



LORT

April 15, 2009—April 14, 2012

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

COLLECTIVE BARGAINING AGREEMENT

April 15, 2009–April 14, 2012

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THIS AGREEMENT, made and entered into as of April 15, 2009, by and between the **LEAGUE OF RESIDENT THEATRES**, herein called "LORT," c/o Harry H. Weintraub, Esq., Glick and Weintraub, P.C., 1501 Broadway, Suite 2401, New York, NY 10036, and the **STAGE DIRECTORS AND CHOREOGRAPHERS SOCIETY, INC.**, herein called "SDC," having its principal office at 1501 Broadway, Suite 1701, New York, NY 10036.

IT IS MUTUALLY AGREED AS FOLLOWS:

I. PARTIES

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

II. RECOGNITION

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

III. STAGE CATEGORIES

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

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

IV. COVERAGE

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

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

B. LORT Open Contract:

1. In the event that a Theatre hires a member of SDC for short-term choreography under Article IV(D)(2) below, the Theatre shall employ such Choreographer on a LORT Open Contract, herein "LOC", annexed hereto as "Schedule G". In the event that a Theatre hires a member of SDC for other uses excluded or not comprehended by Article IV(A) above (e.g., children's theatre productions, conservatory productions), the Theatre may, in its sole discretion, employ such Director and/or Choreographer on an LOC. The LOC shall provide as follows:
 - a. The salary/fee shall be negotiable between the Theatre and Director and/or Choreographer (and inserted into the LOC upon agreement between the Theatre and Director and/or Choreographer), irrespective of any minimum rates set forth in the Minimum Fee Schedules, annexed hereto as "Schedule A."
 - b. The Theatre shall pay to the SDC/League Pension Fund 8% of such compensation as negotiated above and the Theatre shall contribute to the SDC/League Health Fund an amount equal to \$640 for each Director and/or Choreographer employed on an LOC.
2. The LOC will not be accepted for uncovered Main and Second Stage productions.

C. SDC/LORT Workshop Form:

In the case of any workshop productions, experimental productions, or readings for which an SDC member is employed for more than fourteen (14) days, the Theatre shall employ such Director and/or Choreographer pursuant to an SDC/LORT Form for Workshops, Experimental Productions, and Readings

("Workshop Form"), annexed hereto as "Schedule H," providing for the following: (i) the Theatre will compensate such Director and/or Choreographer \$500 per week, commencing on the first day of such employment; and (ii) the Theatre shall pay to the SDC/League Pension Fund 5% of such compensation; and to the SDC/League Health Fund, 50% of the LOC rate (see Article X[E]).

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

1. Choreographers who are not SDC members and are employed for ten (10) or fewer consecutive or non-consecutive days shall not be covered by this Agreement when creating choreography for otherwise covered non-musical productions.
2. Choreographers who are SDC members and are employed for ten (10) or fewer consecutive or non-consecutive days shall be covered by this Agreement on an LOC when creating choreography for otherwise covered non-musical productions. The Theatre shall pay to the SDC/League Pension Fund 5% of the negotiated compensation, and to the SDC/League Health Fund 50% of the LOC Health rate.
3. Choreographers employed for eleven (11) to twenty (20) consecutive or non-consecutive days on a covered non-musical production shall be employed pursuant to an SDC/LORT Contract and receive compensation based on the minimum daily rate for a Choreographer at the stage's category, prorated according to Schedule B (II). The Theatre shall pay to the SDC/League Pension Fund the appropriate pension payment for the stage's category and to the SDC/League Health Fund 50% of the health payment for the stage's category.
4. When employed on a covered non-musical production for more than twenty (20) days, the Choreographer shall receive compensation at the

applicable minimum fee for the stage, set forth in "Schedule A."

E. Rotating Repertory:

Once during the term of this Agreement, a Theatre with productions playing in rotating repertory may pay Directors and/or Choreographers the minimum fee for the Theatre's category, plus seventy-five (75%) percent of the weekly rate for any additional week or part thereof. The Theatre shall obtain SDC approval for any additional use of this structure during the term of this Agreement, which approval shall not be unreasonably withheld.

V. MEMBERSHIP FEES AND UNION SECURITY

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

1. A Director and/or Choreographer employed first for an "A+", "A", "B+", "B", or "C-1" stage covered production and employed next for a "C-2" or "D" stage covered production shall be required to become a member of SDC upon his/her third Contract for employment for a covered production. A Director and/or Choreographer employed first for a "C-2" or "D" stage covered production shall be required to become a member of SDC upon his/her second Contract for employment for a covered production if such second employment is for an "A+", "A", "B+", "B", or "C-1" stage or upon his/her third Contract for employment for a covered production if his/her second covered employment is for a "C-2" or "D" stage.
2. A Choreographer employed under Article IV(D)(3) & (4), if not otherwise required to become a member of SDC sooner, shall be required to

become a member upon his/her fourth Contract for employment for a covered non-musical production.

3. If a Director or Choreographer is required to become a member of SDC, pursuant to this Article V, he/she must do so prior to the commencement of rehearsals for the covered production for which union membership is mandated.
- B. Directors and Choreographers, as a condition of employment, shall, if members of SDC, be members in good standing when hired and remain members in good standing during the term of their employment. In the event that a Theatre enters into an SDC/LORT Form Contract with a Director and/or Choreographer who is not a member in good standing of SDC because he or she is in arrears in the payment of dues or assessments, upon written notice by SDC of the amount of such arrearage and upon the request of SDC (with notice to the member), the Theatre shall deduct from any compensation payable to the Director and/or Choreographer the amount of such arrearage and forward such amount to SDC along with the assessment due for such production.
- C. Nothing in this Article V shall be construed to require a Theatre to cease employing or refrain from employing any Director and/or Choreographer if the Theatre has reasonable grounds for believing that:
1. Membership in SDC was not available to him/her on the same terms and conditions generally applicable to other members, or
 2. Membership in SDC was denied or terminated for reasons other than his/her failure to tender the periodic dues and the initiation fee uniformly required by SDC as a condition of acquiring or retaining membership.
- D. SDC agrees to admit to membership on non-discriminatory terms, as specified in Article XXIII(D), any present or future covered Directors and Choreographers employed by LORT's members.

- E. SDC agrees that any initiation fee, or charge similar thereto, shall be uniformly required for all applicants and members.
- F. The Theatre shall deduct dues and remit same to SDC, provided the Director and/or Choreographer has executed a lawful dues deduction authorization. Dues shall be remitted to SDC no later than two (2) weeks after the final payment to the Director and/or Choreographer as indicated on the face of the Contract. In the case of recognition or other extraordinary payments to a Director and/or Choreographer, the Theatre shall remit the dues thereon no later than two (2) weeks after the payment was made to the Director and/or Choreographer, or two weeks after the final performance, whichever occurs earlier.
- G. SDC shall establish such by-laws as will provide for honorable withdrawal and re-entry upon reasonable conditions. In no event will honorable withdrawal be conditioned on the payment by any individual of more than dues arrearages, and in no event will honorable re-entry be conditioned on the payment by any individual of a sum in excess of the initiation fee.

VI. DRAMA SCHOOLS AND TRAINING PROGRAMS

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

VII. CONDITIONS OF EMPLOYMENT

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

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

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

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

- M. No Director or Choreographer may be dismissed, except where the Director or Choreographer is guilty of breach of Contract, without the full payment of all compensation due him/her under the Contract, as same accrues.
- N. SDC, at the option of the Director and/or Choreographer, shall receive, investigate, and approve the Theatre's statements reflecting the accuracy of recognition payments.
- O. If the Theatre approves the purchase of research materials (e.g., CD's, video recordings, cassettes, books, periodicals, photographs), such research materials shall become the property of the Theatre upon the official opening of the production.

VIII. FEES

- A. Effective April 15, 2009, the minimum fees for Directors and Choreographers shall be no less than the amounts applicable to each Theatre and its stage(s) as specified in the annexed "Schedule A." The Theatres' stage(s) shall be in categories as specified in Article III.
- B. One-third (1/3) of the fee is to be paid to the Director and/or Choreographer on signing of the Contract and is non-returnable; one third (1/3) of the fee is to be paid on the first day of rehearsal; and one-third (1/3) is to be paid on the first day of the last week of rehearsal. All payments are subject to the provisions of Article XX in the event that the Director and/or Choreographer elects to be paid a salary in lieu of a fee.
- C. Should a production be postponed, suspended or abandoned, the Director and/or Choreographer shall be entitled to receive his/her fee as it is due, as specified in this Article.

IX. MULTIPLE ASSIGNMENTS

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

X. PENSION AND HEALTH

- A. The Theatre shall contribute 8% of the fee and recognition payments to the SDC/League Pension Fund (the "Pension Fund") on behalf of the Director and Choreographer employed for a covered production or pursuant to an LOC.
- B. The Theatre shall contribute 5% of the fee to the SDC/League Pension Fund on behalf of the Director and/or Choreographer employed pursuant to the SDC/LORT Workshop Form.
- C. In the event that a staff or faculty Director and/or Choreographer is covered by the Theatre's or Drama School's Pension plan, the Theatre shall be relieved of its obligation to make contributions to the SDC/League Pension Fund for each such Director and/or Choreographer. In the event that a staff or faculty Director and/or Choreographer is not covered by the Theatre's or Drama School's Pension plan, contributions shall be made to the SDC/League Pension Fund for each covered production, as specified in paragraph (A) above. However, if a

Director and/or Choreographer is covered by the Theatre's or Drama School's Pension plan, but is not vested in such plan at the termination of his/her employment by the Theatre or Drama School, the Theatre shall contribute to the SDC/League Pension Fund an amount equal to the contributions which would have been due under this Agreement for each covered production he/she directed and/or choreographed during his/her tenure as a staff or faculty Director and/or Choreographer during the term of this Agreement.

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

Stages	4/15/2009 – 12/31/2009	1/1/2010 – 4/14/2012
A+	\$870	\$1615
A	\$820	\$1435
B+	\$745	\$1358
B	\$680	\$1288
C-1	\$655	\$864
C-2	\$640	\$830
D	\$640	\$776
LOC	\$640	\$640

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

- F. Extensions:

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

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

XI. REVIVALS, EXTENSIONS AND TOURS

A. Revivals:

1. In the event of a revival of the same physical production at the same Theatre in the same season, the original Director and/or Choreographer shall be afforded, in writing, the first option to conduct rehearsals for such revival. The Director and/or Choreographer shall receive as compensation no less than the original contractual fee prorated or the current minimum fee prorated, whichever is greater, for the length of time worked, provided, however, that the Theatre shall guarantee at least one (1) week's work.
2. In the event of a revival of the same physical production at the same Theatre in a season subsequent to the season in which the play was originally produced, the original Director and/or Choreographer shall receive the benefits provided with respect to a revival in the same season, except that in addition thereto, the Director and/or Choreographer shall receive a recognition payment, beginning with the first performance of the revival, of no less than one-eighth (1/8) of twenty-five (25%) percent

of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance. The "original prorated contractual weekly fee" is calculated by dividing the actual fee by the actual number of weeks of rehearsal. The "stage's prorated category minimum weekly fee" is calculated by dividing the minimum fee by the minimum number of weeks of rehearsal. (See the annexed "Schedule B" for example calculations of "recognition payment," "original prorated contractual weekly fee," and "stage's prorated category minimum weekly fee.") In the event that the revival's rehearsal period is equal to the production's original rehearsal period, the Director and/or Choreographer shall not receive any recognition payment.

3. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See the annexed "Schedule B" for example calculation of the "prorated category minimum weekly fee.")
4. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, and the rehearsal period of the revival is equal to the minimum number of weeks of employment for the stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment beginning with the first performance of the revival of no less than fifty percent (50%) of the recognition payment, as specified in Article XI (A) (2) above.
5. Where the original Director and/or Choreographer declines to conduct rehearsals for the revival, he/she shall have the option to authorize or prohibit in writing the use of his/her name in connection with the revival.

6. The Theatre shall contribute to the SDC/League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the revival the percentage appropriate to the stage's category for a covered production as provided at Article X (A).
7. The Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the revival as follows:
 - a. If the originating Director and/or Choreographer conducts rehearsals for the revival, the Theatre shall make a full health payment based on the stage's category.
 - b. If a replacement Director and/or Choreographer conducts rehearsals for the revival, the Theatre shall make a prorated health payment based on the stage's category (see Schedule B[IV]).

B. Extensions:

1. In the event that the production or tour is extended beyond its originally scheduled number of performances, the Director and/or Choreographer shall receive a recognition payment, beginning with the first performance of the extension, of no less than one-eighth (1/8) of thirty (30%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance. (See annexed "Schedule B" for example calculations of "original prorated contractual weekly fee" and "prorated category minimum weekly fee.") In any event, the "originally scheduled number of performances" shall not exceed the original employment period established by Contract for the production by the Theatre with the Actors' Equity Association members employed for such production. In

addition, Theatres shall make contributions to the Pension and Health Funds as follows:

Extensions in	Pension	Health
A+ Post Cap	Weekly rates pursuant to SDC-League of American Theatres and Producers Agreement	Weekly rates pursuant to SDC-League of American Theatres and Producers Agreement
A, B+ and B Stages	8% of recognition payments	Weekly for the first seven weeks of each six months: \$105
C-1, C-2 and D Stages	8% of recognition payments	None
Short-Term Choreography of ten (10) or fewer days	5% of recognition payments	None

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

C. Tours:

1. In the event of a tour of the same physical production, the original Director and/or Choreographer shall be afforded the first option to conduct the rehearsals for such tour. The Theatre will notify the Director and/or Choreographer immediately upon learning that a production will tour.
2. In the event that the same physical production tours, the Director, Choreographer, and/or Director-Choreographer shall receive a recognition payment, beginning with the first performance of the tour, of

no less than one-eighth (1/8) of twenty-five (25%) percent of either the original prorated contractual weekly fee or the stage's prorated category minimum weekly fee, whichever is greater, for each performance. (See annexed "Schedule B" for example calculations of "original prorated contractual weekly fee" and "prorated category minimum weekly fee.")

3. Where the Director and/or Choreographer is required by the Theatre to conduct rehearsals for the tour, he/she shall receive as compensation no less than the original stage's prorated category minimum fee or the original contractual fee prorated, whichever is greater, for each week or part thereof worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.") In the event that the tour's rehearsal period is equal to the production's original rehearsal period, the Director and/or Choreographer shall receive a recognition payment beginning with the thirty-fifth (35th) performance of no less than fifty percent (50%) of the recognition payment, as specified in Article XI (C) (2) above.
4. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the original stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")
5. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, and the rehearsal period of the tour is equal to the minimum number of weeks employment for the original stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment beginning with the

first performance of the tour of no less than fifty percent (50%) of the recognition payment, as specified in Article XI (C) (2) above.

6. Where the original Director and/or Choreographer declines to conduct rehearsals for the tour, he/she shall nevertheless receive billing as specified in Article XVII, unless he/she prohibits in writing the use of his/her name in connection with the tour.
 7. The Theatre shall contribute to the SDC/League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the tour the percentage appropriate to the stage's category for a covered production as provided at Article X (A).
 8. The Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the tour a prorated payment based on the stage's category (see Schedule B[IV]).
- D. Notice: All notices due under this Article XI shall be in writing. Notice of all revivals, extensions and tours shall be filed with SDC on the Extended Activity Form, annexed hereto as "Schedule E," before services are required, or, in the event services are not required, before the first performance.

XII. TRANSFERS

- A. In the event of the transfer of the same physical production, and where, with the mutual agreement of the Theatre's Artistic Director, work must be performed on such transfer, the original Director and/or Choreographer shall be afforded the first option to perform such work.
- B. The original Director and/or Choreographer shall be consulted regarding the casting, understudies, cast replacements and stage manager for the transfer.
- C. Transfers Within LORT:

1. In the event of the transfer of the same physical production from a LORT Theatre to another LORT Theatre, the original Director and/or Choreographer shall be afforded the first option to conduct rehearsals at the transferee Theatre. The Director and/or Choreographer shall receive as compensation from the transferee Theatre, for one (1) to six (6) consecutive or non-consecutive days of rehearsals, no less than fifty (50%) percent of either his/her original contractual fee or the minimum fee of the stage of the transferee Theatre, whichever is greater; for seven (7) to twelve (12) consecutive or non-consecutive days of rehearsals, no less than seventy-five (75%) percent of either his/her original contractual fee or the minimum fee of the stage of the transferee Theatre, whichever is greater. Where the services of the Director and/or Choreographer are required for more than twelve (12) consecutive or non-consecutive days of rehearsals, he/she shall receive as compensation from the transferee Theatre no less than the minimum fee of the stage of the transferor or transferee Theatre, whichever is greater, but in no event shall said compensation be greater than the minimum fee of the stage of the transferee Theatre. The schedule for the Director and/or Choreographer's employment for a transfer shall be mutually agreed upon between the Director and/or Choreographer and the Theatre, which shall provide prompt written notice to the SDC of any schedule which includes non-consecutive days of employment.
2. In the event of a transfer under paragraph (C)(1) above, where the Director and/or Choreographer declines to conduct rehearsals at the transferee Theatre, or rehearsals are not required, he/she shall receive from the transferee Theatre a recognition payment of no less than forty (40%) percent of the original contractual fee or forty (40%) percent of the minimum fee of the stage of the transferee Theatre, whichever is greater. Such recognition payment shall be paid to the Director and/or

Choreographer by no later than the first performance of the play at the transferee Theatre.

3. In the event of a transfer under paragraph (C)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the transferee stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")
4. In the event of a transfer under paragraph (C)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, and the rehearsal period of the transfer is equal to the minimum number of weeks of employment for the original stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment of no less than twenty percent (20%) of the original contractual fee or twenty percent (20%) of the minimum fee of the transferee stage, whichever is greater. Such recognition payment shall be paid to the Director and/or Choreographer no later than the first performance of the play at the transferee Theatre.
5. Notice of all transfers under this paragraph (C) shall be filed with SDC on the Extended Activity Form (annexed hereto as "Schedule E") by the LORT Theatre responsible for the payments due the Director and/or Choreographer, before services are required or, in the event services are not required, before the first performance.
6. The transferee Theatre shall contribute to the SDC/League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer the percentage appropriate to the transferee stage's category for a covered production, as provided at Article X (A).

7. The transferee Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer as follows:
 - a. If the originating Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a full health payment based on the transferee stage's category.
 - b. If a replacement Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a prorated health payment based on the transferee stage's category (see Schedule B[IV]).

D. Transfers to LORT:

1. In the event of a transfer of the same physical production from a non-LORT producer to a LORT Theatre, the original Director and/or Choreographer shall receive as compensation from the LORT Theatre, for one (1) to six (6) consecutive or non-consecutive days of rehearsals, no less than fifty (50%) percent of the minimum fee of the stage of the LORT Theatre; for seven (7) to twelve (12) consecutive or non-consecutive days of rehearsal, no less than seventy-five (75%) percent of the minimum fee of the stage of the LORT Theatre. Where the services of the Director and/or Choreographer are required for more than twelve (12) consecutive or non-consecutive days of rehearsals, he/she shall receive as compensation, from the LORT Theatre, no less than the Theatre's stage's minimum fee. The schedule for the Director and/or Choreographer's employment for a transfer shall be mutually agreed upon between the Director and/or Choreographer and the Theatre, which shall provide prompt written notice to the SDC of any schedule which includes non-consecutive days of employment.

2. In the event of a transfer under paragraph (D)(1) above, where the Director and/or Choreographer of the non-LORT production declines to conduct rehearsals at the LORT Theatre, he/she shall receive a recognition payment from the LORT Theatre of no less than forty (40%) percent of the LORT Theatre's minimum fee.
3. In the event of a transfer under paragraph (D)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, the replacement Director and/or Choreographer, if one is necessary, shall receive as compensation no less than the LORT stage's minimum fee, as specified in the annexed "Schedule A," prorated for the length of time worked. (See annexed "Schedule B" for example calculation of "prorated category minimum weekly fee.")
4. In the event of a transfer under paragraph (D)(1) above, where the original Director and/or Choreographer declines to conduct rehearsals for such transfer, and the rehearsal period of the transfer is equal to the minimum number of weeks of employment for the LORT stage's category, as specified in the annexed "Schedule A," the original Director and/or Choreographer shall receive a recognition payment of no less than twenty percent (20%) of the minimum fee of the LORT Theatre's Stage. Such recognition payment shall be paid to the Director and/or Choreographer no later than the first performance of the play at the transferee Theatre.
5. Notice of all transfers under this paragraph (D) shall be filed by the LORT Theatre with SDC on the Extended Activity Form, annexed hereto as "Schedule E," before services are required, or in the event services are not required, before the first performance.
6. The transferee Theatre shall contribute to the SDC/League Pension Fund on behalf of the Director and/or Choreographer who conducts rehearsals

for the transfer the percentage appropriate to the transferee stage's category for a covered production, as provided at Article X (A).

7. The transferee Theatre shall contribute to the SDC/League Health Fund on behalf of the Director and/or Choreographer who conducts rehearsals for the transfer as follows:
 - a. If the originating Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a full health payment based on the transferee stage's category.
 - b. If a replacement Director and/or Choreographer conducts rehearsals for the transfer, the transferee Theatre shall make a prorated health payment based on the transferee stage's category (see Schedule B[IV]).

E. Transfers from LORT:

1. Notwithstanding paragraphs (A) and (B) above, in the event that a production transfers from a LORT Theatre to a non-LORT producer, the LORT Theatre shall use its best efforts to obtain for the Director and/or Choreographer the first option to direct and/or choreograph the transferred production. The Theatre shall immediately notify in writing the Director and/or Choreographer and SDC when the Theatre learns that the LORT production will transfer to a non-LORT producer.
2. In the event that a production produced by a LORT Theatre transfers to a non-LORT venue with the stage direction/choreography substantially intact, and the LORT Theatre is a producer, co-producer, or licensor of the non-LORT production, a Contract for the original Director/Choreographer shall be filed with SDC subject to the applicable SDC agreement for such non-LORT venue.

3. The LORT Theatre shall notify any co-producer or licensee that the LORT Theatre is party to an agreement with the Director and/or Choreographer and that the Director and/or Choreographer retains property rights under the SDC/LORT Agreement.

XIII. ARTISTIC CONSULTATION

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

XIV. HOUSING AND TRANSPORTATION

- A. The Theatre shall provide suitable (i.e., clean and safe) housing accommodations (with a kitchen) to the Director and/or Choreographer for each day or part thereof that he/she is required to be away from home overnight in connection with his/her duties to be performed hereunder. If a kitchen is not to be provided, the Director and/or Choreographer shall be notified of such in writing before executing a Contract. The Theatre shall make best efforts to provide high-speed internet access in the Director's and/or Choreographer's housing. In the event that such access is not provided, there shall be access to a working telephone at no installation cost to the Director and/or Choreographer, with local business calls to be paid for or reimbursed by the Theatre. Notwithstanding the foregoing, the Theatre shall provide access at all times to a voicemail system or an answering machine, permitting the Director and/or Choreographer private access to his/her messages.
- B. If housing accommodations are more than one-half (1/2) mile from the place of rehearsal and/or the Theatre, the Theatre shall either provide transportation for

the Director and/or Choreographer or pay for non-public transportation for any trip requested or required by the Theatre. The Theatre shall also provide or pay for transportation if the Director or Choreographer must travel more than one-half (1/2) mile for food, laundry or other living necessities. All transportation shall be safe and secure. When the Theatre requires the Director and/or Choreographer to rent a vehicle, the Theatre shall pay for or reimburse the Director and/or Choreographer for the cost of the vehicle and liability and collision insurance.

- C. If the Director and/or Choreographer prefers housing other than that offered by the Theatre, the Theatre shall have no further responsibility for either housing or local transportation, unless otherwise agreed.
- D. If the Director and/or Choreographer lives outside of a fifty (50)-mile radius of the Theatre and elects to commute to the Theatre, the Theatre shall reimburse him/her for all receipted commutation expenses up to an amount equal to the actual savings to the Theatre occasioned by relief from the obligation to provide housing, as specified in paragraph (A) above.
- E. The Theatre shall provide one round-trip to and from the Theatre by economy or jet excursion air transportation for distances in excess of 250 miles and rail coach transportation for distances of 250 miles or less, if available, and, if not, bus transportation. If the Director and/or Choreographer elects to use his/her own motor transportation, he/she shall be reimbursed for his/her expenses up to but not to exceed the cost of transportation as specified in this paragraph.
- F. The Theatre shall reimburse the Director and/or Choreographer for transportation costs to and from both his/her home and the Theatre and the airport, terminal or depot, whichever is applicable, by the least expensive reasonable means of transportation. The Theatre shall provide transportation on the same basis for any trip requested or required by the Theatre.

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

XV. PROPERTY RIGHTS

- A. All rights in and to the direction and/or choreography conceived by the Director and/or Choreographer in the course of the rendition of his/her services hereunder shall be, upon its creation, and will remain the sole and exclusive property of the Director and/or Choreographer; it being understood, however, that the Theatre and its licensee(s) shall have a perpetual and irrevocable license to use such direction and/or choreography in any stage production of the play for which the Director and/or Choreographer receives a recognition payment under an applicable SDC minimum basic agreement. Any additional use or license of the direction and/or choreography by the Theatre shall be subject to further agreement between the Theatre and the Director and/or Choreographer.
- B. The Theatre shall not authorize the publication in any form of the Director's and/or Choreographer's stage directions and/or choreography without the Director's and/or Choreographer's prior written consent. The Director and/or Choreographer reserves the right to copyright such stage direction and/or choreography.
- C. The Theatre shall provide, free of charge, the Director and/or Choreographer with a copy of the production script and a videotape of the production, if one is

made, at the completion of the run of the play, the latter subject to the approval of AEA.

XVI. MEDIA AND ELECTRONIC RIGHTS

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

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

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

B. Except as expressly provided herein, no LORT Theatre, subsequent producer or any other third party shall broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of a LORT Theatre production.

1. Where a LORT Theatre makes or causes to be made a visual and/or aural record of a production, in whole or in part, edited or unedited on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, and where any part of the direction or choreography may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred to hereinafter as the "Capture" or "Reproduction" of the production, and the visual and/or aural record itself, any part thereof or copy thereof, whether edited or unedited, shall be hereinafter referred to as the "captured material" or "Reproduction".
 2. Captured Material may not be used to discipline Directors and/or Choreographers.
- C. Broadcast: Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts, or any of the artists connected with the production on international, national, state, and local news, arts, and arts award broadcasts; broadcast reviews of the production; talk and entertainment programs; community affairs programs; community service programs; media projects for people with disabilities; T.V. spots; commercials; educational programs; or programs about the production. All of the foregoing shall include, but not be limited to, programs on radio, network and cable television, and the Internet.
- Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. The Theatre may also capture interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, "Additional Footage"), which must be voluntary. The Director's or Choreographer's image shall not be used

for any type of broadcast or non-broadcast release without the written permission of the Director or Choreographer.

1. During a Rehearsal

- a. For the purposes of this provision, starting with the first day of rehearsal through the official opening, or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to four consecutive hours per day, one day per week. Any capture or part thereof shall constitute a full four-hour block. In repertory companies, only one four-hour block may be used per week (not per production).
- b. The date, time, and content of material to be captured shall be subject to consultation with the Director and/or Choreographer.
- c. The Theatre shall endeavor to arrange the capture process so that it shall not prevent the Director and/or Choreographer from providing the services for which he/she has been engaged by the Theatre.
- d. The Theatre shall make every reasonable effort to give the Director and/or Choreographer 48 hours' notice and give notice if the time of capture changes.

2. At a Performance:

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

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

3. Additional Footage:

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

4. Provisions Applicable to Performance and Rehearsal:

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

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

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

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

1. All capture of performance and rehearsal must occur in accordance with the provisions of Article XVI(C).
2. The Theatre shall receive no compensation for the exhibition of any material captured under the terms of this provision.
3. The Theatre will provide SDC and the Director and/or Choreographer with the opportunity to view the completed Reproduction.
4. The edited Reproduction under the terms of this provision may constitute up to 25% of the captured material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited Reproduction may depict an entire scene or musical number. The Director and/or

Choreographer has the right to consult with the Theatre on content of material.

5. There is no time limit on the use of Additional Footage.
 6. In the event the Theatre wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Reproduction of the production for this sole purpose(s) and shall notify SDC at the time of submission. In the event the captured material is unusable, another capture of an entire performance may be made. Any such Reproduction made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, or FESTIVAL APPLICATION PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule must also include the Stage Directors and Choreographers Society logo and identify that the Directors and/or Choreographers of the production are represented by SDC.
 7. The Theatre may retain and use Reproductions made under this provision for as long as the Theatre operates under the LORT Agreement, after which the Reproductions shall be destroyed, and the Theatre shall so inform or cause the SDC to be so informed.
 8. The Theatre will maintain control and ownership of all material reproduced by the Theatre and will ensure that it is used for no commercial purposes whatsoever.
- E. Production Work and Transfers. Capture to facilitate production work and transfers to not-for-profit Theatres.

1. Capture:

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

2. Use:

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

The provisions for Production Work and Transfers shall be an experiment and shall expire on the penultimate day of this Agreement.

F. Web Sites and Other Platforms. Up to a total of 15 minutes of edited rehearsal and/or performance footage per production (which may depict an entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:

- 1. On websites of the Theatre; transferee not-for-profit Theatres; not-for-profit arts and tourism-related agencies of the city, county, state and

intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit “booster” organizations; media web sites; arts calendar websites (such as Playbill.com); third-party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit service and arts promotion organizations (e.g., SDC, Theatre Communications Group, Americans for the Arts);

2. On websites of sponsors and/or supporters of the Theatre, provided:
 - a. The Director’s and/or Choreographer’s image is used solely to acknowledge the sponsorship or support and is not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;
 - b. At the time of contracting, the Theatre solicits from the Director and/or Choreographer, any current or potential professional conflicts which may limit the use of the Director’s and/or Choreographer’s image on the sponsor or supporter’s web site, and the Theatre, based upon the Director’s and/or Choreographer’s written notification, does not use the Director’s and/or Choreographer’s image in any way that may pose conflicts;
 - c. The footage is not used for more than two years from the date of the first paid public performance. The Director and/or Choreographer may negotiate a lesser time period; and
 - d. The Theatre shall indemnify the Director and/or Choreographer against any breach of a Director and/or Choreographer exclusivity clause when such breach is a result of a use not authorized by this provision.

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

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

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

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

I. Other Uses of Captured Material

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

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

2. The Theatre may furnish captured material to a commercial producer for promotional and publicity purposes only, provided the commercial producer makes additional payment to the Director and/or Choreographer of the production as negotiated by the commercial producer with SDC.
 3. Except in the case of a transfer of the production to another not-for-profit Theatre which includes the work of the Director and/or Choreographer of the original production, the Theatre may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, only with additional payments to the Director and/or Choreographer of the original production as negotiated by SDC.
 4. SDC may obtain and use footage from any production (including closed productions), for the purposes of promoting and branding SDC, provided SDC credits both the Theatre and the production.
- J. LORT and SDC share a strong mutual interest in preventing any unauthorized stage reproduction of the direction and choreography or any unlawful use of captured materials, and that LORT Theatres, SDC, and its Members have taken and will continue to take appropriate action to advance that interest.

XVII. BILLING

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

XVIII. BIOGRAPHICAL NOTES

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

XIX. NOTICE OF SDC MEMBERSHIP

The following notice, or other acceptable written recognition, shall appear in all programs: "The Director and/or Choreographer is a member of the Society of Stage Directors and Choreographers, Inc., an independent national labor union." Such

notice will appear with the SDC logo, photo-ready copy to be supplied by SDC, annexed hereto as "Schedule F."

XX. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE

- A. Directors and Choreographers engaged by LORT members for a covered production may, at their option, receive their compensation as salary rather than a fee subject to the provisions of law. If a Director or Choreographer does so elect, then it is understood and agreed that the Director or Choreographer is entitled to the benefit of all Federal and State enactments constituting what is commonly known and designated as Social Security Acts or Laws, including Old Age and Unemployment Insurance, and that the Theatre during the term of this Agreement shall pay any and all taxes or payments required to be paid by employers under the provisions of said law(s). In the event the services of the Director or Choreographer are not subject to the compulsory provisions of the Unemployment Compensation (Insurance) Law of the State of the employing Theatre's residence, then the Theatre hereby agrees that it will elect, if permitted by law, to cover the Director or Choreographer of a covered production and pay contributions on earnings under the elective provisions, at the Theatre's option, of one of the following: the Unemployment Insurance Law of (a) the Theatre's State of residence; (b) the State of residence of the Director or Choreographer; (c) the State where the Contract of employment was entered into; or (d) the State of New York.
- B. The Theatre agrees to execute and file the necessary forms required by the State Unemployment Compensation (Insurance) Law under which it has elected to cover the Director and Choreographer and shall notify the Director and Choreographer of its election.
- C. The Theatre agrees to furnish its unemployment registration number to the Director or Choreographer and SDC as soon as such number is assigned to it.

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

XXI. SECURITY

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

XXII. MANAGEMENT'S RIGHTS

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

XXIII. NO DISCRIMINATION

- A. The Theatre shall not discriminate against any Director or Choreographer in employment because of race, color, gender, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation or union activity.
- B. The Director or Choreographer shall not discriminate in casting against any person because of race, color, gender, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation or union activity.
- C. LORT affirms that categories of race, color, gender, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation and union activity shall not be used to limit the range of work open to the Directors and Choreographers engaged by LORT Theatres.
- D. SDC shall not discriminate against any member or applicant for membership because of race, color, gender, age, disability, national origin, citizenship status, religion, creed, marital status, sexual orientation or union activity.
- E. LORT and SDC reaffirm their commitment to encourage and expand employment of ethnic minority, female, and disabled Directors and Choreographers for all productions and promote the casting of actors and the hiring of Directors and Choreographers in ways which challenge stereotypes and expectations.
- F. The Theatre will maintain for each season records of Directors and/or Choreographers whom it has hired, including those who are ethnic minorities, females, or artists with disabilities and will report annually such information to SDC on a form to be determined by the parties.

XXIV. ARBITRATION AND GRIEVANCE PROCEDURE

- A. If any grievance or dispute concerning the interpretation or application of this Agreement or a Contract, oral or written, arises between SDC and a Theatre or LORT, the parties agree that a prompt attempt will be made to settle the matter amicably.
- B. If the grievance or dispute is not resolved pursuant to paragraph (A) above, it may be submitted by either party to a Grievance Committee, consisting of up to three (3) representatives of SDC and up to three (3) representatives of LORT. In rendering decisions, SDC's representatives and LORT's representatives shall each cast, in the aggregate, one (1) vote. A decision of the Committee on a grievance or dispute shall be final and binding on the parties only if there are two (2) concurring votes. If a grievance hearing is not held within thirty (30) days of the request for the hearing, either party may proceed directly to arbitration.
- C. Unresolved grievances or disputes concerning the interpretation or application of the provisions of this Agreement or a Contract, oral or written, shall be determined in the following manner:
 - a. After notice, in writing, to the other party, either party hereto may file a request for arbitration with any one of the following arbitrators:

Howard Edelman	Susan McKenzie
George Nicolau	Bonnie Weinstock
 - b. If none of the agreed-upon arbitrators is available within sixty (60) days, either party hereto may commence arbitration proceedings utilizing the procedure then in effect of the American Arbitration Association.
 - c. Arbitration pursuant to this Article XXIV shall be held in the City of New York.

- d. Where grievances or disputes are subject to arbitration under this Article, they shall be settled by arbitration in accordance with the laws of the State of New York. Arbitration shall be the sole and exclusive remedy for grievances or disputes which arise under this Agreement or under any Contract, oral or written. The arbitrator shall have the authority to award interest as he/she shall deem just and proper.
- e. Each party shall pay its own expenses of arbitration, but the arbitrator's fees and expenses, if any, shall be paid equally by the parties.

XXV. NO STRIKE - NO LOCKOUT

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

XXVI. LORT MEMBERS

The Theatres listed in the annexed "Schedule C" are members of LORT and acknowledge their consent to be bound by this Agreement. Pursuant to Article III of "The By-Laws of the League of Resident Theatres," new members of LORT shall also be bound by this Agreement. LORT shall notify SDC in writing of all changes in membership and changes in stages' categories and/or protected status no later than two weeks after LORT receives notification of such change.

XXVII. SEPARABILITY

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

XXVIII. TERM OF AGREEMENT

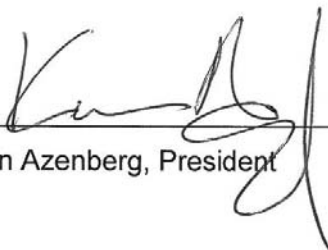
The term of this Agreement shall be three (3) years, effective the 15th day April, 2009, and terminating the 14th day of April, 2012.

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

League of Resident Theatres

By:  Date: 10/4/10
Susan Medak, President

Stage Directors and Choreographers Society

By:  Date: 10/13/10
Karen Azenberg, President

SCHEDULE A - MINIMUM FEE SCHEDULES

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

Effective April 15, 2009 – December 31, 2009

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 3 days of employment or less)	25000	442	2652
A (5 wks, 3 days of employment or less)	20997	366	2196
B+ (5 wks of employment or less)	17403	355	2130
B (4 wks, 3 days of employment or less)	14427	344	2064
C-1 (4 wks, 3 days of employment or less)	11864	275	1650
C-2 (4 wks, 3 days of employment or less)	7850	234	1404
D (4 wks, 3 days of employment or less)	6344	171	1026

Effective January 1, 2010 - April 14, 2011

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	25000	442	2652
A (5 wks, 5 days of employment or less)	20997	366	2196
B+ (5 wks, 2 days of employment or less)	17403	355	2130
B (4 wks, 5 days of employment or less)	14427	344	2064
C-1 (4 wks, 4 days of employment or less)	11864	275	1650
C-2 (4 wks, 4 days of employment or less)	7850	234	1404
D (4 wks, 4 days of employment or less)	6344	171	1026

Effective April 15, 2011 - October 14, 2011

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	25250	446	2679
A (5 wks, 5 days of employment or less)	21207	370	2218
B+ (5 wks, 2 days of employment or less)	17577	359	2151
B (4 wks, 5 days of employment or less)	14571	347	2085
C-1 (4 wks, 4 days of employment or less)	11983	278	1667
C-2 (4 wks, 4 days of employment or less)	7929	236	1418
D (4 wks, 4 days of employment or less)	6407	173	1036

Effective October 15, 2011 - April 13, 2012

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	25376	449	2692
A (5 wks, 5 days of employment or less)	21313	372	2229
B+ (5 wks, 2 days of employment or less)	17665	360	2162
B (4 wks, 5 days of employment or less)	14644	349	2095
C-1 (4 wks, 4 days of employment or less)	12043	279	1675
C-2 (4 wks, 4 days of employment or less)	7968	238	1425
D (4 wks, 4 days of employment or less)	6439	174	1041

Effective April 14, 2012

<u>Stage Category</u>	Minimum Fee	Each Additional Day	Each Additional Week (daily rate X 6)
A+ (5 wks, 5 days of employment or less)	25503	451	2705
A (5 wks, 5 days of employment or less)	21420	373	2240
B+ (5 wks, 2 days of employment or less)	17753	362	2173
B (4 wks, 5 days of employment or less)	14717	351	2106
C-1 (4 wks, 4 days of employment or less)	12103	281	1683
C-2 (4 wks, 4 days of employment or less)	8008	239	1432
D (4 wks, 4 days of employment or less)	6472	174	1047

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

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

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

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

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

Over 20 days of employment - Choreographer's Minimum Fee

SCHEDULE B - SAMPLE PRORATING CALCULATIONS

(BASED ON 2010 RATES)

I. ORIGINAL PRORATED CONTRACTUAL WEEKLY FEE

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

Example: Director negotiated a \$12,000 fee. If he/she is employed

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

II. STAGE'S PRORATED CATEGORY MINIMUM WEEKLY FEE

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

Stage's Category	Minimum Fee for Category	÷Minimum Weeks of Employment	STAGE'S PRORATED CATEGORY MINIMUM WEEKLY FEE
A+	\$25000	6	\$4167
A	\$20997	6	\$3500
B+	\$17403	5	\$3481
B	\$14427	5	\$2885
C-1	\$11864	4.5	\$2636
C-2	\$7850	4.5	\$1744
D	\$6344	4.5	\$1410

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

III. RECOGNITION PAYMENT

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

Example: Director negotiated an \$18,000 fee at a category "B" stage for 6 weeks of employment.

Choose the greater of the following two:

Original Prorated Contractual Wkly Fee:	$\$18,000 \div 6 = \3000
Stage's Prorated Category Minimum Wkly Fee:	$\$14427 \div 5 = \2885

Calculate as follows:

$\$3000 \times 30\% = \$900 \div 8 = \$113$

RECOGNITION PAYMENT = \$113 for each performance

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

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

IV. STAGE'S PRORATED HEALTH PAYMENT

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

Example: Director rehearses revival for category B stage
B health payment is \$1288
For weekly rate: $\$1288 \div 5 = \257.60
For daily rate: $\$257.60 \div 6 = \42.93

SCHEDULE C

LORT MEMBERS AND STAGE CATEGORIES

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

LORT THEATRE	Mainstage (bold) Second Stage
ACT Theatre	Allen Arena Theatre: B (2/22/10 C-2) Falls Thrust Theatre: C-2
Actors Theatre of Louisville	Pamela Brown Auditorium: C-1 Bingham Theatre: D Victory Jory Theatre: D
Alabama Shakespeare Festival	The Festival Stage: C-1 The Octagon Stage: D
Alley Theatre	Patricia Peckinpugh Hubbard Stage: B Hugo V. Neuhaus Stage: C-2
Alliance Theatre	Alliance Stage: B Hertz Stage: D
American Conservatory Theater	Geary: A Zeum Theater: D
American Repertory Theatre	Loeb Drama Center: B (2/22/10 C-1) Zero Arrow Theatre: D
Arden Theatre Company	Arcadia Stage: D F. Otto Haas Stage: D (2/22/10 C-2)
Arena Stage	Fichandler Stage: B+ (2/22/10 B) Kreeger Theater: B Crystal City Theatre: B 14th & T: D
Arizona Theatre Company	Temple of Music and Art: B Herberger Theater Center: B Mesa/Virginia Piper: D
Arkansas Repertory Theatre	Main Stage: D Second Stage: D
Asolo Theatre Company	Mertz Theatre: C-1 Cook Theatre: D Historic Asolo Theater: D
Barter Theatre	Barter Theatre: D Stage II: D
Berkeley Repertory Theatre	Mark Taper Thrust Theatre: B Roda Stage: B
Capital Repertory Theatre	Capital Repertory Theatre: D
CENTERSTAGE	Pearlstone Theater: B Head Theater: C-2
Center Theatre Group	Anhamson Theatre: A Mark Taper Forum: A Kirk Douglas Theatre: D

LORT THEATRE	Mainstage (bold) Second Stage
The Cincinnati Playhouse in the Park	Robert S. Marx Theatre: B+ (2/22/10 B) Thompson Shelterhouse Theatre: D
City Theatre Company	Mainstage: D Lester Hamburg Studio Theatre: D
Clarence Brown Theatre Company	Clarence Brown Theatre: D Ula Love Doughty Carousel Theatre: D
The Cleveland Play House	Bolton Theatre: C-1 Drury Theatre: C-1 Baxter Stage: C-2 Brooks Theatre: D Studio One: D
Court Theatre	Abelson Auditorium: D
Dallas Theater Center	Kalita Humphreys Theater: C-1
Delaware Theatre Company	Delaware Theatre: D
Denver Center Theatre Company	The Stage Theatre: B The Space Theatre: C-2 The Ricketson Theatre: D Buell Theatre: B (2/22/10 B+) The Jones Theatre: D
Florida Stage	Florida Stage: C-2
Florida Studio Theatre	Keating Mainstage: D Gompertz Theatre/Stage III: D
Ford's Theatre	Ford's Theatre: B+
Geffen Playhouse	Geffen Playhouse: B Audrey Skirball Kenis Theater: D
George Street Playhouse	Mainstage: C-2
Georgia Shakespeare	Conant Performing Arts Center: D
Geva Theatre Center	Elaine P. Wilson Mainstage: B Ron and Donna Fielding Nextstage: D
The Goodman Theatre	Albert Ivar Goodman Theatre: B+ Owen Bruner Goodman Theatre: D
Goodspeed Musicals	Goodspeed Opera House: B Norma Terris Theatre: D
Great Lakes Theater Festival	Playhouse Square: D (2/22/10 C-1)
The Guthrie Theater	Wurtele Thrust Stage: A McGuire Proscenium Stage: B Dowling Studio: D
Hartford Stage Company	John W. Huntington Theatre: B

LORT THEATRE	Mainstage (bold) Second Stage
Huntington Theatre Company	Boston University Theatre: B+ Virginia Wimberly Theatre: C-2
Indiana Repertory Theatre	Mainstage: C-1 Upperstage: D
Intiman Theatre	Intiman Playhouse: C-2
Kansas City Repertory Theatre	Helen F. Spencer Theatre: B (2/22/10 C-1) Copaken Stage: C (2/22/10 D)
Laguna Playhouse	Moulton Theatre: B
La Jolla Playhouse	Mandell Weiss Theatre: B Potiker Theatre: B Mandell Weiss Forum: C-2
Lincoln Center Theater	Vivian Beaumont Theater: A+ Mitzi E. Newhouse Theater: B
Long Wharf Theatre	C. Newton Schenck, III Mainstage: B Stage II: D
Maltz Jupiter Theatre	Mainstage: C-1 (2/22/10 B)
Manhattan Theatre Club	Samuel J. Friedman Theatre: A+ City Center Stage I: B City Center Stage II: D
Marin Theatre Company	Herb and Grace Boyer Theatre: D
McCarter Theatre	Matthews Theatre: B+ Berlind Theatre: C-2
Merrimack Repertory Theatre	Nancy Donahue Stage: D
Milwaukee Repertory Theater	Quadracci Powerhouse Theater: B Pabst Theater: A Vogel Hall: C-1 (2/22/10 D) Stackner Cabaret: D Stiemke Theater: D
Northlight Theatre	Northlight Theatre/Centre East: C-2
The Old Globe	Old Globe Theatre: B Lowell Davies Festival Theatre: B Cassius Carter Centre Stage: D Copley: D
Pasadena Playhouse	Pasadena Playhouse: B
The People's Light and Theatre Company	The Main Stage: D Steinbright Stage: D
The Philadelphia Theatre Company	Suzanne Roberts Theatre: D (2/22/10 C-2) Players Theatre: D
Pittsburgh Public Theater	Anthony J. O'Reilly Theater: B

LORT THEATRE	Mainstage (bold) Second Stage
PlayMakers Repertory Company	Paul Green Theatre: D Kenan Theatre: D
Portland Center Stage	Newmark: B Ellen Bye Studio: D
Portland Stage Company	Portland Stage Company: D Studio Theatre: D
The Repertory Theatre of St. Louis	Mainstage: B+ (2/22/10 B) Grandel Theatre: D Studio Theatre: D
Roundabout Theatre Company	American Airlines Theatre: A+ Studio 54: A+ Henry Miller's Theatre: A+ Laura Pels Theatre: B
Round House Theatre	Bethesda: D Silver Spring: D
San Jose Repertory Theatre	Sobrato Auditorium: B
Seattle Repertory Theatre	Bagley Wright Theatre: B+ (2/22/10 B) Leo Kreielsheimer Theatre: D
Shakespeare Theatre Company	The Lansburgh: B+ Harman Hall: B+ Carter Barron Amphitheatre: D
Signature Theatre Company	MAX: D ARK: D
South Coast Repertory	Seegerstrom Stage: B Argyros Stage: C-2 (2/22/10 D)
Syracuse Stage	Archbold Theatre: C-1 Hutchings Aud. 810: D
Theatre For A New Audience	All Stages: D
TheatreWorks	Mountain View Center: B Lucie Stern Theatre: C-2
Trinity Repertory Company	Chace Theater: B Dowling Theater: D
Two River Theater Company	Two River Theatre: D Marion Huber Stage: D
Virginia Stage Company	Wells Theatre: D
The Wilma Theater	The Wilma Theater: C-2 (2/22/10 D)
Yale Repertory Theatre	Yale Repertory Theatre: D New Theatre: D University Theatre: D

SCHEDULE D SDC/LORT FORM CONTRACT



1501 Broadway, Suite 1701
New York, NY 10036-5653
TEL: 212.391.1070 FAX: 212.302.6195
www.SDCweb.org

This contract must be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this contract and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer.

The following constitutes our agreement:

1. This contract is subject to all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the League of Resident Theatres (LORT), effective April 15, 2009, or its successor Agreement, and binds the Theatre to its terms for the duration of said Agreement.

2. The Theatre, _____, LORT stage category _____, hereby engages the services of _____ as (Director) (Choreographer) (Director-Choreographer) and you accept such engagement with respect to the Production _____. Your services shall be rendered during rehearsals of the Production from _____ through _____. The Production shall be performed through _____.
(starting date) (opening performance) (final performance)

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

SALARY/FEE AND PAYMENT SCHEDULE:

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

The Theatre is authorized to send compensation to:

4. EFFECTIVE FOR SDC MEMBERS ONLY:

Effective immediately, the undersigned assigns to the SDC, two and one-half percent (2 1/2 %) of all monies earned and to be earned as Director and/or Choreographer of the above-named Production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Production.

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

Accepted:

DIRECTOR/CHOREOGRAPHER

(Signature) _____

Please type name _____

Date _____

Address _____

_____ Zip _____

Phone _____

Email address _____

Social Security No. _____

Member of SDC in Good Standing: yes _____ no _____

Revised 10/1/09

Theatre must sign contract first.

THEATRE _____

By _____
(Signature)

Please type name _____

Date _____

Address _____

_____ Zip _____

Phone _____

Email address _____

Employer Registration No. _____

(for Unemployment Insurance)

LORT

SCHEDULE E EXTENDED ACTIVITY FORM CONTRACT

SDC-LORT Extended Activity Form

This form is to be submitted by the Theatre responsible for payment prior to the extended activity.
Mail and fax to SDC, 1501 Broadway, Suite 1701, New York, NY 10036; FAX (212) 302-6195.
(Refer to schedule B for calculations)

THEATRE SUBMITTING FORM: _____																										
A	Originating Theatre: _____ Category: _____ Name of Play/Musical: _____ Name of Director/Choreographer/Director-Choreographer: _____ First Reh: _____ Opening: _____ Closing: _____ Original Fee: \$_____																									
B	<div style="font-size: small;">Type of Extended Activity (choose one)</div> <div style="margin-top: 10px;"> <input type="checkbox"/> POST OPENING/BRUSH-UP WORK (Article VII. J. and K.) Dates Worked: _____ Post Opening/Brush-Up Payment: \$_____ </div> <div style="margin-top: 10px;"> <input type="checkbox"/> REVIVAL (Article XI. A.) Revival Type (check one): <div style="float: right; font-size: x-small;"> <input type="checkbox"/> Revival in same season <input type="checkbox"/> Revival in subsequent season </div> Revival Rehearsal Period: _____ through _____ Closing Date _____ # of perfs _____ Revival Fee Due: \$_____ </div> <div style="margin-top: 10px;"> <input type="checkbox"/> EXTENSION (Article XI. B.) Extension Rehearsal Period (if any): _____ through _____ Extension Reh. Fee Due: \$_____ <div style="margin-top: 5px; font-size: x-small;"> <u>Extension Performance Information and Payment Type/Amount (choose one):</u> Extension Perf. Period: _____ through _____ Total Number of Extended Performances: _____ <input type="radio"/> Recognition Payment Due (if calculated Per Article XI. B.) \$ _____ <input type="radio"/> Recognition Payment Per Week (If negotiated higher than calculations above) \$ _____ <input type="radio"/> Recognition Payment Percentage (if negotiated as a % of gross-must exceed calculations above) \$ _____ </div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> TRANSFERS (Article XII.) <table style="width: 100%; font-size: x-small; border-collapse: collapse;"> <tr> <td style="width: 20%;">FROM Transferor Theatre:</td> <td style="width: 10%;">Category</td> <td style="width: 10%;">First Reh.</td> <td style="width: 10%;">Opening Perf.</td> <td style="width: 10%;">Closing Perf.</td> <td style="width: 10%;">No. of Reh Days</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>TO Transferee Theatre(s):</td> <td>Category</td> <td>First Reh.</td> <td>Opening Perf.</td> <td>Closing Perf.</td> <td>No. of Reh Days</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table> PAYMENT DUE: <input type="checkbox"/> Transfer Rehearsal Payment \$_____ OR <input type="checkbox"/> Transfer Recognition Payment \$_____ </div> <div style="margin-top: 10px;"> <input type="checkbox"/> TOURS (Article XI. C.) Was the Director/Choreographer/Director-Choreographer notified in writing prior to the original contract? <input type="checkbox"/> Yes <input type="checkbox"/> No Tour Reh. Period: _____ through _____ Tour Reh. Payment Due: \$_____ <div style="margin-top: 5px;"> Total # Tour Performances: _____ Tour Performances Recognition Payment Due: \$_____ </div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> ELECTRONIC REPRODUCTION AND/OR TRANSMISSION (Article XVI.) Electronic Reproduction and/or Transmission Payment Due (no less than original fee shown in Section A) \$_____ </div>		FROM Transferor Theatre:	Category	First Reh.	Opening Perf.	Closing Perf.	No. of Reh Days	_____	_____	_____	_____	_____	_____	TO Transferee Theatre(s):	Category	First Reh.	Opening Perf.	Closing Perf.	No. of Reh Days	_____	_____	_____	_____	_____	_____
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TO Transferee Theatre(s):	Category	First Reh.	Opening Perf.	Closing Perf.	No. of Reh Days																					
_____	_____	_____	_____	_____	_____																					
C	<div style="font-size: x-small;">Signatures (must be signed by both parties)</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border-bottom: 1px solid black; height: 20px;"></td> <td style="width: 30%; border-bottom: 1px solid black; height: 20px;"></td> <td style="width: 30%; border-bottom: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="font-size: x-small;">Director/Choreographer/Director-Choreographer</td> <td style="font-size: x-small;">Social Security Number</td> <td style="font-size: x-small;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="font-size: x-small;">Managing Director/General Manager</td> <td style="font-size: x-small;">Theatre</td> <td style="font-size: x-small;">Date</td> </tr> </table>					Director/Choreographer/Director-Choreographer	Social Security Number	Date				Managing Director/General Manager	Theatre	Date												
Director/Choreographer/Director-Choreographer	Social Security Number	Date																								
Managing Director/General Manager	Theatre	Date																								

THEATRE WILL BE BILLED BY SDC FOR APPLICABLE PENSION AND HEALTH CONTRIBUTIONS

Revised 10/1/09

SCHEDULE F SDC LOGO



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



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



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



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

SCHEDULE G
SDC/LORT OPEN CONTRACT (LOC)

LORT Open Contract

This LORT Open Contract ("LOC") must be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this LOC and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer.

The following constitutes our agreement:

- Except as otherwise provided herein at Section 3, this LOC is subject to all terms and conditions of the Agreement between the Stage Directors and Choreographers Society, Inc. (SDC), and the League of Resident Theatres (LORT), effective April 15, 2009:
- The Theatre, _____, hereby engages the services of _____ as (Director) (Choreographer) (Director-Choreographer) and you accept such engagement with respect to the Production _____ to be performed at (name of stage) _____. Your services shall be rendered during rehearsals of the Production from _____ (starting date) through _____ (opening performance). The Production shall be performed through _____ (final performance).
- In consideration of full and timely performance by you hereunder, the Theatre agrees to compensate you as follows:

SALARY/FEE AND PAYMENT SCHEDULE:

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

The Theatre is authorized to send compensation to: _____

4. PENSION/HEALTH CONTRIBUTIONS

Contribution to SDC/League Pension Fund: 8% of Salary/Fee above.
Contribution to SDC/League Health Fund: \$640
For Short-Term Choreography: 5% pension and 50% of the above-stated health contribution

5. EFFECTIVE FOR SDC MEMBERS ONLY:

Effective immediately, the undersigned assigns to the SDC, two and one-half percent (2 1/2 %) of all monies earned and to be earned as Director and/or Choreographer of the above-named Production and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Production.

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

Accepted:

DIRECTOR/CHOREOGRAPHER

(Signature)

Please type name

Date _____

Address _____

_____ Zip _____

Phone _____

Email Address _____

Social Security No. _____

Member of SDC in Good Standing: yes _____ no _____

Theatre must sign LOC first.

THEATRE _____

By _____

(Signature)

Please type name

Date _____

Address _____

_____ Zip _____

Phone _____

Email Address _____

Employer Registration No. _____
(for Unemployment Insurance)



STAGE
DIRECTORS AND
CHOREOGRAPHERS
SOCIETY

Revised 10/1/09

1501 Broadway, Suite 1701
New York, NY 10036-5653
TEL: 212.391.1070 FAX: 212.302.6195
www.SDCweb.org

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

LORT Form

for Workshops, Experimental Productions, and Readings

In the case of any workshop productions, experimental productions, or readings (the Project) for which an SDC member is employed for more than fourteen (14) days, the Theatre shall file this Form. The Form should be signed in quintuplicate. Attach all riders to each copy. The Theatre and the Director/Choreographer each must file one copy of this Form and any riders with SDC within five business days after signing or prior to the first rehearsal, whichever first occurs. Each party may retain one copy. One copy is for the agent or attorney of the Director/Choreographer.

The following constitutes our agreement:

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

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

Compensation: \$ _____

The Theatre is authorized to send compensation to:

Contribution to SDC/League Pension Fund: 5% of Compensation indicated above.
Contribution to SDC/League Health Fund: 50% of LOC rate

3. EFFECTIVE FOR SDC MEMBERS ONLY:

Effective immediately, the undersigned assigns to the SDC, two and one-half percent (2 1/2 %) of all monies earned and to be earned as Director and/or Choreographer of the above-named Project and authorizes and directs the Theatre to deduct such amounts and remit same to the SDC. This assignment shall be irrevocable for the term of the above-named Project.

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

Accepted:

Theatre must sign Form first.

DIRECTOR/CHOREOGRAPHER

THEATRE _____

(Signature) By _____
(Signature)

Please type name _____ Please type name _____

Date _____ Date _____

Address _____ Address _____

_____ Zip _____ Zip _____

Phone _____ Phone _____

Email Address _____ Email Address _____

Social Security No. _____ Employer Registration No. _____
(for Unemployment Insurance)

Member of SDC in Good Standing: yes ___ no ___



1501 Broadway, Suite 1701
New York, NY 10036-5653
TEL: 212.391.1070 FAX: 212.302.6195
www.SDCweb.org

Revised 10/1/09

LORT A+ THEATRE RIDER

A. Caps

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

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

Roundabout Theatre Company – For a musical: 18 weeks; for a play: 15 weeks; for a production at "Studio 54": 12 weeks; and for a production at the Henry Miller's Theatre: 12 weeks.

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

B. Extensions

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

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

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

C. Tours Within LORT

In the event that an A+ Theatre tours a production from an A+ stage to another LORT Theatre, the Director, Choreographer and/or Director-Choreographer shall be paid

royalties pursuant to the effective Broadway Agreement and Pension and Health Fund contributions pursuant to Section B above, commencing with the first paid public performance at the other LORT Theatre.

D. Transfers Within or Into LORT

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



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Executive Director
Laura Penn

May 19, 2010

League of Resident Theatres
c/o Harry H. Weintraub, Esq.
Glick and Weintraub, P.C.
1501 Broadway, Suite 2401
New York, NY 10036-5503

RE: LORT-SDC "Protected" Theatres

Ladies and Gentlemen:

This letter sets forth our understanding with respect to the identification of, protection afforded to, and duration of protection for Theatres which meet the criteria for "Protected" Theatre status.

1. The members of LORT hereinafter set forth are designated, as of today's date, "Protected" Theatres by LORT and Actors' Equity Association ("AEA") and shall be so designated by LORT and SDC for the periods for which they are so designated by LORT and AEA. The "Protected" Theatres shall receive certain concessions described in section 3 below for those periods.

Should any LORT Theatre, other than those listed below, be designated by LORT and AEA during the term of the SDC-LORT Agreement a "Protected" Theatre, such Theatre shall receive the concessions described in section 3 below for the period for which it is designated "Protected" by LORT and AEA, subject to the conditions set forth in section 2 below.

The following is a list of the LORT Theatres that qualify for "Protected" status:

Theatre	Last day of protection pending review of next year's documents
ACT Theatre	8/1/10
Asolo Theatre	12/12/10
Capital Repertory	5/2/10
City Theatre	7/18/10
Cleveland Play House	1/12/11
Delaware Theatre Co	12/12/10
George Street Playhouse	12/12/10
Intiman Theatre	1/16/11
Maltz Jupiter Theatre	12/12/10
Merrimack Repertory	12/26/10
Northlight Theatre	3/27/11
San Jose Repertory	1/2/11
Trinity Repertory	12/5/10
Virginia Stage	12/12/10

2. LORT shall notify SDC in writing of all changes in "Protected" status no later than two weeks after LORT receives notification of such change(s).

3. During the term of this Side Letter, a "Protected" Theatre shall receive the following concessions from SDC:

- a "Protected" "A" or "B+" stage shall receive a 5% reduction in fees;
- a "Protected" "B" or "C-1" stage shall receive a 10% reduction in fees; and
- a "Protected" "C-2" or "D" stage shall receive a 15% reduction in fees.

These reductions shall apply only to the fees set forth at Schedule A of the SDC-LORT Agreement.

4. This Side Letter shall become effective at 12:01 a.m. on April 15, 2009 and shall expire at 11:59 p.m. April 14, 2012; however, should a member of LORT use the concessions described in paragraph 3 above for a production which commences shortly before the expiration of this Side Letter on April 14, 2012, no more than 50% of the rehearsal weeks of that production may extend beyond April 14, 2012.

Sincerely,

Stage Directors and Choreographers Society

By: 

Agreed to and Accepted
League of Resident Theatres

By: 