRECTOR, CHOREOGRAPHER, DIRECTOR-CHOREOGRAPHER

(Signature) _____

(Please print name) _____

Date _____

Address _____

Zip _____

Phone _____

Social Security No. _____

Email address _____

Member of SDC: yes ☐ no ☐

Revised 1/16/24

Producer must sign contract first.

PRODUCER

(Signature) _____

(Please print name) _____

Date _____

Address _____

Zip _____

Phone _____

Employer Federal ID No. _____

Email address _____

Member of the League: yes ☐ no ☐

BROADWAY/TOUR

----identify copy---

SCHEDULE C— TOUR/OTHER COMPANY NOTIFICATION FORM



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

Tours and Other Companies

This form is to be used for all First Class Productions under ARTICLE V (Tours and Other Companies). Please complete this form and return to SDC via e-mail to KCummings@SDCweb.org.

ARTICLE V (Tours and Other Companies)

Production: _____

Name of Producing Entity (If different from original entity): _____

General
Manager: _____

Company
Manager: _____

Company Manager email address/cell phone: _____

Director: _____

Choreographer: _____

Date of 1st rehearsal: _____

Date of 1st performance: _____

Date of final performance (if known): _____

Please forward via e-mail a playing schedule/touring itinerary when it becomes available.

Director's Terms:

_____ Per the original contract rider for Additional Companies.

_____ Modified from the original contract rider for Additional Companies.

If the latter, please identify the terms that differ from the original rider (fee, royalty, etc.) and the details of the new terms.

Choreographer's Terms:

_____ Per the original contract rider for Additional Companies.

_____ Modified from the original contract rider for Additional Companies.

If the latter, please identify the terms that differ from the original rider (fee, royalty, etc.) and the details of the new terms.

This form completed by: _____

Date: _____

Revised 1/16/24

TOURS & OTHER COMPANIES

SCHEDULE D – FORM CONTRACT – ASSOCIATES



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 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") and the Associate agrees to accept such engagement with respect to the covered first-class 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 Broadway League (League), effective March 6, 2023 (SDC-League 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 _____
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 make pension and health contributions to the SDC-League Pension Fund and the SDC-League Health Fund as specified in the SDC-League Agreement.
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-League Agreement.
8. RIDERS: Any Riders must be attached to each copy of this Agreement.

Producer must sign contract first:

PRODUCER

(Signature) _____
(Please type name) _____
Date _____
Address _____
Zip _____
Phone _____
Email Address _____
Employer Identification No. _____

Accepted:

ASSOCIATE

By (Signature) _____
(Please type name) _____
Date _____
Address _____
Zip _____
Phone _____
Email Address _____
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.

Revised 2/6/24

BROADWAY/TOUR ASSOCIATE

ASSOCIATE SIDE LETTER AND CORE COMPETENCIES

December 26, 2023

This will acknowledge that the parties have conferred and agreed upon the terms and conditions set forth below in furtherance of the provisions of Article ____ [Associates] of the Collective Bargaining Agreement (the "CBA") by and between The Broadway League Inc. ("League") and the Stage Directors and Choreographers Society, Inc., ("Union") pursuant to the Memorandum of Agreement between the League and the Union, dated as of December 26, 2023 (the "MOA").

These terms and conditions will be in effect with respect to new productions covered under the CBA and opening after ratification of the MOA.

Associate Minimum Competencies

- In order to be covered as an Associate under the CBA, the individuals must have sufficient experience and expertise to be able to act, and both the Producer and the Director or Choreographer must have the expectation that they will act, if necessary, as the proxy of the Director or Choreographer, as applicable, in the following creative areas:
 - o Run a rehearsal room
 - o Conduct auditions
 - o Communicate and provide creative input with other creative team members (such as designers) including during production meetings, tech and design process
 - o Maintain the production - including learning and retaining/recording the details of the production (staging, acting, choreography, design, etc.) to keep the artistic standards of the production as set by the Director and Choreographer
 - o Have decision-making authority, including in production meetings and dry tech

The list above is not meant to be exhaustive, rather it is the minimum that an Associate must be able to do on their own in support of the Director or Choreographer and acting in their stead.

The Producer will have final discretion as to a production's need for an Associate, and following consultation with the Director and/or Choreographer, determine if an individual meets the qualifications.

All other terms and conditions pertaining to the employment of Associates shall be as set forth in the MOA dated December 26, 2023 and as shall be incorporated into the parties' CBA.

As agreed upon by:



Jason Laks
General Counsel and Executive Vice President
Broadway League

1/8/24

Date



Laura Penn
Executive Director
Stage Directors and Choreographers Society

1/8/24

Date