



AGREEMENT
by and between
UNITED SCENIC ARTISTS
and the
LOS ANGELES OPERA

Scenic, Costume, Lighting, Projection and Sound Design

July 1, 2008

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LOS ANGELES OPERA AGREEMENT

SCENIC, COSTUME, LIGHTING, PROJECTION AND SOUND DESIGN AGREEMENT

I. Scope

- A. This Agreement covers Scenery, Costume, Lighting, Sound, and Projection, Designer(s) (hereafter referred to as "Designer") and their Assistants and Apprentices (hereafter referred to as "Assistant" or "Apprentice") as defined in Article V represented by United Scenic Artists, Local USA-829, International Alliance of Theatrical and Stage Employees (hereafter Union) as their sole collective bargaining agent and the Los Angeles Opera Company (hereafter "Opera Company" or "Employer"). Except as otherwise mutually agreed, it does not cover staff assistants hired by the Employer who work for the Employer on a seasonal basis. Sound and Projection Designers are to be engaged at the sole discretion of the Opera based on the requirements of the Production.
- B. This Agreement shall define minimum wages and working conditions for live stage productions presented by the Opera Company and be in full effect from July 1, 2008 to June 30, 2013
- A. It is the intent of this Agreement to establish a creative, safe, and financially sound work environment for both the Members of United Scenic Artists and the Opera Company. The Union and the Opera Company agree that this covenant is an attempt to fairly define minimum wage and working standards.
- B. This Agreement shall not apply when Employer rents or purchases settings or costumes from any second party, except as provided in other USA collective bargaining agreements.
- E. This Agreement shall not apply to workshop productions or educational (school) or outreach productions.

II. Recognition and Union Warranty

The Opera Company recognizes the Union as the exclusive collective bargaining agent for the Designers and their Assistants and Apprentices subject to the provisions of Section 9(a) of the Labor Management Relations Act of 1947, as amended. The Union warrants that it represents and will continue to represent during the term of this Agreement for collective bargaining purposes, a majority of the Employees in the bargaining unit described herein.

III. Union Membership

- A. During the term of this Agreement, except where noted below or where restricted by state law, the Opera Company will employ only such persons who are members in good standing of the Union when hiring positions covered by this Agreement.
- B. Designers or Assistants who are not members of the Union will, on designing or assisting on a second (2nd) production for the Los Angeles Opera, be required to make application for Union membership. Said application shall be made on or before the 30th day following the date of the 2nd hire. The Opera Company will file all Cover Sheets with the Union.
- C. If the Designer or Assistant wishes to apply for membership before the requisite two (2) productions, the Company and/or the Employee may petition the Union for membership and consideration shall not be unreasonably withheld.
- D. In each and every Los Angeles Opera production season that is covered under this Agreement, certain design positions may be excluded from coverage hereunder. Prior to the beginning of each season, the Employer is obligated to notify the Union of the number of the design positions that will be excluded from coverage hereunder. The Union's agreement with respect to the Employer's choice of excluded positions shall not be unreasonably withheld. The Union may request a meeting with the Employer to discuss how the determination was made. This provision shall not apply to members in current good standing with the Union, or to circumvent a lapsed member's financial obligation to the Union.
- E. The above provisions shall govern provided:
 - 1. Nothing in this Agreement shall be construed to require the Opera Company to cease employing or refrain from employing any person if the Opera Company has reasonable grounds for believing that:
 - a) Membership in the Union was not available to him/her on terms and conditions generally applicable to other members, or,
 - b) Membership in the Union is denied or terminated for reason other than his/her failure to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.
 - 2. At the Opera Company's option, a staff position may be made available for a Union Apprentice.

- a) This position shall be filled by a person approved by the Union Apprentices Program and the Opera Company and shall be subject to the rules and regulations of the Union Apprentices Program.
- b) In case this option is exercised, where needed, a separate position will be established for each design category.

IV. Discrimination

- A. No Union Member shall be dismissed or otherwise penalized by the Opera Company for fulfilling his/her obligations to United Scenic Artists, Local USA-829, International Alliance of Theatrical Stage Employees
- B. Neither the Union nor the Opera Company will intentionally discriminate against anyone because of his/her age, race, creed, sex, color, nationality, disability, or sexual orientation. Work described in this Agreement will not be used in any venue where discrimination is practiced against performers or patrons in any manner.

V. Description of Duties

A. **The Designer**

1. Will supply necessary specifications and visual representations to enable realization of the design within the parameters of the budget and schedule prepared by Los Angeles Opera, and physical limitations of the Opera Company's venue(s). Any terms and conditions above the minimum as set forth herein shall be indicated in a rider and attached to the Cover Sheet filed with the Union.
2. The Designer's obligation shall terminate with the first paid public performance. If additional work or time (other than normal notes) is required of the Designer or his/her Assistants after the first performance to redesign or approve changes to scenery, costumes, lighting, sound, or projections, they shall receive the day rate compensation listed in Appendix "A".
3. Will work under the direction of the Employer and Director within the established budget and artistic expectations of the production.
4. Will agree not to contract for outside equipment, materials, or services in the name of the Opera Company without advance permission.
5. Will work with Employer's designee to develop a reasonable archival record of the production at Employer's expense.

B. Definitions

1. Scenic Designer

Shall design the set(s) and render the following services, as needed:

- c) Complete a white model(s) of the set(s) to scale; and/or provide color renderings and/or elevations as necessary.
- d) Supply, by the dates specified on the Cover Sheet, designers' elevations and specifications for construction with color schemes or color elevations for the Scenic Artists.
- e) Design, select and/or approve properties, including draperies and furnishings.
- f) Be available to the technical staff on prearranged dates to coordinate the building and painting of sets and properties.
- g) Design and/or coordinate special scenic effects, including consultation with the Lighting Designer and/or Projection Designer on slides and projections.
- h) Participate in scenic, lighting, technical and dress rehearsals.
- i) Subject to Designer's schedule restraints, participate in a revival or rental of a production he/she has designed if requested by the using company.

2. Costume Designer

Shall design or coordinate costumes and render the following services as needed:

- b) Provide a costume plot, sketches of costumes, color scheme, etc. as necessary.
- c) Approve samples of materials, ornaments and other costume related detail.
- d) Design, select or approve all costume accessories.
- e) Design, select and approve the coordination of all contemporary costumes, including selections from the performer's personal wardrobe when necessary.

- f) Select and approve appropriate costumes from company stock or rental sources and approve their adaptation.
- g) The Designer or the Assistant Designer will attend all fittings whenever possible and approve alterations.
- h) Participate in relevant rehearsals to ensure the integrity of the costume design in relation to set and lighting design and advise on and/or approve necessary alterations of the costumes, accessories, etc.
- i) Approve hairstyles, wigs, hairpieces, beards, mustaches, prosthetic devices and makeup.
- j) Subject to Designer's schedule restraints, participate in a revival or rental of a production he/she has designed if requested by the using company.

3. **Lighting Designer**

Shall design the lighting and render the following services as needed:

- a) Provide a full equipment list and light plot, drawn to scale, showing type and position of all instruments and effects necessary to accomplish the lighting design, using best efforts to use equipment readily available in the United States.
- b) Provide a color plot.
- c) Provide a control plot/hook up detailing the required number and capacity of control channels and the allocation of instruments and special effects to each channel.
- d) Coordinate and plot special lighting effects and/or other special effects under the jurisdiction of the Electrical Department including scenic effects, slides and projections.
- e) Coordinate the focus of the lighting equipment and set the cues.
- f) Participate in lighting rehearsals at which stage lights are used.
- g) Subject to Designer's schedule restraints, participate in a revival or rental of a production he/she has designed if requested by the using company.

4. **Sound Designer**

Shall design the sound and render the following services, as needed:

- a) To provide, by the date specified on the Cover Sheet, a full equipment list and sound plot, drawn to scale, showing type and position of all equipment necessary to accomplish the sound design, using best efforts to use equipment readily available in the United States.
- b) To provide technical drawings and specifications as required for the production.
- c) To design a sound delivery system that will properly execute the needs of the production.
- d) To participate in relevant rehearsals and oversee the sound design therefor.
- e) To supply specifications for competitive bids for sound equipment and studio time.
- f) To coordinate the installation of the sound delivery system and the setting of the sound cues.
- g) Subject to designer's schedule restraints, participate in a revival or rental of a production he/she has designed if requested by the using company.

1. **Projection Designer**

Shall design the projections and render the following services, as needed:

- a) To provide, by the date specified on the Cover Sheet, a full projection equipment list and plot, drawn to scale, showing type and position of all instruments necessary to accomplish the design, using best efforts to use equipment readily available in the United States.
- b) To design a projection effects delivery system that will properly execute the needs of the production.
- c) To participate in relevant rehearsals and oversee the projection design therefor.
- d) To supply specifications for competitive bids for projection equipment.

- e) To coordinate the installation of the visual effects delivery system and the setting of the cues.
- f) Subject to designer's schedule restraints, participate in a revival or rental of a production he/she has designed if requested by the using company.

6. Assistant Designer

- a) The decision to hire an Assistant Designer must be made by the Designer and Employer at the time the Designer is hired or as mutually agreed between the Designer and the Employer. The duties of an Assistant Designer shall consist of assisting the respective Designer in the execution of the usual and expected tasks of the theatrical design process and to perform such as may be assigned to him/her, including those tasks set forth in paragraphs V (A), V (B) and V (C) above. The duties of an Assistant Designer shall be limited to activities associated with the creative design process. Following the signing of the Designer's Cover Sheet and rider, if the scope and/or concept of the production are substantially expanded, the employment of an Assistant Designer shall not be unreasonably withheld by the Opera Company.
- a) In each case, when the Assistant is engaged by the Company, whether work is performed in the Designer's studio or the Opera Company's venue, the Opera Company will file a separate Cover Sheet with the Union and pay for the Assistant Designer directly.

7. Apprentice

- b) The intent of this position is to allow the Opera Company to develop an in-house training ground for young Designers and lower the cost of additional assistance to support and co-ordinate productions. No Apprentice may be hired for a production unless an Assistant Designer has first been hired.
- c) The Union will supply a list of current Apprentices for the Opera Company's approval or may present candidates nominated by the Opera Company to the Committee administering the Apprentice Program for approval to enter the program. Approval into the program will not be unreasonably withheld.
- d) The position of Apprentice may be a resident position for a period of time agreed upon by the Opera Company and the Union. In no event shall the Apprentice retain a position beyond the limits or minimum rates and requirements outlined in the Union Apprentice Program.

- e) The rules and regulations of the Design Apprentice Program shall remain as a primary guideline governing rates and working conditions for those receiving credit for this program.
- f) Nothing contained herein shall limit the Opera Company's right to maintain its own internship programs in technical design fields.

8. The Opera Company

- a) Will provide, on a timely basis, all necessary theater dimensions, production information, or other information required or requested for the Designer(s) to fulfill the obligations described above.
- b) After the timely delivery of the final designs, the Opera Company is obligated to allow the Designer reasonable time before the beginning construction date to implement any adjustments to the design required by budget or safety requirements.
- c) The Designer's requests to include shops of his/her choice in any bidding process for construction, building, painting, lighting equipment, etc. will not be unreasonably denied by the Opera Company.
- d) Schedule adequate time to file the Cover Sheet for approval by the Union before any design work is begun (other than preliminary meetings). If scheduling problems occur and the Cover Sheet is delayed, the Union must be notified.
- e) The Opera Company agrees to restrict significant revisions to the design just prior to or after the date set for final design approval because of late request from the Director or Opera Company unless adequate time and budget are allotted to accommodate the changes.

VI. Designs

- A. If after filing the Cover Sheet the design period is unreasonably compressed due to circumstances beyond the Designer(s) control, additional consideration for Assistants and/or fees will be provided to the Designer. It is agreed that a reasonable design period is necessary after filing the Cover Sheet and prior to submission of the design for final approval and/or bid session.
- B. Beginning with the Designer being publicly announced for a production and continuing throughout the season, Employer shall not make changes in the production which constitute substantial visual changes in that production without the written consent and approval of the Designer or his or her

authorized representative. Reasonable attempts to contact the Designer shall be documented to the Union.

Thereafter, should Employer wish to make changes in a production, it will prior to making any substantial visual changes, contact the original Designer and discuss the proposed changes with him/her. Designer shall not unreasonably withhold consent for such changes. Employer nevertheless has the right to make said changes and the Designer, in this case, has the right to have his/her name removed from any credits.

- C. Title, copyright, and possession of all original drawings, depictions of design concepts, models and costume bibles, etc. produced at the Designer's expense shall remain the property of the Designer. Models and costume bibles produced at the Opera Company's expense (including labor and material cost) shall remain the property of the Opera Company.
1. The Designer may use the material as works of art for exhibition or self-promotion but not to construct or produce a production not authorized by the Opera Company. The Designer agrees that photographs and models are for archival and personal purposes only. If the Designer subsequently uses these materials for commercial purposes, he/she agrees to indemnify the Opera Company for any usage fees or penalties that are incurred by the Opera Company as a result of any such commercial activity.
 2. If the Designer authorizes any public display at galleries, exhibitions, Internet sites, etc., of such drawings or designs, they shall bear, along with the title of the production and the name of the Designer in equal size and type as the name of the production, the notation:

“Production Designed for the Los Angeles Opera”
 3. No commercial use of the Designer's photographs, models, etc. may be made by the Company without the written approval of the Designer.
 4. The Opera Company and the Union agree to act in any case of unprofessional activity, to quickly address the situation.
 5. The Opera Company shall have the right to replace a Designer when the Designer fails to provide design elements as agreed to by the date specified on the Cover Sheet or attached rider filed with the Union. In such case, the Opera Company shall notify the Union of the action and be under no obligation to make further payment to the Designer. The Designer is expected to act in a professional manner.

VII CREDITS

The Scenic, Costume, Lighting, Projection and Sound Designers shall:

- A. Receive program credit immediately after the Stage Director and in the same size and weight of type as the other Designers.
- B. Biographies of the Scenic, Costume, Lighting, Projection and Sound Designers shall be included in the program whenever the biography of the Stage Director appears.
- C. If Designers are known at the time of printing, billing shall be given to them on window cards, three (3) sheets and other advertising where billing is given to the Stage Director.
- D. Cast albums, CDs, tape, production photographs found in promotional brochures, press kits and souvenir programs, electronic or mechanical reproduction or any other commercial use of the production shall include the names of all the Designers where billing is given to the Stage Director.
- E. Where possible, the Assistants and Apprentice Designers shall receive the credit "(Title): (Name of Assistant)" on the same list as the other Production staff.

VIII Compensation and Payment Schedule

- A. All minimum rates of compensation shall be increased by two percent (2%) in the first year, three and one-half percent (3.5%) in the second year, three and one-half percent (3.5%) in the third year, four percent (4%) in the fourth year, and four percent (4%) in the fifth year of the Agreement, compounded.
- B. The Lighting, Sound and Projection Design minimum rate shall be increased by three percent (3%) in the first year, three and one-half percent (3.5%) in the second year, four and one-half percent (4.5%) in the third year, four percent (4%) in the fourth year, and five percent (5%) in the fifth year of the Agreement, compounded.
- C. The Opera Company and the Designer, Assistant and Apprentice Designer shall, at the time of hiring, agree upon the rate of compensation including media compensation and any conditions of employment not covered by this Agreement; such compensation and conditions shall be described on the Cover Sheet and riders attached thereto. The compensation shall be no less than the agreed minimum rates listed in Appendix A and Article XV (B).

D. General Terms

1. The terms and conditions of employment as specified in this Agreement are minimums and nothing specified in the Agreement shall prevent the Employer and Designer from agreeing to better terms and conditions.
2. At least one-third (1/3) of the agreed compensation shall be paid upon the signing of the Cover Sheet.
3. At least one third (1/3) of the agreed compensation shall be paid upon commencement of construction of the designs except in the case of abandonment (See Article XXI).
4. The balance of the agreed compensation shall be paid not later than first paid public performance.
5. After the designs are presented and approved, compensation for significant revisions or additional designs shall be negotiated in good faith. In no event shall such compensation be inconsistent with the rates of compensation agreed upon for the previous design work. This additional compensation shall be payable no later than the first paid public performance.
6. Assistant Designers shall be paid weekly with all applicable taxes withheld. If an Assistant is hired for less than five (5) days he/she shall be paid for each day at a rate which is pro-rated at one-fifth (1/5) of his/her weekly salary.

A. Royalty and Reuse

1. In the event of the revival of the production by the Company, the Designer shall be guaranteed a royalty payment of no less than ten percent (10%) of the original Cover Sheet fee. Designer royalties shall be paid for use of the design in subsequent seasons to the season in which the Production is premiered.
2. Only one royalty payment shall be due per opera season (Labor Day to Labor Day) regardless of the number of times the particular work may be performed by the Company during said season.
3. For subsequent years in which a work is performed, royalties shall be paid on or before the final performance of the particular production in the season schedule.
4. Pension, Welfare and Annuity contributions are due on all royalty payments and shall be at the rate current in the performance year.

IX Transportation and Expenses

- A. When the Designer or Assistant Designer is required to travel away from his/her place of residence, Opera Company shall supply round-trip transportation via first class carrier. Examples: economy or tourist class on a regularly scheduled commercial aircraft, coach rail fare for day travel or first class sleeping accommodations on overnight rail travel or for automobile expense reimbursement at the prevailing IRS rate.
- B. Opera Company will make commercial travel arrangements unless, due to tight scheduling, the Designer requests to schedule his/her own travel. The Designer shall notify the Company and be responsible for overage if the travel costs exceed arrangements offered by the Company for travel on the same day and general time.
- C. Designer, Designer's Agent or the Assistant and the Opera Company will agree to make best efforts to arrange time of arrival and departure at the venue at least 21 days in advance of arrival to assure cost effective planning.
- D. Designer(s) or Assistant(s) shall be reimbursed for all pre-approved out-of-pocket expenses for cabs to and from transportation terminals and any other reasonable out-of-pocket travel expenses incurred on behalf of the production upon submission of appropriate receipts.
- E. Designer shall be reimbursed upon presentation of receipts and statements for any pre-approved incidental expenses incurred in connection with Designer's services hereunder, including but not limited to copying, printing, shipping, and telephone calls.
- F. The Opera Company shall provide single occupancy, first class hotel or other acceptable accommodations if the Designer or Assistant is required to be away from his/her residence overnight. At the Designer's request the Company shall have the option to approve a "housing supplement" if Designer desires to make his/her own arrangements for lodgings.
- G. If the Designer works in more than one design category, he/she shall receive one reimbursement for all categories for travel allowance, per diem allowance and/or payment at the daily rate for work performed.

X. Co-Production*

****Non-signatory companies shall not be entitled to the terms and conditions of co-production percentages as set forth herein.***

Designer(s) of scenery and/or costumes for productions that are to be produced jointly by two or more organizations (hereafter referred to as “Co-Producers”) in addition to all other obligations of this Agreement and attached riders shall:

. For Co-Producers identified before the signing of the Cover Sheet, the Designer’s fee will be no less than the following percentages of the minimum fee.

- 2nd Co- Producer one hundred fifty percent 150%
- 3rd Co-Producer one hundred seventy five percent 175%
- 4th Co-Producer one hundred ninety percent 190%
- 5th & Subsequent Co-Producers: additional ten percent 10% for each

. For Co-Producers identified after the signing of the Cover Sheet, the Designer’s fee will be increased by the following percentages of not less than the minimum fee.

- 2nd Co-Producer fifty percent 50%
- 3rd Co-producer twenty five percent 25%
- 4th Co-Producer fifteen percent 15%
- 5th & Subsequent Co-Producers: additional ten percent (10%) for each.

A. Co-production rates and conditions shall not apply to Lighting Designers. A separate Cover Sheet for lighting design will be issued for each venue.

D. When a “2nd Co-producer” of a co-production is identified before a Designer signs a Cover Sheet for the production, the Cover Sheet shall indicate the dates that the Designer shall be required to be in attendance at the 2nd Co-producer’s venue (for technical rehearsals, dress rehearsals, fittings, etc.). Should such dates not be known prior to the Designer’s signing, such dates will be determined as soon as possible thereafter, and, furthermore, should dates be in conflict with other scheduled obligations of the Designer, the Designer shall have no obligation to attend upon the 2nd venue but shall make his/her best effort to do so. In the event such scheduling conflicts should prevent the Designer from attending the 2nd venue, the Designer shall designate a substitute, who shall be employed by the 2nd Co-producer under the terms of this Agreement and at no less than the assistant daily rate as set forth herein, for each day employed.

When a 2nd Co-producer of a co-production is identified after a Designer signs a Cover Sheet for the production, the Designer shall have no obligation to attend upon the 2nd venue but shall make his/her best efforts to do so. The Designer’s attendance shall be compensated at not less than the designer day rate set forth herein, for each day so employed.

E. The Designer and the Opera Company may, at the signing of the Designer’s Cover Sheet for this co-production, approve a Design Assistant(s) as his/her substitute as coordinator of the scenery and/or costumes used by subsequent co-production companies. Assistants in this case will be

compensated at the Designer daily rate. The Designer or the Assistant(s) are responsible for co-productions, after the first public performance, only in so far as the subsequent opening dates remain unchanged. If the dates are changed, any subsequent work or revisions agreed to in riders would be subject to the Designer's or the Assistant's availability. Should neither the original Designer nor the Assistant(s) be available to coordinate the use of the scenery and/or costumes by any co-producing Opera Company, the Designer and the Opera Company shall mutually agree on an alternative solution.

- F. Additional presentations or revivals of a co-production other than by one of the Co-Producers shall be deemed a rental. The co-producing company(s) will notify the Union of any sale/rental and shall be obliged to inform the renter/buyer of the obligations to the Designer(s) contained herein and in any attached riders. The Union will then assist the Opera Company in its efforts to require the buyer/renter to fulfill subsequent obligations to the Designer.

XI. Optional Fee for Set Model and Costume Bible

In order to establish a visual record and facilitate subsequent rental and upkeep of the set and/or costume plot, the Opera Company has the option to negotiate additional compensation to own a working set model or costume bible.

XII. Rental of Production

- A. The Opera Company shall have the right to lease or rent settings, costumes, sound, projection, and/or lighting designs covered under this Agreement to any third party ("Renting Company") for presentation before a live audience. The Opera Company shall require the Renting Company to assume all obligations of the original Cover Sheet and riders. The Opera Company shall:
 - 1. Require the Renting Company to sign a Rental Cover Sheet, as part of the rental agreement. Renting Company shall be required to make Pension, Welfare and Annuity contributions on gross compensation, at the rates prevailing at the time the production opens at the Renting Company. (Please request Form from Union Business Office or see Form attached to this Agreement as Appendix B-3.)
 - 2. The Designer will be consulted regarding any possible changes and/or adaptations planned for the production.
 - 3. If, in the Designer's opinion, the production values are compromised by the changes requested by the Renting Company, he/she may request

withdrawal of program credit in the playbill at the Rental Venue, which shall not be unreasonably withheld. Exercising this option will not affect any fees due the Designer.

4. The Renting Company shall pay the Designer's entire round-trip transportation, hotel accommodations, per diem, out-of-pocket expenses, etc. as required by this Agreement.
 5. If the original lighting or sound design is used, the Renting Company shall be obliged to pay the Lighting or Sound Designer to re-create the lighting or sound of the production under the terms and conditions of this Agreement. Compensation shall be at no less than the minimum rate of compensation for Lighting or Sound Designers in the then current version of this Agreement.
- B. In the event that the Opera Company leases or rents any scenery, costumes, or projections for the production for presentation before a live audience, the Opera Company shall pay to each Designer additional compensation as follows:
1. 10% of the rental fee but not less than \$1,575 for the first rental, whichever is greater, through June 30, 2010; 10% of the rental fee but not less than \$1,654 for the first rental, whichever is greater, through June 30, 2012; 10% of the rental fee but not less than \$1,736 for the first rental, whichever is greater, through June 30, 2013.
 2. For any subsequent rental, a fee of 10% of the rental fee.

XIII Sale of Production

- A. The Opera Company shall have the right to sell the production to any third party ("Purchasing Company"). The Opera Company shall require the Purchasing Company, as part of the agreement of sale, to assume the following obligations:

The Purchasing Company shall assume each of the Opera Company's obligations to the Designer under this Agreement and likewise agree to any individual riders between the Opera Company and a Designer attached to the original Cover Sheet.

In the event that the scenery, costumes, and/or projections are purchased, the Purchasing Company shall compensate the Designer according to the following terms:

- a) Through June 30, 2010, 10% of the sale price or \$2,625, whichever is greater, payable upon completion of sale; through June 30, 2012, 10% of the sale price or \$2,756, whichever is greater, payable upon

completion of sale; through June 30, 2013, 10% of the sale price or \$2,894, whichever is greater, payable upon completion of sale.

- b) Any pre-existing obligations, conditions, or responsibilities shall remain in full force for the life of the visual production and shall apply for either a sale, rental, or donation by the Purchasing Company or any subsequent Purchasing Company. If the Purchasing Company has a collective bargaining agreement with the Union, the Purchasing Company shall pay the applicable fees and/or royalties provided for in the Agreement between the Union and the Purchasing Company.
 - c) An Opera Company intending to sell, trade or donate settings or costumes shall notify the Union and the Designer at once upon the execution of the agreement of sale or transfer.
- B. In the event the Purchasing Company hires the original Lighting or Sound Designer, the Purchasing Company shall be obliged to pay the Lighting or Sound Designer at a rate of compensation no less than the minimum rate and conditions under the current Los Angeles Opera collective bargaining agreement or if the Purchasing Company has a collective bargaining agreement with United Scenic Artists, the Purchasing Company's minimum rate, whichever is greater.

XIV. Partial Use of Production

Nothing contained herein shall imply that the sale or rental of any part of a production (settings or costumes) shall obligate the rental or sale of any other category (design element) of the production. The elements rented or sold shall in no way affect other design categories, and shall require no additional compensation to the Designers of those elements not rented or sold.

XV. Other Uses of Designs: Scenic, Costume, Lighting, Projection or Sound.

- A. Notwithstanding the provisions above, the Opera Company shall not have the right to assign, sell, lease, license, or otherwise use or permit the use, directly or indirectly, of any designs and/or settings, costumes, sound, projections, or lighting or parts thereof of the production for use in motion pictures, DVD, TV cassettes, television, live broadcasts, simulcast, tapes or films, film cassettes, merchandising or any other use whatsoever except presentation before a live audience without a prior negotiated agreement with the Designer. However, it is agreed that certain elements of props, scenery and costumes may be designated as "stock" at the time of design and may be utilized in future Los Angeles Opera productions.

B. Audiovisual Capture

Should the Opera Company undertake to record a production for visual broadcast and or electronic reproduction, Designers of the production shall be entitled to:

1. The Opera Company shall notify the Designers and the Union prior to the audiovisual capture of an opera production for visual broadcast and/or electronic reproduction. The Opera Company shall notify the Designer and Union again as to the date of the first broadcast or release for other distribution.
2. The Designer(s) of a production of which there is an Audiovisual capture shall be entitled to not less than the following compensation in the form of a royalty payment. At the time that the Employer and the Designer execute an 'Individual Design Agreement' pursuant to Article XVI of the Agreement, the Employer shall make the Designer(s) and/or the Designer (s)' agent(s) aware of this provision, and the Designer may negotiate additional terms for the additional use (reuse) of the designs.
 - a. **Broadcast Distribution:** Twenty percent (20%) of the Cover Sheet design fee but not to exceed seventy-five (75%) of the minimum design fees as listed herein.
 - b. **Sales Distribution including but not limited to; Home Video, DVD, Cassette, Compact Disc:** Twenty percent (20%) of the Cover Sheet design fee but not to exceed seventy-five percent (75%) of the minimum design fees as listed herein
3. The agreed upon payments shall be memorialized on the AUDIO VISUAL AGREEMENT form appended to this Agreement as Appendix C, and submitted to the Union for approval.
4. Payment shall be due as follows
 - a. Twenty-five percent (25%) of the total due within 10 days of final recording.
 - b. Twenty-five (25%) of the total due on the one year anniversary of the recording, if no release has taken place.
 - c. Seventy-five percent (75%) of the total due, or the balance due if the anniversary payment has been made, on the first release for broadcast or sales distribution.
 - d. Should the extent of the distribution platforms be unknown at the time of recording, the Opera is liable for payment on one distribution platform (Broadcast or Sales as the case may be) unless and until release in the second platform is known, at which time the payment

due to the Designer, will be recalculated and any payments due made within 30 days.

- e. If the distribution is totally unknown at the time of recording (recording “on spec”), the designer shall receive 20% of their original design fee but not exceed 75% of the minimum design fee listed in the Collective Bargaining Agreement between the Opera and USA, payable within ten (10) days of the recording. The total compensation will be adjusted, if necessary, to higher negotiated amounts, if any, when the distribution is known. Recording “on spec” shall not take place unless the Company and the designer have agreed to terms for the media payments prior to the recording.
- 5. The Opera Company shall make a Pension only benefit contribution equal to 6% of all compensation due under this provision.
 - 6. In the event that Opera Company desires to use excerpts from an existing program where such use is of a direct benefit to Opera Company and its Employees, it agrees to negotiate separately with Union for the establishment of special rates and conditions covering such use.
- C. It is agreed that dress rehearsals or performance calls may be videotaped for archival or non-commercial purposes with no compensation due to the Designer.
 - D. The Opera Company shall have the right to use the Design Materials as well as scenery, costumes, and properties created from them, for publicity, promotional and fundraising purposes without additional compensation to the Designer(s). The Designer(s) will be credited appropriately.

XVI Individual Agreements

- A. The Opera Company and the Designer or Assistant Designer shall execute an individual Cover Sheet at the time the Designer is hired. All Cover Sheets shall be filed with the Union for approval upon signing and before work is started.
- B. When an Individual agreement is sent to a Designer, the Opera Company will send a copy, via email, to the Union.
- C. Within ten (10) days of receipt of the counter-signed contract from the Designer, the Opera Company will provide three (3) fully executed copies of the individual agreement to the Union.
- D. The Designer will do no work (except preliminary meetings) whatsoever until the Union approves a Cover Sheet, or a Letter of Intent.

XVII Pension, Welfare and Annuity

In order to provide certain pension, welfare and annuity benefits to persons employed under this Agreement, the Employer shall make benefit contributions on behalf of persons employed hereunder as stipulated in the following paragraphs.

Pension, Welfare, and Annuity payments will be due when the Union returns one (1) approved copy of the individual agreement to the Opera, but in no event later than opening night of the production, regardless of the status of the individual agreement.

Benefit payments for Assistant Designers shall be due and payable ten (10) days after the end of the month in which the assistant performed the services.

A. Pension and Welfare

- 1) To provide pension benefits, the Employer will make contributions in an amount equal to 6% of Gross compensation to the United Scenic Artists Pension Fund.
- 2) To provide welfare benefits, an amount equal to 9% of the minimum scale shall be contributed to the United Scenic Artists Welfare Fund. The scale rate used to cap welfare payments shall be the Scenic and Costume Design minimum, for all categories of Design.

	2008	2009	2010	2011	2012
Welfare cap per design	\$974.27	\$1008.37	\$1043.67	\$1085.41	\$1128.83
Assistant Weekly cap	\$87.30	\$90.36	\$93.51	\$97.29	\$101.16
Seasonal Reuse all Categories	On Gross				
Rental and Sale fees all Categories	On Gross				

- 3) Except as may be otherwise provided for in this agreement, the Employer shall remit the aggregate amount in a single check made payable to the **United Scenic Artists Pension and Welfare Funds**.

E. Annuity

The Employer will make a contribution to the **IATSE National Annuity Fund** in an amount equal to two percent (2%) of minimum scale in the first year, rising to two and one-half percent (2.5%) in the second year and three percent (3%) in the third year of Agreement. The scale rate used to cap

annuity contributions on fees for Lighting, Sound and Projection Design, shall be sixty percent (60%) of the Scenic and Costume Design scale in the first and second years, rising to sixty-five (65%) in the third year, seventy percent (70%) in the fourth year, and seventy-five percent (75%) in the fifth year of the Agreement.

Annuity Caps on Fees

	2008	2009	2010	2011	2012
Scenic or Costume	\$216.51	\$280.10	\$347.89	\$361.80	\$376.28
Lighting, Projection or Sound	\$130.50	\$168.06	\$226.13	\$253.26	\$282.21
Assistant Weekly cap	\$19.40	\$25.10	\$31.17	\$32.42	\$33.72
Seasonal Reuse all Categories	On Gross				
Rental and Sale fees all Categories	On Gross				

F. Remittance

For remittance purposes, the pension and welfare contribution and the Annuity contribution shall be sent to:

United Scenic Artists, Western Region Office

5225 Wilshire Boulevard, Suite 506

Los Angeles, California 90036

The foregoing provision comprehends that in the fullness of time, the remittance address may be changed at the request of the Union for administrative purposes.

XVIII Check-off

The Opera Company shall deduct from the payments made to Designers who authorize such deduction (pursuant to the Labor Management Relations Act) union dues equal to two percent (2%) of the designers' gross compensation excluding transportation, miscellaneous pre-approved and per diem expenses, and shall transmit the monies so deducted to the Union (authorization and remittance forms shall be supplied by the Union) within 30 days.

XIX Payroll and Withholding Taxes

The Opera Company shall deduct from the payments made to Designers covered under this Agreement all applicable payroll and withholding taxes.

XX. 401(k) Withholding

With authorization from the Designer, the Opera Company agrees to withhold and forward to the United Scenic Artists 401k Plan, on a pre-federal and pre-state tax basis, the dollar amount or percentage of compensation (not to exceed 15% of gross wages) requested by Designer and/or Assistant's salary deferral election under the United Scenic Artists, Local 829 Retirement 401(k) Plan. After deduction, the money shall be deemed an Opera Company contribution and shall be remitted as soon as practical, but in no event later than the 15th business day of the month following the month in which participant contributions are withheld or received by the Opera Company. Please remit by separate check made payable to **United Scenic Artists Local 829 401(k) Plan** and mail to:

United Scenic Artists 401k Plan
c/o Administrative services Only (ASO)
303 Merrick Road
Lynbrook, NY 11563
Toll-free inquiry: 1 (877) 999-3555

Opera Company contributions to the Local 829 Pension and Welfare Funds and the IATSE National Annuity Fund must be figured before any 401(k) deferrals.

For federal income tax purposes, "gross wages" does not include any 401(k) salary deferrals. Salary deferrals should be deducted before wages are shown on the Designer's and/or Assistant's W-2 form. Salary deferrals should also be excluded in determining federal payroll withholding taxes. A W2 form must be issued if 401(k) deferrals are made.

XXI. Abandoned or Delayed Production

- A. Provided Designer has completed the final approved plots, sketches, drawings, etc., if the production is abandoned, the Designer shall receive the full fee outlined on the Cover Sheet.

- B. If the opening is delayed, the Designer's obligation to perform remaining services shall be limited by the scheduling requirements of his/her other engagements. Nevertheless, the Designer shall receive full fee and royalties outlined on the Cover Sheet.
- C. If the Designer is unable to fulfill the obligations of this Agreement because the production date is delayed, the Opera Company shall engage an Assistant acceptable to the Designer, with the skills necessary to coordinate the remaining work.

XXII. Grievance and Arbitration

Recognizing that Opera is an international art form in which the life of a production can span decades and multiple companies, it is the intention of the Opera Company and the Union to settle all disputes in a timely manner. Adjustment of all complaints, disputes, controversies, and grievances arising between the Opera Company and the Union concerning the interpretation, application or performance of the terms of this Agreement shall be undertaken in accordance with the procedures recommended by the American Arbitration Association:

- A. Thirty days from the event giving rise to the dispute or thirty days from the date the grieving party should have reasonably discovered such facts, should an initial telephone conference fail to resolve the matter, the Union will file a written grievance. Upon receipt of the written grievance, the Opera Company will have thirty days in which to meet and confer with the Union in an attempt to resolve the dispute. If resolution is not achieved, either party may submit the dispute to an Arbitrator selected pursuant to the then applicable rules and regulations of the American Arbitration Association.
- B. Arbitration shall be held in the City of Los Angeles, unless otherwise agreed by the parties.
- C. The arbitration shall be by one Arbitrator whose fees and expenses, including expenses normally charged by the American Arbitration Association, shall be apportioned equally between the Opera Company and the Union. It is further understood that each party is responsible for and shall pay the cost of its own transcript, witnesses, representatives, etc. in the presentation of their case before the Arbitrator.
- D. The Arbitrator shall have no powers to add to, detract from, or modify any terms of this Agreement.
- E. The decision of the Arbitrator shall be final and binding on all parties.

XXIII Force Majeure

It is agreed that if the Opera Company cannot perform because of fire, accident, strikes, riot, act of God, war, the public enemy, or for any other cause of the same general class which cannot be reasonably anticipated or prevented, the Opera Company shall notify the covered Employee and the Union thereof in writing, and thereafter the Employee shall not be entitled to any compensation for the time during which said services shall not be rendered. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice, to either party may terminate the Employee's agreement and the Opera Company will pay for all services to date and Employee's transportation back to his/her city of residence in the event he/she has already arrived in the city of the production. The term "war" shall not include a war in which the U.S.A. is not a party, unless such a war between foreign governments affects the U.S.A. in such a way as to make the Opera Company's operations and/or the Employee's performance impossible or unfeasible. Should the Opera Company invoke the provisions of this paragraph because of war, the Opera Company agrees to give the Employee and the Union written notice and full disclosure stating the impact of this calamity on the Production at least two weeks prior to termination, and, in such case, this paragraph shall only apply upon the expiration of the two week notice period.

XXIV. Responsibility and Liability

- A. The Opera Company acknowledges that Employee is responsible for the visual aspects of the production only, and it is understood that the specification of Employee's designs relate solely to the appearance of the design and not to matters of safety. Employee agrees to make prompt correcting alterations to any specifications found to be incompatible by the Producer with proper safety precautions.
- F. The Opera Company will indemnify, defend, save and hold the Employee, 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.
- G. The Opera Company agrees to carry comprehensive general liability insurance applicable to any claims that might arise due to any work performed under this Agreement. If requested, Employee shall be furnished with a copy of certificate of such insurance.

XXV. Separability and Savings

If any provision of this Agreement is found by a court of competent jurisdiction to be in violation of applicable law or to be unenforceable in whole or in part, it shall be applied only to the extent permitted by the applicable law, and the remainder of this Agreement shall remain in full force and effect. The parties will, upon written demand of either of them, promptly meet for the purpose of negotiating a lawful Provision covering the same subject matter as the provision affected, but the enforceability of the remainder of this Agreement shall not be affected thereby.

for Los Angeles Opera

Christopher Koelsch
Vice President, Artistic Planning

date: _____

for United Scenic Artists

Michael W. McBride
National Business Agent

date: _____

Appendix A Compensation

Scenic and Costume Design Fees as of

7-1-08	7-1-09	7-1-10	7-1-11	7-1-12
\$10,825	\$11,204	\$11,596	\$12,060	\$12,543

Lighting, Projection and Sound Design Fees

\$6,525	\$6,753	\$7,057	\$7,340	\$7,707
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Designer Day Rate

\$369	\$382	\$396	\$411	\$428
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Assistant Designer Rate per week

\$970	\$1,004	\$1,039	\$1,081	\$1,124
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Assistant Designer Day Rate

\$194	\$201	\$208	\$216	\$225
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Rep Fee for Assistant Designers

Assistant Designers employed for 2 or more concurrent productions will receive a fee equal to an additional 30% of the weekly minimum rate for each week contracted. This provision will take effect if a) the employee is hired to work on two or more productions at the same time or b) the employee is working on overlapping productions during a specified period of employment.

Per Diem

Per diem will be paid as follows:

Accommodations without food preparation facilities:				
\$70.34	\$72.80	\$75.35	\$78.36	\$81.50
Accommodations with food preparation facilities:				
\$41.12	\$42.56	\$45.59	\$47.41	\$49.31



UNITED SCENIC ARTISTS

5225 Wilshire Boulevard, Suite #506, Los Angeles, CA
(323) 965-0957



2008-2013 Los Angeles Opera: STANDARD DESIGNERS AGREEMENT

This Cover Sheet must be signed and submitted in triplicate. Attach all Riders to each copy. The Opera will email a copy the Cover Sheet and all Riders to the Union simultaneously with delivery to the Designer. Within ten (10) business days after receipt of the signed copies from the Designer, the Theatre will file all copies with the Union. Designer shall not be required to furnish any designs until the Cover Sheet has been executed by the Union.

I. Agreement: Pursuant to the Agreement between the Los Angeles Opera and United Scenic Artists, the Opera engages the Designer to design, and the Designer agrees to design, the Production herein described.

Name of Designer: _____

Name of Production: _____

DESIGN CATEGORY: SCENERY COSTUMES LIGHTING PROJECTIONS SOUND

Number of Sets _____ and/or Number of Costumes _____

Date of First Public Performance _____ / _____ 20_____

Designer will submit all final plans, drawings, and materials required to submit bids for execution by _____ / _____ 20_____

Construction is scheduled to begin on or about _____ / _____ /20_____.

Designer shall be obliged to conform to generally accepted professional standards, and to supply specifications for settings, costumes, or lighting, as the case may be, within the budget which is _____.

Dates in Residence: The Designer agrees to be resident to oversee the preparations for this production, from _____ until the performance of _____ **Rider attached?** Yes No

II. Compensation:

Employer agrees to pay and Designer agrees to accept the sum of _____, Payable as set forth in the Agreement. All payments made pursuant to this Agreement shall be minus all applicable payroll and withholding taxes, which shall be made by the Employer.

III. Media Compensation: Should the production be recorded, Designer agrees to accept _____% of their original fee for release in all Broadcast markets and _____% of their original fee for direct sales to the public, payable as set forth in the Agreement. Should LAO record the production "on spec" the Designer will receive 20% of their original fee and the total due will be adjusted if the recording is released.

III. Pension, Welfare, and Annuity: It is further understood that the Employer will make Pension, Welfare and Annuity Payments, at the rates current in the Agreement when the payment is Due.

IV. General Provisions: It is agreed between the parties hereto that the Agreement by and between United Scenic Artists and The Los Angeles Opera is binding upon the parties, and the parties agree that all provisions of said Agreement apply as if individually negotiated herein.

DUES CHECK-OFF AUTHORIZATION: I the undersigned designer or assistant designer hereby assign the United Scenic Artists, Local USA-829, I.A.T.S.E., two percent (2%) of all wages earned and to be earned by me as an employee and authorize and direct my Employer to deduct such two percent (2%) from my wages and remit the same to said Union. This assignment shall be irrevocable for a period consisting of either one (1) year or until termination of the applicable collective bargaining agreement, whichever is sooner; and shall be automatically renewed, with the same irrevocability for successive like periods unless terminated by me in writing not more than twenty (20) days prior to the expiration of any such period.

ACCEPTED: Designer: _____ (Signature) FOR OPERA By: _____ (Signature)

Social Security Number _____ Print Name & Title: _____

ADDRESS: _____ ADDRESS: _____

_____ ZIP _____ LOS ANGELES, CA _____ ZIP 90012 _____

E-MAIL ADDRESS: _____ E-MAIL ADDRESS: _____

PHONE: _____ DATE: _____ PHONE: _____ DATE: _____

ACCEPTED: UNITED SCENIC ARTISTS, Local USA-829, I.A.T.S.E.:

_____ Date: _____ USA CONTRACT# _____



UNITED SCENIC ARTISTS

5225 Wilshire Boulevard, Suite #506, Los Angeles, CA
(323) 965-0957



2008-2013 Los Angeles Opera: ASSISTANT DESIGNERS AGREEMENT

I. Agreement: Pursuant to the Agreement between the Los Angeles Opera and United Scenic Artists, the Opera engages the Assistant Designer, and the Assistant Designer agrees to the terms herein described.

Name of Assistant: _____

ASSISTANT TO DESIGNER OF: SCENERY COSTUMES LIGHTING

Name of Designer: _____

Name of Production: _____ opening on or about _____

II. Compensation:

The Theatre agrees to pay the Assistant Designer a weekly salary of \$ _____, per 5 day week, for _____ weeks.

All payments made pursuant to this Agreement shall be minus all applicable payroll and withholding taxes, which shall be made by the Employer.

Employment shall commence on _____ and terminate on or about _____.

III. Pension and Welfare: It is further understood that the employer will make a contribution of 15% of the gross wages to the United Scenic Artists Pension and Welfare Funds to be credited to the account of the employee. **Such contribution shall be by separate check made payable to "United Scenic Artists Pension and Welfare Funds," attached to this document, and sent directly to the address listed above.**

IV. General Provisions: It is agreed between the parties hereto that the Agreement by and between United Scenic Artists and The Los Angeles Opera is binding upon the parties, and the parties agree that all provisions of said Agreement apply as if individually negotiated herein.

DUES CHECK-OFF AUTHORIZATION: DUES CHECK-OFF AUTHORIZATION: I the undersigned designer or assistant designer hereby assign the United Scenic Artists, Local USA-829, I.A.T.S.E., two percent (2%) of all wages earned and to be earned by me as an employee and authorize and direct my Employer to deduct such two percent (2%) from my wages and remit the same to said Union. This assignment shall be irrevocable for a period consisting of either one (1) year or until termination of the applicable collective bargaining agreement, whichever is sooner; and shall be automatically renewed, with the same irrevocability for successive like periods unless terminated by me in writing not more than twenty (20) days prior to the expiration of any such period.

In signing this contract, I voluntarily authorize the dues deduction, knowing that it is not a condition of employment, and intending that the amounts deducted be remitted to the Union to be applied to my account for Union membership dues, or if not a Union member in payment of the same percentage of earnings as members pay to help defray the cost of operating the Union.

ACCEPTED:
Assistant Designer: _____
(Signature)

FOR EMPLOYER
By: _____
(Signature)

Social Security Number: _____

Print Name & Title: _____

Address: _____

Address: _____ 135 NORTH GRAND AVENUE _____

Zip: _____

LOS ANGELES, CA _____ Zip: 90012 _____

E-mail address: _____

E-mail address: _____

Phone: _____ Date: _____

Phone: _____ Date: _____

ACCEPTED: UNITED SCENIC ARTISTS, Local USA-829, I.A.T.S.E.:

_____ Date: _____ USA CONTRACT# _____



UNITED SCENIC ARTISTS

5225 Wilshire Boulevard, Suite #506, Los Angeles, CA
(323) 965-0957



2008-2013 Los Angeles Opera: RENTAL AGREEMENT

AGREEMENT is made pursuant to the terms and conditions set forth in the United Scenic Artists, Local USA-829 Agreement with the San Francisco Opera, covering the employment of Scenic, Costume, Lighting, Sound and Projection Designers, and each provision shall be a part of this Agreement as though set forth herein at length. Additional terms may be placed in a rider attached to this Agreement and shall be deemed a part hereof, provided nothing in the rider contradicts or contravenes the SFO/USA Agreement.

Renting Company's Agreement is limited to the *Production* listed below. It is not precedential or citable, in any proceeding other than one to enforce this Agreement, and does not bind or obligate the Renting Company in any way, beyond the scope of this Project.

TRUST FUNDS: It is understood that the Renting Company, shall make benefit contributions at the rates current in the SFO/USA Agreement at the time the rental production opens. Benefits shall be payable within 10 days of the first paid public performance of the production at the renting company. *Benefit payment checks shall be sent to Contract Processing at the address listed above, attached to a copy of this agreement.*

The combined Pension and Welfare contributions shall be 17% of gross compensation paid by single check made out to:
United Scenic Artists Pension and Welfare Funds

The Annuity Contribution shall be 5% of gross compensation, paid by check made out to: **IATSE National Annuity Fund**

Date of Rental Agreement ____ / ____ , 20____ , Date of first paid Public Performance ____ / ____ , 20____

DESIGN CATEGORY: SCENIC COSTUME LIGHTING SOUND PROJECTION

RENTING COMPANY: _____

NAME OF PRODUCTION: _____

NAME OF DESIGNER: _____

COMPENSATION – the Renting Company agrees to pay the Designer the following amounts:

1 **DESIGN LICENSING FEE:** \$ _____ •which meets or exceeds 10% of the Rental Fee \$ _____.

The Designer has been scheduled for _____ days additional work to remount the Rental At the Daily rate of \$ _____ including residence at the renting company from _____ to _____

2 **DAILY RATE TOTAL** \$ _____ •

3 **TOTAL DUE** \$ _____ **P&W DUE** \$ _____ **ANNUITY DUE** \$ _____

INSURANCE: Renting Company will indemnify, defend, save and hold Designer, his or her agents, heirs, executors, administrators and assigns harmless from and against any and all liability, charges, costs, expense claims and/or other loss, including reasonable attorney fees, whatsoever which they may suffer by reason of the designs furnished hereunder. Renting Company agrees to carry comprehensive general liability insurance applicable to any claims that might arise due to any work performed under this Agreement.

ACCEPTED: Renting Company

ACCEPTED: Union

ACCEPTED: Designer

By _____

By _____

By _____

Print _____

Print _____

Date _____

Date _____

Date _____

Address _____

Address _____

Phone _____

Phone _____

Email _____

Email _____

RIDER ATTACHED? YES NO



UNITED SCENIC ARTISTS

5225 Wilshire Boulevard, Suite #506, Los Angeles, CA
(323) 965-0957



2008-2013 Los Angeles Opera: SALE AGREEMENT

AGREEMENT is made pursuant to the terms and conditions set forth in the United Scenic Artists, Local USA-829 Agreement with Los Angeles Opera, covering the employment of Scenic, Costume, Lighting, Sound and Projection Designers, and each provision shall be a part of this Agreement as though set forth herein at length. Additional terms may be placed in a rider attached to this Agreement and shall be deemed a part hereof, provided nothing in the rider contradicts or contravenes the LAO/USA Agreement.

Purchasing Company's Agreement is limited to the *Production* listed below. It is not precedential or citable, in any proceeding other than one to enforce this Agreement, and does not bind or obligate the Purchasing Company in any way, beyond the scope of this Project.

TRUST FUNDS: It is understood that the Purchasing Company, shall make benefit contributions at the rates current in the LAO/USA Agreement at the time the rental production opens. Benefits shall be payable within 10 days of the first paid public performance of the production at the Purchasing Company. *Benefit payment checks shall be sent to Contract Processing at the address listed above, attached to a copy of this agreement.*

The combined Pension and Welfare contributions shall be 15% of gross compensation paid by single check made out to:
United Scenic Artists Pension and Welfare Funds

The Annuity Contribution shall be 2% of gross compensation as of 7/1/2008, be 2.5% as of 7/1/2009, and 3% as of 7/1/2010. Annuity contribution shall be paid by check made out to: **IATSE National Annuity Fund**

Date of Sale Agreement ____ / ____ , 20____ , Date of first paid Public Performance ____ / ____ , 20____ .

DESIGN CATEGORY: SCENIC COSTUME LIGHTING SOUND PROJECTION

PURCHASING COMPANY: _____

NAME OF PRODUCTION: _____

NAME OF DESIGNER: _____

COMPENSATION – the Purchasing Company agrees to pay the Designer the following amounts:

1 **DESIGN LICENSING FEE:** \$ _____ •which meets or exceeds 10% of the Sale Price \$ _____.

The Designer has been scheduled for _____ days additional work to remount the Production at the Daily rate of \$ _____ including residence at the Purchasing company from _____ to _____

2 **DAILY RATE TOTAL** \$ _____ •

3 **TOTAL DUE** \$ _____ **P&W DUE** \$ _____ **ANNUITY DUE** \$ _____



INSURANCE: Purchasing Company will indemnify, defend, save and hold Designer, his or her agents, heirs, executors, administrators and assigns harmless from and against any and all liability, charges, costs, expense claims and/or other loss, including reasonable attorney fees, whatsoever which they may suffer by reason of the designs furnished hereunder. Purchasing Company agrees to carry comprehensive general liability insurance applicable to any claims that might arise due to any work performed under this Agreement.

ACCEPTED: Purchasing Company

ACCEPTED: Union

ACCEPTED: Designer

By _____

By _____

By _____

Print _____

Print _____

Date _____

Date _____

Date _____

Address _____

Address _____

Phone _____

Phone _____

Email _____

Email _____

RIDER ATTACHED? YES NO



UNITED SCENIC ARTISTS

5225 Wilshire Boulevard, Suite #506, Los Angeles, CA
(323) 965-0957



2008-2013 Los Angeles Opera: AUDIO/VISUAL AGREEMENT

In fulfillment of the terms of the collective bargaining agreement between Los Angeles Opera (hereinafter the "Opera") and United Scenic Artists, IATSE Local USA 829, ("USA"), this agreement ("Agreement"), which is effective as of July 1, 2008, will confirm the understanding between the Opera and _____ ("Designer") for license of the Designer's designs for use in connection with creation of an audio-visual production of the Opera production _____, which is to be or was recorded live during the performances of the Opera at the Dorothy Chandler Pavilion, Music Center of Los Angeles County, on or about _____ (hereinafter the "Program").

1. RIGHTS GRANTED.

a) The Opera may tape, film, photograph, and otherwise record performances and other activities (e.g., rehearsals) of the Program for broadcast and distribution. The Opera will own all copyrights and all other rights in the recorded products and exploitations and the elements therein. Nothing herein is intended to affect any Designer's rights to title to his or her drawings, designs, and specifications as those rights are provided for in the collective bargaining agreement between the Opera and USA or in Designer's individual contract with the Opera.

b) The Designer grants the Opera the right to use and to grant others the right to use Designer's name, voice, approved likeness and approved biography in and in connection with the Program, in the advertising, publicizing, or other exploitation of the Program, and in any programming service authorized to exhibit the Program.

2. COMPENSATION.

a) As full and complete consideration for use of the Designer's designs in the Program, the Opera agrees to pay to Designer the sums listed below, which, for each usage listed below, shall be not less than 20% of the original design fee of \$_____, but shall not exceed 75% of the minimum design fees listed in the collective bargaining agreement between the Opera and USA.

\$_____, for Broadcast. Distribution

\$_____, for Sales Distribution including but not limited to: DVD, Home Video, Cassette, or Compact Disc.

\$_____, Total

The compensation listed above is exclusive of any "additional work" required of the Designer to prepare the stage production for recording, which shall be compensated at no less than the daily rate set forth in the collective bargaining agreement for the year in which the recording takes place.

b) The compensation amounts set forth above shall be due as follows:



UNITED SCENIC ARTISTS

5225 Wilshire Boulevard, Suite #506, Los Angeles, CA
(323) 965-0957



2008-2013 Los Angeles Opera: AUDIO/VISUAL AGREEMENT

-
- i) Twenty-five percent (25%) of the total due within 10 days of the completion of the final recording of the Program.
 - ii) Twenty-five percent (25%) of the total due on the one year anniversary of the final recording if the Program has not yet been released.
 - iii) Seventy-five percent (75%) of the total due, or the balance due, if the anniversary payment has been made upon the first release.

c) Should the extent of the distribution platforms be unknown at the time of recording, the Opera is liable for payment on one distribution platform (Broadcast or Sales as the case may be) unless and until release in the second platform is known, at which time the payment due to the Designer, will be recalculated and any payments due made within 30 days.

d) If the distribution is totally unknown at the time of recording (recording "on spec"), the designer shall receive 20% of their original design fee but not exceed 75% of the minimum design fee listed in the Collective Bargaining Agreement between the Opera and USA, payable within ten (10) days of the recording. The total compensation will be adjusted, if necessary, to higher negotiated amounts, if any, when the distribution is known. Recording "on spec" shall not take place unless the Company and the designer have agreed to terms for the media payments prior to the recording.

e) The Opera shall contribute a sum equal to 6% of gross compensation to the United Scenic Artists Pension Fund.

3. USE OF EXCERPTS. In the event that the Opera desires to use excerpts from the Program where such use is of a direct benefit to the Opera and its employees, it agrees to negotiate separately with the Union for the establishment of special rates and conditions covering such use. However, if the excerpts that the Opera desires to use are to be used solely for promotion of the Opera or its artists, and if the Opera receives no compensation for the production, distribution, release, or use of such promotional excerpts, the Designer also shall receive no compensation for the use of those excerpts. Such promotional uses include publicity (for example, on the Opera's website or other websites), advertising, fundraising, and other similar uses. Promotional excerpts shall be no longer than three minutes each.

4. PROMOTIONAL FILMS.

The Opera may contemplate making and exploiting motion picture recordings, including "behind-the-scenes" or "making-of" documentary style programming about the development and production of the Program. If so, the Designer hereby agrees and consents to the making of such motion pictures and exploitation and hereby grants to the Opera the right to use Designer's name, voice, and likeness in connection with such programming for no additional consideration, if used for promotional purposes and if no one connected with the programming is paid. Inclusion of such programming on DVDs or other media for commercial sale shall not be considered promotional.

5. CREDIT.

Designer shall be accorded credit on all positive prints of the Program. In accordance with Article VII (D) of the collective bargaining agreement between the Opera and USA, cast albums, CDs, tapes, production photographs, electronic or mechanical reproduction, or any other commercial use of the production shall include the names of all the Designers where billing is given to the stage director.



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6. COPY OF PROGRAM.

If and when videocassettes or DVDs (as applicable) of the Program become generally commercially available, the Opera will provide Designer with one videocassette or DVD of the Program for Designer's personal use.

7. REPRESENTATIONS AND WARRANTIES.

Designer hereby represents and warrants to Opera:

(a) that Designer has the full right, power, and authority to enter into and perform this Agreement and to grant to Opera all the rights set forth herein, free and clear of any and all claims whatsoever;

(b) that Designer has not and will not sell, assign, lease, license, or in any other way dispose of or encumber the rights herein granted to Opera;

(c) that during the term hereof, and for such period as it may be lawful for Opera to require Designer to be so, and consistent with any applicable provisions in the collective bargaining agreement between the Opera and USA, Designer shall be a member in good standing of United Scenic Artists, Local USA 829, IATSE. Designer shall observe and comply with all rules and regulations of the collective bargaining agreement applicable to Designers.

8. RIGHT TO ASSIGN.

Opera shall have the right to assign, sell, license, or otherwise grant all or any part of its rights under this Agreement to any person, company, firm, or corporation provided that its obligations to Designer under the Agreement and under the collective bargaining agreement between the Opera and USA shall become part of the assignment, sale, or license. Designer shall not have the right to assign this Agreement or any of Designer's rights hereunder. The Opera shall inform USA and the Designer of such assignment, sale, or license.

9. FORCE MAJEURE.

If the Opera is prevented, materially hampered, or interrupted in the preparation or production of the Program by reason of an act of God, war (declared or undeclared), terrorist threat or activity, accident, fire, strike or other labor controversy, riot, civil disturbance, failure of technical facilities, death or disability of a principal cast member, or other cause that the Opera could not reasonably have anticipated or prevented, the Opera shall have the right to postpone, suspend, or cancel the preparation or production of the Program, and the Designer shall not be entitled to any compensation described in this Agreement unless the Opera already has completed or thereafter completes the recording of the Program.

10. OTHER TERMS.

This Agreement shall be construed in accordance with the internal laws of the State of California applicable to agreements executed and wholly to be performed within such state. Any breach of this Agreement by the Opera or by USA shall be subject to the grievance and arbitration provisions of the collective bargaining agreement between the Opera and USA. This Agreement supersedes all prior negotiations, understandings, and agreements between the parties hereto



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with respect to the Agreement's subject matter. This Agreement cannot be modified or amended except by a written instrument signed by the parties. Should any provision of this Agreement be held to be void, invalid, or inoperative as a result of any arbitration or other proceeding, such decision shall not affect any other provision of the Agreement, and the remainder of the Agreement shall be effective as though such void, invalid, or inoperative provision had not been contained in it.

Kindly indicate your understanding and acceptance of the foregoing terms by your signature in the space provided below. Return all copies of this letter to the Opera. The Opera will forward copies to the USA for approval. A fully-executed copy will be returned to you for your records.

Christopher Koelsch
Vice President of Artistic Planning
Los Angeles Opera Company

ACCEPTED AND AGREED:

Designer

Print name: _____

Date signed: _____

United Scenic Artists, IATSE Local USA 829

Print name: _____

Date signed: _____

APPENDIX D – New Production

If the Opera Company is considering the presentation of a new production, it may engage a Designer to produce initial designs in order to determine the artistic and financial feasibility of such an undertaking. In this instance, the Opera Company shall negotiate a conventional contract in good faith with the Designer per Article VIII. During this process, the Opera Company and the Designer shall come to a mutual understanding of the materials necessary for evaluating the feasibility of the new production.

Following this initial design presentation, if the plan for a new production is then rejected, the Opera Company shall be responsible for paying the Designer one third of the agreed-upon compensation as described in Article VIII. If the Opera Company agrees to proceed with the new production The Company will pay the full fee to the Designer as described in Article VIII. In addition, the company shall pay one third of the minimum compensation as described in Appendix A for involving the Designer in this production process. In the event of “Co-Production,” the terms and conditions of Article X. shall be factored into the total compensation paid to the Designer.

APPENDIX E- LIMITED STAGING

For an opera produced within the concert shell and with orchestra on stage that encompasses 1) Décor inclusive of a single scenic element with or without supplemental additions (i.e., platforms and/or hanging spatial unit/s), and 2) Costumes primarily “pulled from stock,” the following shall prevail:

The Scenic Design fee and Costume Design fee shall be no less than seventy-five percent (75%) of the full applicable minimum fee for the given year of the Agreement. The Lighting Design fee shall remain at no less than the full applicable minimum fee for the given year of the Agreement.