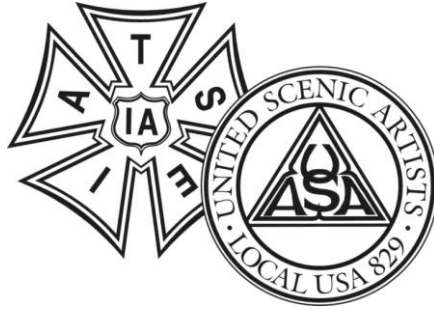


**AGREEMENT
BETWEEN**

**UNITED SCENIC ARTISTS
Local USA829, IATSE
NEW YORK · CHICAGO · LOS ANGELES**



AND

THE LEAGUE OF AMERICAN THEATRES & PRODUCERS, INC.



JANUARY 1, 2003 - DECEMBER 31, 2006

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AGREEMENT to be effective as of the 1st day of January, 2003 by and between The League of American Theatres and Producers, Inc. (the "League") by and on behalf of its current and future labor members (the "Employer" or the "Producer") and United Scenic Artists Local USA-829, International Alliance of Theatrical Stage Employees, AFL-CIO (the "Union for and on behalf of persons employed under this Agreement).

WITNESSETH:

WHEREAS, the parties have entered into collective bargaining and desire to reduce the results thereof to writing;

NOW, THEREFORE, it is mutually agreed as follows:

I. RECOGNITION

The Union represents and warrants that it has been designated as the sole collective bargaining agent for the Employees covered by this Agreement. The Employer recognizes the Union as the sole collective bargaining agent of such Employees. The Employer agrees to recognize and deal with such representatives of the Union as the Union may elect or appoint.

II. SCOPE AND DEFINITION OF SERVICES

This Agreement applies and is limited in its application to Scenic Designers, Costume Designers and Lighting Designers, and Assistant Designers employed by or engaged in a theatrical production produced for Broadway by the Employer. The work performed by the Designers may include but is not limited to:

(A) Scenic Designer: (designs the production and renders the following services in connection therewith):

- (1) To complete either a working model of the settings to scale or to complete color sketches or color sketch models of the settings and necessary working drawings for the constructing carpenter at the reasonable discretion of the Producer.
- (2) To supply the contracting painter with color schemes or color sketches sufficient for the contracting painter.
- (3) To design or select or approve properties required for the production, including draperies and furniture.
- (4) To design and/or supervise special scenic effects for the production, including projections.
- (5) To supply specifications for the constructing carpenter, to supervise the building and painting of sets and the making of properties and, at the request of the Producer, discuss estimates for the same with contractors satisfactory to the Producer, such estimates to be submitted to the Producer at a specific time. If the Designer is required to participate in more than three estimating sessions of each class, extra compensation shall be paid as mutually agreed upon by the Designer and Producer subject to the Union's approval, which shall not be unreasonably withheld.
- (6) To be present at pre-Broadway and Broadway setups, technical and dress rehearsals, the first public performances and openings out-of-town, the first public performance and opening in New York and to conduct the scenic rehearsals therefore, as may be reasonably requested by the Producer, in accordance with industry past practice.
- (7) To attend public performances from time to time for the purpose of conducting a 'normal check' of the sets. This provision shall not be applied in an unreasonable manner.

(B) Costume Designer: (designs the costumes and renders the following services in connection therewith):

- (1) To submit a costume plot of the production listing costume changes by scene for each character in the cast.
- (2) To provide color sketches of all costumes designed for the production and any form of a visual representation for costumes selected for the production.
- (3) To supply for the contracting costume shop complete color sketches or outline sketches with color samples attached, including drawings or necessary descriptions of detail and its application, sufficient for the contracting costume shop.
- (4) To participate in not more than three estimating sessions with costume shops of the Producer's choice for the execution of the designs if so requested. If the designer is required to obtain more than three estimates for the same costumes, extra compensation shall be paid as mutually agreed upon by the Designer and Producer subject to the Union's approval, which shall not be unreasonable withheld.
- (5) To be responsible for the selection and coordination of all contemporary costumes worn in the production including selection from performers' personal wardrobe where such situation arises.
- (6) To be responsible for the supervision of all necessary fittings and alterations of the costumes.
- (7) To design, select and/or approve all costume accessories such as headgear, gloves, footwear, hose, purses, jewelry, umbrellas, canes, fans, bouquets, etc.
- (8) To supervise and/or approve hair styling and selection of wigs, hairpieces, mustaches and beards.
- (9) To be present at pre-Broadway and Broadway technical and dress rehearsals, the first public performance and openings out of town, the first public performance and opening in New York and to conduct costume rehearsals therefore, as may be reasonably requested by the Producer in accordance with industry past practice.
- (10) To attend public performances from time to time for the purpose of conducting a 'normal check' of the costumes. This provision shall not be applied in an unreasonable manner.

(C) Lighting Designer: (designs the lighting for the said production and renders the following services in connection therewith):

- (1) To provide a full equipment list and light plot drawn to scale showing type and position of all instruments necessary to accomplish lighting design.
- (2) To provide color plot and all necessary information required by the contract electrician.
- (3) To provide control plot showing allocation of instruments for lighting control.
- (4) To supervise and plot special effects.
- (5) To supply specifications and to obtain estimates for the same for the Producer from contractors satisfactory to the Producers, such estimates to be submitted to

the Producer at a specific time. If the Designer is required to obtain more than three estimates, extra compensation shall be paid as mutually agreed upon between Designer and Producer subject to the Union's approval, which shall not be unreasonably withheld.

- (6) To supervise hanging and focusing of the lighting equipment, and the setting up of all lighting cues.
- (7) To be present at pre-Broadway and Broadway setups, technical and dress rehearsals, the first public performances and openings out of town, the first public performance and opening in New York and to conduct the lighting rehearsals therefor as may be reasonably requested by the Producer, in accordance with industry past practice. In the event the out of town stops prior to the Broadway opening are more than three, and the Lighting Designer's presence is required by the Producer, the Lighting Designer shall be paid the daily rate up to a maximum of four days for each stop beyond three. It is understood and agreed that this shall not apply to scenic and costume designers.
- (8) To attend public performances from time to time for the purpose of conducting a "normal check" of the lighting. This provision shall not be applied in an unreasonable manner.

(D) Assistants:

- (1) Assistants to the Scenic Designer, Costume Designer and Lighting Designer shall be engaged by the Producer at the request of the Designer subject to the approval of the Producer which approval shall not be unreasonably withheld. The work of the Assistant shall be to assist the Designer in the work of the Designer. Said Assistant's terms and conditions of employment shall be governed by this Agreement.
- (2) A separate agreement must be filed with and approved by the Union for each Assistant including required Pension and Welfare payments. The Producer will make payment directly to the Assistant(s) each and every week for which they have been contracted.
- (3) The title *Associate Designer* may be given to an Assistant Designer in a design category at the discretion of the Producer upon the recommendation of the Designer. When given, the title shall appear with the Assistant Designer's name in the usual and appropriate place in the program.

III. UNION SECURITY

It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those Employees who are not members of the Union on the execution date of this Agreement shall make application for membership in the Union within thirty-one (31) days after the commencement of their employment.

In the event that such a person is already a member, or is subsequently accepted for membership, and fails to tender to the Union membership dues and reasonable initiation fees, set in accordance with past practice and uniformly required as a condition of membership, the Employer shall terminate his or her employment within seven (7) calendar days following the receipt of a written demand from the Union requesting termination; provided, however, that the required dues and initiation fees have not been tendered prior to or during the notice period.

The Union agrees that it will indemnify the Employer against any damages sustained by

virtue of any action taken by the Employer, at the Union's request, pursuant to this paragraph.

IV. MINIMUM RATES

Effective January 1, 2003, employees in all design categories employed by the Employer shall be paid not less than the following fees and advances (herein referred to collectively as the "rates") for dramatic and musical productions and for any other type of theatrical production other than so-called concert presentations, which shall be covered separately in subparagraph (F) of this paragraph IV.

(A) Design Rates:

Scenic Design		01/01/03	01/05/04	01/03/05	01/02/06
Dramatic Single Set	Fee	\$7,230	\$7,338	\$7,485	\$7,635
	Advance	\$1,813	\$1,840	\$1,877	\$1,914
	Total	\$9,043	\$9,178	\$9,362	\$9,549
Dramatic Multi-Set	Fee	\$10,525	\$10,682	\$10,896	\$11,114
	Advance	\$2,322	\$2,357	\$2,404	\$2,452
	Total	\$12,847	\$13,039	\$13,300	\$13,566
Dramatic Unit W/Phases	Fee	\$13,153	\$13,351	\$13,618	\$13,890
	Advance	\$3,411	\$3,463	\$3,532	\$3,602
	Total	\$16,564	\$16,814	\$17,150	\$17,492
Musical Single Set	Fee	\$7,664	\$7,779	\$7,935	\$8,094
	Advance	\$1,922	\$1,951	\$1,990	\$2,030
	Total	\$9,586	\$9,730	\$9,925	\$10,124
Musical Multi-Set	Fee	\$25,121	\$25,498	\$26,008	\$26,528
	Advance	\$5,353	\$5,433	\$5,542	\$5,653
	Total	\$30,474	\$30,931	\$31,550	\$32,181
Musical Unit W/Phases	Fee	\$13,947	\$14,156	\$14,439	\$14,728
	Advance	\$3,616	\$3,671	\$3,744	\$3,819
	Total	\$17,563	\$17,827	\$18,183	\$18,547

Lighting Design		01/01/03	01/05/04	01/03/05	01/02/06
Dramatic Single Set	Fee	\$5,421	\$5,502	\$5,612	\$5,725
	Advance	\$1,360	\$1,381	\$1,408	\$1,436
	Total	\$6,781	\$6,883	\$7,020	\$7,161
Dramatic Multi-Set	Fee	\$7,894	\$8,012	\$8,172	\$8,336
	Advance	\$1,743	\$1,769	\$1,804	\$1,840
	Total	\$9,637	\$9,781	\$9,976	\$10,176
Dramatic Unit W/Phases	Fee	\$9,864	\$10,012	\$10,212	\$10,416
	Advance	\$2,558	\$2,596	\$2,648	\$2,701
	Total	\$12,422	\$12,608	\$12,860	\$13,117
Musical Single Set	Fee	\$5,748	\$5,834	\$5,951	\$6,070
	Advance	\$1,442	\$1,464	\$1,493	\$1,523
	Total	\$7,190	\$7,298	\$7,444	\$7,593
Musical Multi-Set	Fee	\$18,840	\$19,124	\$19,507	\$19,897
	Advance	\$4,015	\$4,076	\$4,157	\$4,240
	Total	\$22,855	\$23,200	\$23,664	\$24,137
Musical Unit W/Phases	Fee	\$10,458	\$10,614	\$10,827	\$11,043
	Advance	\$2,713	\$2,754	\$2,809	\$2,865
	Total	\$13,171	\$13,368	\$13,636	\$13,908

COSTUME DESIGN

Modern is defined as five (5) years either way of the then current date.

DRAMATIC: MODERN		01/01/03	01/05/04	01/03/05	01/02/06
1-7 Characters	Fee	\$5,285	\$5,364	\$5,472	\$5,581
	Advance	\$1,115	\$1,132	\$1,154	\$1,177
	Total	\$6,400	\$6,496	\$6,626	\$6,758
8-15 Characters	Fee	\$6,576	\$6,675	\$6,808	\$6,944
	Advance	\$1,705	\$1,731	\$1,765	\$1,801
	Total	\$8,281	\$8,406	\$8,573	\$8,745
Period Supplement 1-15	Fee	\$1,322	\$1,341	\$1,368	\$1,396
	Advance	\$202	\$205	\$209	\$213
	Total	\$1,524	\$1,546	\$1,577	\$1,609
16-20 Characters (each)	Fee	\$341	\$346	\$353	\$360
	Advance	\$42	\$42	\$43	\$44
	Total	\$383	\$388	\$396	\$404

Costume Design		01/01/03	01/05/04	01/03/05	01/02/06
21-30 Characters	Fee	\$9,202	\$9,340	\$9,527	\$9,717
	Advance	\$2,122	\$2,154	\$2,197	\$2,241
	Total	\$11,324	\$11,494	\$11,724	\$11,958
Period Supplement	Fee	\$1,974	\$2,004	\$2,044	\$2,085
	Advance	\$308	\$312	\$318	\$325
	Total	\$2,282	\$2,316	\$2,362	\$2,410
31-35 Characters (each)	Fee	\$341	\$346	\$353	\$360
	Advance	\$42	\$42	\$43	\$44
	Total	\$383	\$388	\$396	\$404
36 and over	Fee	\$11,832	\$12,009	\$12,250	\$12,495
	Advance	\$2,539	\$2,577	\$2,628	\$2,681
	Total	\$14,371	\$14,586	\$14,878	\$15,176
Period Supplement	Fee	\$2,626	\$2,665	\$2,718	\$2,773
	Advance	\$416	\$422	\$431	\$439
	Total	\$3,042	\$3,087	\$3,149	\$3,212
MUSICAL					
1-15 Persons	Fee	\$8,374	\$8,499	\$8,669	\$8,843
	Advance	\$2,021	\$2,051	\$2,092	\$2,134
	Total	\$10,395	\$10,550	\$10,761	\$10,977
16-20 (each)	Fee	\$412	\$418	\$427	\$435
	Advance	\$71	\$72	\$74	\$75
	Total	\$483	\$490	\$501	\$510
21-30 Persons	Fee	\$16,730	\$16,981	\$17,321	\$17,667
	Advance	\$4,059	\$4,120	\$4,202	\$4,286
	Total	\$20,789	\$21,101	\$21,523	\$21,953
31-35 (each)	Fee	\$412	\$418	\$427	\$435
	Advance	\$71	\$72	\$74	\$75
	Total	\$483	\$490	\$501	\$510
36 and over	Fee	\$25,121	\$25,498	\$26,008	\$26,528
	Advance	\$5,353	\$5,433	\$5,542	\$5,653
	Total	\$30,474	\$30,931	\$31,550	\$32,181

(B) Additional Weekly Compensation:

- (1) Each Designer shall be paid Additional Weekly Compensation ("AWC") commencing with the first public performance and continuing for the run of the production and for the entire run of each subsequent production and for the entire run of each touring production.
- (2)(a) MUSICALS - For musicals, the Producer shall have the option at contract signing to pay each individual Designer either:
 - (i) \$300 (January 1, 2003), \$325 (January 5, 2004), \$340 (January 2, 2006) Additional Weekly Compensation

or

 - (ii) 425% of the Weekly Net Operating Profit or \$250 (January 1, 2003), \$275 (January 5, 2004), \$290 (January 2, 2006) AWC, whichever is greater. Prior to recoupment, the foregoing payments shall be capped at a maximum of \$1,000 (January 6, 2003), \$1,100 (January 5, 2004), \$1150 (January 3, 2005) per week. In calculating these payments, a four week cycle shall be utilized. In addition, prior to recoupment, a production shall be permitted to amortize all or part of capitalization costs on a weekly basis and reduce contractual royalties, provided that the applicable minimum before taking amortization into account is paid.
- (2)(b) DRAMATIC - There shall be no requirement for a percentage of Weekly Net Operating Profit for dramatic productions. Each Designer shall be paid an AWC of no less than \$250 (January 1, 2003), \$275 (January 3, 2005) per week prior to recoupment for the term of this Agreement. Once the production has recouped its initial investment, the minimum AWC shall increase to \$300 (January 1, 2003), \$325 (January 3, 2005) in any week in which the Gross Weekly Box Office Receipts ("GWBOR") are 125% of the Weekly Breakeven or greater. In any post-recoupment weeks in which the GWBOR are between 110% and 125% of the Weekly Breakeven, the minimum AWC shall be \$275 (January 1, 2003), \$300 (January 3, 2005) per week. In any post-recoupment week in which the GWBOR are 110% of Weekly Breakeven or less, the minimum AWC shall be \$250 (January 1, 2003), \$275 (January 3, 2005) per week.
- (2)(c) WAIVER - A reduction of royalties below the applicable minimum may be made during losing weeks for up to a maximum of any six weeks (which need not be consecutive). However, it is agreed that in the event the reduction of royalty waivers are consecutive, the waivers shall not be for more than four consecutive weeks. In the event of a reduction of royalties, the Producer shall notify the Designer in writing and a copy of such notification shall be sent to the Union.
- (3) Each Designer shall be paid an AWC advance as set forth in subparagraph (A) of this paragraph IV. Such advance shall be worked off against applicable AWC payments, provided, however, that no part of such advance shall be refundable.
- (4) BENEFIT CONTRIBUTIONS ON AWC - Effective January 1, 2003, the applicable pension contribution shall be 5.2% of the AWC. The welfare contribution shall be 7.8% (January 1, 2003), 8.3% (January 5, 2004), 8.8% (January 3, 2005) and 9.3% (January 2, 2006) of the AWC. The combined weekly cap shall be \$70 (January 6, 2003), \$75 (January 5, 2004) and \$80 (January 2, 2006). Annuity contributions, to be made on the minimum additional weekly compensation due under Article IV(B)(2) above (i.e., not on any negotiated overscale), shall be .5% (January 5, 2004), 1% (July 5, 2004), 1.5% (January 3, 2005) 2% (January 2, 2006) 2 ¼% (December 31, 2006).

- (5) The AWC, minus applicable payroll and withholding taxes, shall be paid to the Designer. Pension and Welfare contributions shall be forwarded to the Union by separate check.

(C) Assistants:

- (1) All Assistants (Scenery, Costume, Lighting) hired pursuant to the provisions of the Agreement shall be employed at not less than the following salary to be paid weekly:

January 1, 2003	January 5, 2004	January 3, 2005	January 2, 2006
\$1,130	\$1,164	\$1,199	\$1,235

- (2) If an Assistant is on the road for less than five days, he or she shall be paid not less than the Daily rate listed in Article IV (C) (5) below, plus the per diem set forth in Paragraph (VI)(F).
- (3) If the work extends beyond four (4) weeks, the Assistant may be paid on a daily basis not less than the Daily rate listed in Article IV (C) (5) below.
- (4) Assistants may be employed on a daily basis for work on a small dramatic show which shall be defined as a single set show for Lighting and Scenic Design Assistants and a one to three character show for the Costume Design Assistant. They shall be paid not less than the Daily rate listed in Article IV (C) (5) below.
- (5) The Daily Rate for Assistant Designers shall, in each year of the Agreement, be not less than:

2003	2004	2005	2006
\$172	\$194	\$200	\$206

- (6) Effective January 1, 2004, at the commencement of the "load-in" of the scenery, costumes and/or lighting equipment into the theatre for the production, and with the prior approval of management (e.g. the Company Manager or the General Manager) if an Assistant Designer works on a 7th consecutive day in one workweek (Monday through Sunday) on the production he/she shall be compensated at a rate not less than 1 ½ times set forth in Article IV (C) (5) above for all work performed on such 7th consecutive day worked.

(D) Meal Breaks:

Effective January 1, 2004 at the commencement of the "load-in" of scenery, costumes and/or lighting equipment into the theatre for the production, the following meal provision shall apply for lunch and dinner. A meal break shall occur no later than the 5th hour. Designers and Assistant Designers may not work through a meal break without the approval of the Producer, but if so approved they shall receive a \$35.00 meal penalty. However, if the Producer provides a meal in the theatre for the Designers and Assistant Designers during the meal break, no penalty shall be payable.

(E) Subsequent Use:

- (1) If the original scenery, costumes or lighting is subsequently used by the Producer, without changes, no additional payment shall be made to the Designers.

The following are examples in which this paragraph will apply: if the Production moves from one theatre to another theatre in the same city, or the New York production closes and an additional Company is organized for presentation of the show in other cities.

- (2) If the original scenery, costumes or lighting is subsequently used by the Producer and additional work is required of the Designer to make the scenery, costumes or lighting available for such subsequent use, the Designer shall receive a daily payment for such work. The daily rate for additional work shall, in each year of the agreement, be not less than:

2003	2004	2005	2006
\$423	\$436	\$449	\$458

Prior to the commencement of such work, the Designer and Producer shall agree upon the number of days required to perform the work and a cash bond therefor shall be deposited with the Union. No daily payment shall be required for time spent in conferences preliminary to the commencement of such additional work.

The following is an example in which this paragraph will apply: the New York production closes and the scenery, costumes or lighting is used for an additional company, but work is required in order to make the scenery, costumes or lighting ready for such use.

- (3) For each character for whom a new costume design is required for an additional Company, the Costume Designer shall be paid in accordance with the fee schedule contained in paragraph IV(A). No daily payment shall be made under this paragraph.

The following is an example in which this paragraph will apply: the New York production closes and a new actor for an additional Company cannot use the original costume or costume design, whether or not modified, but, instead, will use a new costume requiring a new design.

- (4) If the original scenery, costumes or lighting is reproduced using original designs or design concepts, the Producer shall pay the Designer not less than one-half (1/2) of the design rate due under the original contract of said Designer, and such additional monies shall be set forth in a supplemental agreement filed with and approved by the Union. Depending upon the extent of work required to modify the designs for subsequent use, a daily payment may be made under this paragraph, but in no event shall such payment exceed 75% of the original fee, including the one-half design fee set forth above.

The following is an example in which this paragraph will apply: the New York production is running and an additional Company is opened which will utilize the original design or design concepts in reproducing the original scenery, costume or lighting.

- (5) If an additional Company utilizes new scenery, costumes or lighting without using the original designs or design concepts, the Producer and Union agree that a new design agreement will be entered into and filed with the Union in accordance with the terms of this Agreement.

- (6) If the Producer, sells, leases or licenses his or her rights to a production to another Producer which specify the use of the Designer's original designs, the original Producer shall notify the Union and the Designer of such negotiations for sale, lease or license. At no time shall the use of the Designer's original designs be

included in the negotiations without such notice and the subsequent Producer shall be responsible for any applicable payments due the Designer.

- (7) If the Producer sells or rents sets or costumes for a theatrical use, then the Designer will receive ten (10%) percent of the sale or rental price as a buyout, provided AWC does not continue to apply. In the event the Designer receives a weekly AWC, no ten (10%) percent payment will be required. This buyout does not affect any rights the Designer may have under other provisions of this Agreement nor does it confer on the purchaser or renter any right to subsequently reproduce the Designer's designs without the permission of the Designer. The Union and the Designer will be notified by the original Producer at the time of sale or rental of the sale price or rental fee and the identity of purchaser or renter. The purchaser or renter shall be notified of the limitations contained in this paragraph. The foregoing paragraph shall not apply if AWC continues to be paid.

(F) Concert Presentations

- (1) This paragraph (F) shall establish the terms and conditions that shall apply to concert presentations whether musical or dramatic.

It is, however, understood that certain dramatic concert presentations shall not be covered by this paragraph while others shall be. By way of example the parties agree that the productions of Darrow (Henry Fonda) and Will Rogers U.S.A. should not be covered by this paragraph (F) but should be covered by the general provisions of this Agreement while the Hal Holbrook production of "Mark Twain" should be covered by this paragraph (F).

It is further understood that the number of persons in the concert presentation shall not be a factor in determining whether the provisions of this paragraph apply to the presentation.

- (2) When a concert presentation is brought to Broadway, it must be established that it is a bona fide pre-existing concert presentation in which event no fee shall be required under this agreement. If any additional work is required a mutually negotiated fee shall be agreed upon.

However, if the concert presentation is prepared solely for the purpose of making its appearance on Broadway, or Broadway prior to a road show the provisions of this paragraph (F) shall apply.

- (3) This paragraph (F) shall apply only to concert presentations of five or more performances. Concert presentations of four or less performance shall not, in any way, be subject to any of the terms of this Agreement, unless the Producer agrees otherwise.
- (4) No fee shall be required for draperies, unpainted scrim, bandstands or lecterns unless work therefor is actually required by a Designer, in which event the fees provided in this paragraph (F) shall apply.
- (5) Where work is actually required in any design category, the following minimum fees shall be paid for that category:

(a)	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
	\$3,948	\$4,008	\$4,088	\$4,170
Advance	<u>887</u>	<u>900</u>	<u>918</u>	<u>936</u>
Total	\$4,835	\$4,908	\$5,006	\$5,106

for presentations in the following theatres or in new or renovated theatres of comparable size: Broadway, Richard Rodgers, Imperial, Lunt-Fontanne, Majestic,

Marquis, Minskoff, Palace, St. James, Shubert, Gershwin and Winter Garden.

(b) All other theatres:

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Advance	\$2,378	\$2,414	\$2,462	\$2,511
	<u>631</u>	<u>641</u>	<u>654</u>	<u>667</u>
Total	\$3,009	\$3,055	\$3,116	\$3,178

(c) Pension and Welfare contributions shall be paid on all work performed.

- (6) The parties agree to establish a standing committee to review on an ongoing basis the operation of this paragraph (F). The Committee shall consist of six members, three to be designated by each party. The League and the Union shall approve each other's designations. Such approval shall not be unreasonably withheld.
- (7) In the event of a disagreement over the interpretation or application of paragraph (F), the parties agree to submit such disagreement to expedited final and binding arbitration in the manner hereafter described.

The following arbitrators shall be appointed to hear and determine disputes arising under this paragraph (F). Selection of the arbitrator shall be per Article XIII(C).

Upon written notice from one party to the other the arbitrator next in line shall be notified of an existing disagreement. A hearing on the matter shall be conducted within 72 hours of such written notification and an Award, without opinion, shall be rendered within 24 hours after said hearing. An opinion may be requested by either party, but said opinion may be rendered after the Award. In order to permit an expeditious handling of the matter, briefs shall not be filed.

In the event none of the arbitrators is available, the disagreement shall be submitted to final and binding arbitration under the then applicable rules of the American Arbitration Association for expedited arbitration of labor disputes.

V. INDIVIDUAL AGREEMENTS

- (A) An individual agreement must be signed by the Producer and the Designer for Scenic Design, for Costume Design, for Lighting Design and for Assistant Designers.
- (B) All individual agreements must be signed and filed in triplicate with the Union for approval after the Producer and the Designer have executed same. The Designer shall refrain from commencing any work whatsoever until said agreement has been approved in writing by the Union. No agreement between a Designer and the Producer shall become binding or effective for any purpose nor shall the Designer be bound or liable thereunder until the said agreement has been so approved in writing by the Union.

It is recognized that the standard practice of preliminary discussions between a Designer and a Producer prior to employment relating to the possibility of employment do not constitute a violation of this Agreement.

- (C) All terms and conditions of the Designer's and Assistant Designer's engagements which are not specifically required by this Agreement, including but not limited to all compensation in excess of the minimums specified in this Agreement, shall be fully set forth in the individual agreement (and, if applicable, in any riders thereto) which must be signed and filed for approval with the Union.
- (D) In the event the Designer is not a member of the Union and has applied for membership therein, the Union (1) will not withhold approval of the agreement on the grounds of said Designer's non-membership, (2) will approve the agreement where the provisions of this

Agreement are adhered to, and (3) will be deemed to have approved the agreement unless the Producer receives written notice to the contrary within ten (10) days after the filing thereof.

VI. PAYMENT

- (A)** At the time the individual agreement is filed with the Union, the Producer shall deposit with the Union a cash bond in an amount equal to twenty-five (25%) percent of the design rate (including advance on AWC) payable to the Designer or \$4,000 whichever is greater. The remaining seventy-five (75%) percent shall be deposited with the Union when painting or construction of sets commence in the shop (exclusive of mock-ups or tests) or the first day of full cast rehearsal, whichever occurs first.

Payments made pursuant to Article VI(A) of the Agreement shall be minus all applicable payroll and withholding taxes, which shall be made by the Employer.

- (B)** The Union will pay from the bond to the Designer his monies, which shall become due and payable, in the following manner:
- (1)** Not less than twenty-five (25%) percent of the design rate or \$4,000 whichever is greater on the execution and filing of the individual agreement.
 - (2)** Twenty-five (25%) percent of the design rate when painting or construction of sets commence in the shop (exclusive of mock-ups or tests) or the first day of full cast rehearsal, whichever occurs first.
 - (3)** Twenty-five (25%) percent of the design rate on the first public performance.
 - (4)** The balance shall be paid on the official New York opening or road tour opening, whichever is applicable.
- (C)** If the opening date of the production is postponed, the payments set forth in paragraph (B) shall be made as provided with the same force and effect as if the production had been carried out and opened on the originally named date so long as the Designer shall have completed the necessary working drawings and color sketches or plots (sets, costumes or lighting). If the opening is postponed for four (4) weeks or more, the Designer shall perform the remaining services only so far as the Designer's contractual commitments permit.
- (D)** In the event the production is abandoned prior to the first public performance and the Designer shall have completed the necessary working drawings and color sketches or plots (sets, costumes or lighting) the Designer shall receive three quarters (3/4) of the originally agreed upon payment.
- (E)** In the event the production is abandoned and the Designer has not completed the designs agreed upon, the Designer and the Producer shall attempt to fix the remaining payment due, but in no event shall the Designer receive less than one-half (1/2) of the originally agreed upon payment.
- (F)** The Producer agrees to provide the Designer and Assistants, if any, with round trip transportation expenses on a first class air carrier or rail carrier whenever the Designer or Assistant is required by the Producer to travel outside of New York City in connection with the services hereunder. The Producer further agrees to pay to the Designer not less than the sum of \$215 (2003) per day, \$220 per day (2004, 2005); \$225 per day (2006); and to the Assistant \$180 (2003) per day, \$185 per day (2004, 2005); \$190 per day (2006) for living expenses for each and every day that the Designer and/or Assistant is required by the Producer to be outside of New York City in connection with the production.

- (G) The Producer agrees to reimburse the Designer and Assistant(s), for all authorized out-of-pocket purchases made for the production, and for authorized work transportation involved in New York and out-of-town. Furthermore, when a Designer or Assistant Designer is required by the Producer or its representative to travel beyond New York City and return in the same day, and the destination(s) is more than 100 miles from Columbus Circle, such a Designer or Assistant Designer shall be paid a per diem stipend of not less than \$35.00 per day for meals and other personal expenses

VII. OTHER USE OF DESIGNS

- (A) The Producer shall not have the right to assign, lease, sell, license or otherwise use, directly or indirectly, any of the designs and/or settings, costumes or lighting for use in motion pictures, TV cassettes, television, live broadcasts, simulcast, tapes or film, film cassettes or any other use whatsoever, except as specified in this Agreement, without the prior written approval of the Designer and without negotiating with the Designer for such use.
- (B) Where the designs in this Agreement and/or any settings or parts of settings, costumes or parts of costumes, or lighting are used for reproduction for television broadcasting (whether live, filmed or any other process) the Producer shall agree that prior to such use he or she will deposit in the office of the United Scenic Artists a cash bond in a sum equal to the following amounts in full consideration for such use:

For any single use in any closed-circuit television or subscription television (whether by closed-circuit or air broadcast) the amount of the Designer's fee for those designs actually used shall be negotiated on a case-by-case basis; in commercial (free air broadcast) television, fifty (50%) percent of the Designer's original design rate for those designs actually used; and in non commercial (free air broadcast, such as PBS) thirty-five (35%) percent of the Designer's original design rate for those designs actually used. The television rights granted under this provision are limited to a single broadcast and no rights are granted beyond this initial broadcast (except for PBS when the broadcast rights shall be limited to one week following the initial broadcast) nor is any right granted herein to reproduce said television broadcast or showing by means of film, electronic tape or other means, except upon written agreement with the Designer and upon payment of the monies for each broadcast as provided herein. If used for promotional purposes and no one connected with the production is paid (other than actors at the applicable actors' union minimum), no payment shall be made to the Designer. It is agreed that no payments shall be due or be made for the Tony Awards.

VIII. ALTERATIONS

The Producer shall not alter nor permit anyone to alter or make substitutions for the settings or properties or costumes or lighting plot or lighting cues after the official New York opening without the Designer's consent.

IX. IMPORTATION AND TRANSFERS

- (A) Importation of foreign scenery or scenic designs, lighting designs, or costumes or costume designs shall be permitted. If work is not required to make the scenery, costumes or lighting ready for Broadway, a Designer need not be employed. Whether work is required shall be determined by the Committee established under paragraph IV(E)(6). If the Committee determines that work is required, the Committee shall also determine the rate of compensation to be paid the Designer employed to perform the necessary work. The Producer must notify the League as soon as possible prior to the anticipated importation. The Committee shall meet within 14 days of such notice and shall make its determination(s) within 7 days after meeting. The determination(s) of the Committee shall be final and binding. The Committee's determination(s) shall be made by a majority vote of at least five members of whom at least two each shall be League appointees and Union appointees.

- (B) Notwithstanding the above, the Union may inform the League that it objects to a proposed importation provided the Union so advises the League within 7 days after receipt of the importation notice contained in subparagraph (A) and provided further that the objection is based on an allegation by the Union that the Producer is importing scenery or scenic designs for the purpose of avoiding the application of this Agreement. In the event of such an objection, a dispute shall be deemed to exist between the League and the Union with respect to the right of the Producer to engage in importation and such items shall not be imported for use in any Broadway production until said dispute shall have been determined by arbitration as provided in paragraph IV(E)(7) of this Agreement.
- (C) The Producer will be entitled to a credit against the basic fee for a previous fee(s) paid to a Designer if the previous fee(s) was paid under a USA Local 829 agreement.

The Producer will receive a credit of up to 100% when there is little or no work required to adapt the Sets, Costumes and/or Lighting for the new production. The daily rate will be paid for any work required, including supervision in the theatre. There will in every case where a credit is applied against the basic fee be a minimum of 2 days daily rate paid. The option of either claiming the credit, and paying the daily rate for any work required in the transfer, or of paying the basic fee rests with the Producer. In either case the Standard Individual Design Contracts must be filed, and if a credit is claimed it shall be therein detailed. Credit can be claimed against the basic fee, not against the advance of AWC.

X. BILLING

The Producer agrees to give the Designers billing on the theatre house boards, the theatre program and in the initial New York City display advertisements and in other subsequent New York City newspaper display ads of like content prior and subsequent to the New York opening. Moreover, billing shall also be given to the Designers on window cards and three (3) sheets where billing is given to any other creative participant in a production other than the author, starring actors, directors, and star choreographers. Should the Producer give billing to more than two (2) of the four (4) categories mentioned, billing must be given to the Designers in the case of musical productions. In dramatic productions the Producer shall not give billing to more than two (2) of the aforesaid categories without giving billing to the Designers.

The size of billing and format shall be negotiated between the Producer and the Designer, except that under no circumstances shall the billing be less than clearly legible in relation to the use of the medium. (The League and the Union will meet to establish acceptable and non-acceptable examples of legibility). The Designer's credits shall be of equal size with each other, shall be grouped together and be placed in the traditional position in relation to the director or choreographer of a musical show and to the director of a dramatic show.

The Producer agrees to display the United Scenic Artist Union emblem in the New York Playbill listing section.

XI. CHECK-OFF

The Producer will provide for dues check-off, provided the Designer executes a lawful authorization form instructing the Producer to do so.

XII. TRUST FUNDS

- (A) The Producer shall make the following contributions to the United Scenic Artists Pension and Welfare Funds and the IATSE Annuity Fund, and shall be bound by the Agreements and Declaration of Trust establishing such Funds:

(1) Designers

- a. Effective January 1, 2003 the Employer shall make a contribution in an amount equal to 5.2% of the gross earnings of each Designer employed under this Agreement to the Pension Fund of United Scenic Artists (or such lawfully constituted, tax exempt successor fund as may be designated by the Union).
- b. Effective January 1, 2003 the Employer shall make a contribution in an amount equal to 7.8% (8.3% effective January 5, 2004; 8.8% effective January 3, 2005; and 9.3% effective January 2, 2006) of the gross earnings of each Designer employed under this Agreement to the Welfare Fund of United Scenic Artists, or such lawfully constituted, tax exempt, successor fund as may be designated by the Union.
- c. Combined pension and welfare payments shall have an annual cap of \$4,500 (\$4,600 effective 2004; \$4,700 effective 2006) for each Designer exclusive of the contribution made pursuant to Article IV (B) (4). The above payments shall not be calculated or paid on any monies paid as an advance on AWC, on which the Pension and Welfare shall be calculated as per Article IV(B)(4).

(2) Assistants

Effective January 1, 2003, for each week worked, 5.2% of wages earned shall be contributed to the United Scenic Artists Pension Fund (or such lawfully constituted, tax exempt successor fund as may be designated by the Union) on behalf of Assistants.

Effective January 1, 2003, for each week worked 7.8% of wages earned (8.3% effective January 5, 2004, 8.8% effective January 3, 2005 and 9.3% effective January 2, 2006) shall be contributed for health benefits on behalf of Assistants to the United Scenic Artists Welfare Fund or any such lawfully constituted, tax exempt, successor fund as may be designated by the Union.

(3) Annuity Fund

On behalf of each person employed under this Agreement, the Employer shall make a contribution in an amount equal to a percentage of the minimum scale earnings of each Employee (i.e., not on any negotiated overscale) to the I.A.T.S.E. Annuity Fund as follows: On January 5, 2004 of the Agreement, the percentage shall be set at ½%; on June 28, 2004 of the Agreement, the percentage shall be set at 1%, on January 3, 2005 of the Agreement, the percentage shall be set at 1 ½%; on January 2, 2006 of the Agreement, the percentage shall be set at 2%; and on December 31, 2006, the percentage shall be set at 2 ¼%. With regard to designer fees, "minimum scale earnings" shall be the rates in Article IV(A), Article IV(E)(2) for daily rates, and Article IV(E)(7) for sales or rental. With regard to Assistant Designer weekly wages, "minimum scale earnings" shall be the rates in Article IV (C)(1) and (C)(5). The above payments shall not be calculated or paid on any monies paid as an advance on AWC, on which the Annuity shall be calculated as per Article IV(B)(4). With regard to Additional Weekly Compensation, "minimum scale earnings" shall be the minimum scale AWC due under Article IV (B) of the Agreement.

(B) The above amounts shall be the maximum contribution by the Producer on behalf of the Producer's production.

(C) Said Trust Funds shall be separately and independently established under an Agreement and Declaration of Trust, which the parties hereto shall enter into for such

purpose. It is understood and agreed that such funds will be subject to all requirements of law and that the administration thereof will be by Trustees, an equal number of whom shall be designated by contributing Employers' and Employees' representatives.

- (D) The full pension and welfare contributions for Designers and Assistants shall be due and payable to the respective Funds upon the filing of the separate production agreements and the Employer shall complete and file a statement, on a form supplied by the Fund, which shall be simultaneously delivered to the Union.
- (E) Effective on the date of ratification, should there be any additional companies presented by the Producer and/or its Licensee, there shall be an initial remittance to the United Scenic Artists Pension & Welfare Funds in the amount equal to 5.5% of the design fee for the subsequent production, including advance, and a weekly payment of \$20.00 (January 1, 2003), \$25.00 (effective January 5, 2004) into the Pension & Welfare Funds on behalf of each Designer. Contributions shall be distributed 50% to Pension and 50% to Welfare.
- (F) It is a condition of the contribution herein above set forth that the same shall be deductible as a business expense by the Employer under the provisions of the Internal Revenue Code as it now exists or hereinafter be amended.

XIII. ADJUSTMENT OF DISPUTES

Except as otherwise provided in this Agreement, adjustment of all complaints, disputes, controversies and grievances of any kind or nature arising between the Employer and the Union concerning the interpretation, operation, application or performance of the terms of this Agreement, or any complaint, dispute, controversy, or grievance involving a claimed breach of any of the terms or conditions of this Agreement, shall be undertaken in accordance with the following procedure:

- (A) Step 1: The grievance shall be submitted to the Business Agent of the Union or his or her designated representative and the Employer or its authorized representative within thirty (30) calendar days of its occurrence or when the party had knowledge thereof, whichever is later. If no settlement is thereafter reached within thirty (30) calendar days, the grievance may be submitted for further discussion in Step 2.
- (B) Step 2: If the grievance is not settled as provided in Step 1, either party may refer the matter to a League-USA Local 829 industry grievance committee, which shall consist of three Employer and three Union representatives. The grievance committee shall make best efforts to convene within (15) business days of the referral. In rendering a decision, the League and Union representatives shall each cast, in the aggregate, one vote. A decision of the Committee shall be final and binding on the parties only if by majority vote. If the grievance is not resolved within thirty (30) calendar days of the convening of the committee, either party may submit the grievance for final and binding resolution as set forth in Step 3.
- (C) Step 3: If the grievance is not resolved pursuant to Step 2, either party shall have the right to refer the matter to final and binding arbitration. The arbitration shall be conducted in accordance with the then applicable labor arbitration rules of the American Arbitration Association, with the understanding that the following arbitrators shall be appointed to hear and determine disputes arising hereunder. Selection of the arbitrators shall be on a rotational basis. The arbitrators are Maurice Benewitz, Carol Wittenberg, Martin Scheinman, George Nicolau and Howard Edelman. The decision of the arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof. After every second year of this Agreement, either party on sixty (60) days written notice, may request a change in the identity of the permanent arbitrators. In the event the parties do not, within sixty days, agree upon new permanent arbitrators, the then applicable Voluntary Labor Arbitration Rules of the

American Arbitration Association shall apply.

- (D) It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.
- (E) The cost of the arbitration shall be shared equally by both parties or in such other manner as the arbitrator may direct.
- (F) Anything to the contrary notwithstanding, any party to a dispute or complaint may waive the grievance and arbitration provisions set forth above in any of the following circumstances:
 - (1) Whenever a violation of the provisions of Paragraph III of this Agreement shall be alleged; or
 - (2) Whenever a violation of the provisions of Paragraph XV(F) of this Agreement shall be alleged; or
 - (3) Whenever the provisions of Paragraph XIV are invoked.
 - (4) Whenever a violation of the provisions of Paragraph V: Individual Agreements shall be alleged (provided that a Producer has not tendered an Individual Agreement to the Designer on a Union *cover sheet*, or provided that such Individual Agreement, having been tendered by a Producer, is not being withheld from completion by a Designer or the Designer's agent).
- (G) Upon any waiver as provided above, such dispute or complaint shall be referred to arbitration immediately in the following manner:
 - (1) Such dispute, complaint or grievance shall be asserted by notice in writing and shall be delivered to the other party either by hand, registered mail or telegram. A copy of such notice shall be sent simultaneously to the American Arbitration Association.
 - (2) The American Arbitration Association shall appoint one of the agreed-upon arbitrators to hear and determine the dispute. If none of the arbitrators on such permanent panel are immediately available for such arbitration, the arbitrator, in such case, shall be appointed by the American Arbitration Association.
 - (3) Such dispute, complaint or grievance shall be submitted to arbitration within 24 hours after receipt of notice by the American Arbitration Association and the award shall be issued not later than 48 hours after the conclusion of the hearing.
 - (4) The award of the arbitrator shall be in writing and may be issued with or without opinion. If any party desires an opinion, one shall be issued, but its issuance shall not delay compliance with and enforcement of the award.
 - (5) The failure of any party to attend the arbitration hearing as scheduled and noticed by the American Arbitration Association, shall not delay said arbitration and the arbitrator is authorized to proceed to take evidence and issue an award as though such party were present.
 - (6) The award of the arbitrator shall be final and binding on all the parties. The cost of the arbitration shall be shared equally by the Employer and the Union.
- (H) All notices of arbitration shall be sent to the disputing parties and to the League and Union.

XIV. DISCHARGE

- (A)** The Employer retains the right to discharge for just cause. In the event of a desire to discharge, the Employer shall notify the Union in writing in advance of such desire to discharge.
- (B)** In the event of a disagreement between the Union and the Employer as to the discharge, it shall be submitted to arbitration according to the provisions of this Agreement.

XV. GENERAL PROVISIONS

- (A)** The Designer and the Producer may negotiate for any additional provision or payment of monies providing that such provisions shall in no way lessen, abrogate or contradict any of the terms herein. Such provisions shall be placed on a Rider to this Agreement and shall be deemed a part hereof.
- (B)** It is agreed that the obligations of the Designer and the Producer are subject to delays due to strikes, accidents, acts of God, fire or other causes beyond the control of the Designer.
- (C)** It is agreed that neither the Designer nor the Producer is responsible for damages resulting through failure or inability of contractors, builders or painters to carry out the execution of the designs and plans prepared by the Designer.
- (D)** It is agreed that the title to all drawings, designs and specifications prepared by the Designer under this Agreement shall at all times belong to and be the property of the Designer, who, however, may only use the same for exhibition or use other than sale for use in another production. The Producer and the Designer may agree, if they so desire, to share in the proceeds of any sale of same to a gallery.
- (E)** The Designer agrees not to demand and/or accept any commissions, compensation, gift, remuneration or payment of any kind whatsoever from persons, firms or corporations employed or engaged in carrying out any work in connection with the said production, except if payable as herein before provided, and such demand or acceptance shall constitute justifiable grounds for immediate discharge.
- (F)** During the term of this Agreement, neither party nor its members shall engage in any type of strike, picketing, slowdown or lockout against the other party or its members. Any violation of this provision shall be deemed to be material breach of the entire contract.
- (G)** It is agreed that the original Designer shall have the right of first refusal for any subsequent reproduction of the Company by the original Producer. The Designer shall be given a minimum of two (2) weeks to decide. In the event the original Designer declines to perform the work, the Producer shall select a substitute Designer subject to the approval of the original Designer, which shall not be unreasonably withheld. The fee of the original Designer shall be reduced by the amount of the fee paid to the substitute Designer.
- (H)** In the event a Producer has previously defaulted on any financial obligation under this agreement, the Union shall have the right to require the Producer to deposit with it for the next production of said Producer security in the form of cash, bond or any other assets of a negotiable nature equal to ten (10) weeks of the minimum guaranteed AWC with interest credited to the Producer. Any dispute regarding the foregoing shall be taken up with the League.

XVI. LIABILITY

- (A) Producer acknowledges that Designer is responsible for the visual aspects of the production only, and it is understood that the specification of Designer's designs relate solely to the appearance of the design and not to matters of safety. Designer agrees to make prompt correcting alterations to any specifications found to be incompatible by the Producer with proper safety precautions.
- (B) Producer will indemnify, defend, save and hold the Designer, his heirs, executors, administrators and assigns harmless from and against any and all liability, charges, costs, expenses, claims and/or other loss, including reasonable attorney fees, whatsoever which they may suffer by reason of the designs furnished hereunder.
- (C) Producer agrees to carry comprehensive general liability insurance applicable to any claims that might arise due to any work performed under this Agreement. Designer shall be furnished with a copy of certificate of such insurance.

XVII. NO DISCRIMINATION

The Employer shall not discriminate with regard to hiring or other conditions of employment because of race, age, sex, sexual orientation, creed, color, national origin or union activities.

XVIII. SAVING CLAUSE

If any term, provision or condition of this Agreement is held to be unlawful, illegal or in violation of law in a final judgment, the parties will confer in an effort to agree upon suitable substitutions therefor, and if they fail to agree, the same shall be considered a grievance and submitted to arbitration in accordance with the arbitration provisions hereof. The arbitrator in such arbitration shall be instructed by the parties hereto that it is their intention that in such event the essence and spirit of the provisions so held illegal are desired to be retained to the extent permitted by law. Therefore, if any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

XIX. ADMISSION TO PREMISES

The Union Business Representative or his or her Assistant shall be permitted to visit theatres where Designers or Assistants are working provided reasonable advance notice is given and work is not disrupted.

XX. RELATED EMPLOYERS

This Agreement shall, with respect to the design work now or hereafter covered hereunder, be binding on the Employer and any Principal of the Employer and shall so continue, jointly or severally, to be binding, notwithstanding any modifications, reorganization, merger, liquidation, insolvency proceeding or bulk sales of the Employer or the withdrawal by any Principal to continue business in the covered industry as Principal with a substantial interest or salary. 'Principal' means any officer or director or a substantial stockholder of a corporate Employer or a partner of a partnership Employer, or a sole proprietorship.

XXI. MODIFICATION

It is specifically understood that this Agreement may not be modified without the joint consent of the Union and the Employer.

XXII. SUCCESSORS & ASSIGNS

Except as otherwise provided in this Agreement, this Agreement shall be binding upon the successors and assigns of the Employer. In the event that the Employer should sell, assign, transfer, or otherwise dispose of his or her business, the Employer agrees to notify the Union of his or her intention to do so at least thirty (30) days prior to said transfer or assignment; and the Employer further agrees not to sell, assign, or transfer such business unless and until the purchaser, assignee or transferee should first have accepted and assumed in writing all of the terms and provisions of this Agreement and shall have agreed to continue in full force and effect all existing rights and interests of the Employees.

XXIII. NOTICE

Any notice provided for in this Agreement shall be given to the Union at its headquarters, 29 West 38th Street, New York City, and to the Employer and League at its place of business.

XXIV. ENDANGERED THEATRES

The following theatres named below will be designated by the parties as Endangered Theatres:

WALTER KERR
BELASCO
NEDERLANDER
LYCEUM

The Designers working under the conditions of the Endangered Theatres agreement may agree to a reduction of 25% of the applicable rate.

XXV. DURATION AND RENEWAL OF AGREEMENT

This Agreement shall continue in full force and effect until December 31, 2006, and shall automatically be renewed from year to year thereafter, unless notification be given in writing by either party to the other, by registered mail, at least sixty (60) days prior to the expiration of this Agreement, that changes in the Agreement are desired.

IN WITNESS WHEREOF, we have hereunto set our respective hands and seals.

THE LEAGUE OF AMERICAN THEATRES AND PRODUCERS, INC.

BY: _____
Seth Popper
Director, Labor Relations

Date

UNITED SCENIC ARTISTS, LOCAL 829

BY: _____
Michael W. McBride
Business Agent

Date

UNITED SCENIC ARTISTS, LOCAL USA829

29 West 38th Street, 15th Floor

New York, NY 10018

Tel: 212-581-0300

Fax: 212-977-2011

THE LEAGUE OF AMERICAN THEATRES & PRODUCERS, INC.

226 West 47th Street

New York, NY 10036

Tel: 212-764-1122

Fax: 212-921-3254