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PREAMBLE

THIS AGREEMENT is made and entered into effective as of the 1st day of July, 2009 by and between the United Scenic Artists, Local USA-829 of the International Alliance of Theatrical Stage Employees (hereinafter referred to as the "UNION") and the League of Resident Theatres (hereinafter called "LORT"). This Agreement concerning non-staff Designers shall be binding on all LORT Theatres (hereinafter referred to as the "Theatre" or "Theatres").

WHEREAS, LORT is concerned with fostering a creative relationship between non-staff Designers and the non-for-profit Theatres with which they work and devising mutually beneficial methods of collaboration, which will support the artistic goals of the Theatres and the creative work of the Designers;

WHEREAS, the UNION is concerned with securing minimally satisfactory terms and conditions governing its members' employment.

NOW, THEREFORE, it is mutually agreed as follows:

I. PARTIES TO THE AGREEMENT

- A. LORT is an unincorporated association comprised of a membership of not-for-profit resident Theatres, separately and independently operating in various communities throughout the United States. Such member Theatres include, but are not limited to, those Theatres listed in Schedule "A" annexed hereto and made part hereof.
- B. United Scenic Artists, Local USA-829, is a labor organization representing persons active in the profession of designing theatrical productions, authorized by its Charter, Constitution, By-Laws, and applicable statutes to engage in collective bargaining on behalf of its members.

II. RECOGNITION

- A. LORT recognizes and acknowledges that the UNION is the exclusive collective bargaining representative of all non-staff Scenic Designers, Costume Designers, Lighting Designers and Sound Designers (hereinafter collectively called "Designer" or "Designers") employed by its member Theatres. LORT agrees to deal collectively only with this UNION for and on behalf of its members' non-staff Designers. The UNION recognizes and acknowledges LORT as the collective bargaining representative of its members. The Theatres listed on Schedule "A" are members of LORT and are bound by this Agreement. Theatres which join LORT during the term of this Agreement shall be bound to this Agreement as provided by LORT's By-Laws. LORT shall notify the UNION of any changes in LORT membership.
- B. "Staff Designers", within the meaning of Articles II and IV, are persons designated as such by the Theatre and who are afforded benefits and other terms and conditions of employment generally applicable or substantially comparable to those of other staff members of the Theatre.
- C. The Theatre shall determine, in its sole and absolute discretion, whether or not to engage the services of a Sound Designer for a production. This Agreement

shall only apply if and when the Theatre determines to engage the services of a Sound Designer.

III. STAGE CATEGORIES

- A. The designation of A, B+, B, C1, C2, and D category stages under this Agreement shall be, except as hereinafter set forth, identical with the designations as specified in Rule 14 of the Agreement and Rules Governing Employment in Resident Theatres between Actors' Equity Association and LORT and Article III of the Agreement between the Society of Stage Directors & Choreographers and LORT.
- B. The designation of A+ Stage shall be defined as any LORT Stage that is designated to be Tony Award eligible by the Tony Administration Committee of The American Theatre Wing, Inc. LORT Stages so designated as A+ shall be governed under separate terms negotiated between LORT and United Scenic Artists. Said separate terms shall be incorporated into a separate Addendum regarding the category of A+ Stages.
- C. Each LORT Theatre covered by this Agreement and its stage's(s') category is as set forth in Schedule "A" annexed hereto, but may be adjusted to a lower category for a special activity with the consent of the UNION, which shall not be unreasonably withheld. Applications for reduction in category for an entire season may be made, and UNION may not unreasonably withhold approval.

IV. REPRESENTATION

- A. LORT recognizes that the UNION, as defined in Article I and elsewhere in this Agreement, is Local Union USA-829 of the International Alliance of Theatrical Stage Employees.
- B. LORT agrees, for the purposes of collective bargaining, to deal with such representatives as UNION shall appoint. Collective bargaining negotiations shall in all cases be conducted by official representatives of LORT and UNION.
- C. The principal office of the UNION is located in New York City. The UNION also presently maintains offices in Chicago and Los Angeles.
- D. It is agreed that all Standard Individual Designer's Agreement Forms (hereinafter referred to as the "Cover Sheet") shall be issued and administered by the employing Theatre and the United Scenic Artists' office geographically closest to the Theatre.

V. COVERAGE

- A. This Agreement is entered into by the parties hereto only with respect to, and is applicable only to, design services (hereinafter referred to as "covered services"). A covered service is a design service for a main stage production produced by a Theatre and announced or actually running for at least SIXTEEN (16) performances, but excludes C1 (2nd stages), C2 and D stage productions (except insofar as specified in paragraph B below), workshop productions, children's theatre productions, student audience productions, experimental productions, dark night productions, and readings or other productions covered by the LORT-Equity Casual Employment Rider.

B. Coverage of C1 (2nd stage), C2 stage and D stage services shall be as follows:

1. For C-2 and D "main stages"

<u>Category</u>	
C2	50%
D	25%

2. For all C-1 "second stages"

<u>Category</u>	
C1	75%

3. For "second stages" at A+, A, B+, and B

<u>Category</u>	
C2	50%
D	50%

4. For C-2 and D "second stages" at C1 and C2 Theatres

<u>Category</u>	
C2	25%
D	25%

C. Notwithstanding the foregoing, covered services shall exclude productions designed by LORT Theatres' staff members and faculty and students at a university, drama school, or conservatory formally associated with the LORT Theatre for which the production is designed.

D. In the event that a Theatre shall engage a Designer who is a member of United Scenic Artists or a Designer who is required to join USA under Article VI of this Agreement to design Scenery, Costumes, Lighting or Sound for an uncovered design service, exclusive of productions designated as 'uncovered' or excluded under Article V, sections A and C, the Theatre shall engage such Designer pursuant to a LORT Individual Artist's Agreement ("LIAA"), annexed hereto, and made a part hereof, as Schedule B-2. Compensation under the LIAA shall be negotiable between the Theatre and the Designer irrespective of any minimum rates set forth in Schedule C. Benefits shall be paid as per Article XI of this Agreement. Engagements under a LIAA shall not be deemed a Standard Individual Designer's Agreement for Engagement for a covered service.

VI. UNION SECURITY

A. Any Designer whether or not a member of the UNION who is engaged to design a covered service must sign a Cover Sheet.

B. As a condition of employment, any Designer shall, subject to applicable statutory provisions, be required to make application to join UNION upon his/her employment for a FOURTH (4th) covered service. Notwithstanding the foregoing, there shall be FIVE (5) covered engagements in each season free

from requirements of union security for Theatres that have stages which are ONE HUNDRED PERCENT (100%) covered; provided, however, that such exemptions from union security are limited to Designers on 0-1 visas or who are residents of the community in which the Theatre is located and who have a continuing relationship with the Theatre.

- C. Notwithstanding B, above, with regard to the category of A+ Stages, as a condition of employment but subject to applicable statutory provisions, any Designer shall be required to make application to join the Union upon his/her employment by the A+ Stage for a first covered service.
- D. Nothing in this Article shall be construed to require a Theatre to cease or refrain from employing a Designer if the Theatre has reasonable grounds for believing that:
 - 1. Membership in the UNION was not available to him/her on the same terms and conditions generally applicable to other members; or
 - 2. Membership in the UNION was denied or terminated for reasons other than his/her failure to tender the periodic dues and the initiation fee uniformly required by the UNION as a condition of acquiring or retaining membership.
- E. The UNION agrees to propose for membership on non- discriminatory terms any present or future Designers employed by LORT Theatres whose membership in the UNION would be required by this Article.

VII. DISCRIMINATION

The Theatre shall not discriminate against any Designer because of race, color, age, national origin, citizenship status, religious or political beliefs, union activities, sex, marital status, sexual orientation, or disability, nor will the Designer's designs be used in any place where such discrimination is practiced against performers, patrons, or other employees.

VIII. SERVICES

- A. The Designer shall provide, as agreed upon by the Theatre and the Designer, and according to the schedule specified in the Cover Sheet, visual presentations, specifications, selections, and/or approvals, and consultation customary for the execution of designs. The Theatre shall inform the Designer of appropriate pre-production conferences connected with the production, and the Designer shall, at the request of the Theatre, attend such conferences. The total number of days of the Designer's residence for all activities at the Theatre shall be set forth in the Cover Sheet, including the specified 'tech period'. The Theatre and the Designer will each notify the Union of any increase in the number of days in residence required.
- B. The Designer shall be responsible for the completion and delivery to the Theatre of all designs and design specifications.
- C. The Designer shall not be required to perform the work of the production staff.
- D. No Designer's services shall be required beyond the contracted termination date specified in the Cover Sheet. In no event shall the contracted termination date be later than the opening night of the production. Any work performed after

the termination date specified in a Designer's Cover Sheet shall be paid at a daily rate, which shall not be less than the daily rate provided in "Schedule C" for the applicable LORT stage category. Notwithstanding the foregoing, all Designer services due to the Theatre prior to the contracted termination but not yet performed by the Designer shall be excluded from this Article VIII(D); however, in no event shall the Theatre withhold the final payment due to the Designer as set forth in the Designer's Cover Sheet, unless the Theatre simultaneously files a grievance with the Union with respect to the matter.

IX. COVER SHEET (STANDARD INDIVIDUAL DESIGNER'S AGREEMENT)

- A. A Cover Sheet for a covered service shall be promptly signed by the Theatre and the Designer (including Designers not members of the UNION) each time, and as soon as, a Designer is engaged. The Designer shall not be required to furnish designs until said Cover Sheet has been executed by the Theatre. Copies of the Cover Sheet, annexed hereto and made a part hereof as Schedule "B", shall be made available in quantity to the Theatre by the UNION.
- B. Simultaneously with the execution by a Theatre of a Cover Sheet with any riders thereto attached and delivery of said Cover Sheet and attached riders to a Designer or to a Designer's representative, a copy of said Cover Sheet and Riders shall also be sent to the Union by the Theatre.
- C. The Cover Sheet shall be signed in quadruplicate by the Theatre and the Designer, and the Theatre shall file ONE (1) copy with the UNION within SEVEN (7) business days after receipt of a signed copy from the Designer. If the Cover Sheet is not signed concurrently, the Theatre shall sign first.
- D. A Supplement to the Cover Sheet will be filed by the Theatre with the UNION to report additional payments to the Designer. Copies of the Supplement to the Cover Sheet, annexed hereto and made a part hereof as Schedule "B-3", shall also be made available to the Theatres by the UNION.
- E. No Designer or Theatre may waive or alter any of the minimum terms and conditions of this Agreement without the written approval of the UNION, except that nothing in this Agreement shall preclude a Designer from obtaining better terms and conditions than are herein provided. This provision is of the essence of this Agreement. Additional terms shall be placed in a rider to the Cover Sheet, which shall be deemed a part thereof.
- F. The Cover Sheet and Supplement to the Cover Sheet forms shall be approved in writing by the UNION and LORT.

X. COMPENSATION, PAYMENT SCHEDULE, AND BOND

- A. The Theatre and the Designer shall agree on the fee to be paid the Designer for each covered service, as set forth in Article V, and such fee shall be stated in the Cover Sheet.
- B. The fee to be paid the Designer for each covered service shall in no event be less than the applicable minimum fee set forth in Schedule "C" annexed hereto and may be such greater amount as the Theatre and the Designer may agree upon. The applicable minimum fee shall be the minimum fee for the design category effective on the first public performance date of the production for which the covered service is rendered.

- C. The Theatre shall pay the agreed payment to the Designer according to the following schedule:
 - 1. ONE-THIRD (1/3) upon the signing by the Designer of the Cover Sheet.
 - 2. ONE-THIRD (1/3) on the date that a full set of drawings, sketches, and/or specifications are accepted as sufficient to begin construction, in the case of scenery and costumes, and to hang instruments, in the in the case of lighting, or the Designer's first day of residence for technical rehearsals, in the case of sound.
 - 3. ONE-THIRD (1/3) upon the scheduled termination date specified in the Cover Sheet.
- D. The Designer when hired will be informed in writing as to the impact of State and Local taxes, if any, insofar as they are known to the Theatre.
- E. Should the Theatre default in payments to or on behalf of the Designer, the UNION shall give prompt notice thereof to LORT's General Counsel. Should the default not be cured within THIRTY (30) days of receipt of such notice, the UNION may require the Theatre to post bond for subsequent productions of no less than the minimum rates for all THREE (3) design categories for no less than TWO (2) productions, and may then require a separate security agreement to be executed by the UNION and the Theatre. If the default is cured, and no further default occurs for TWELVE (12) months following the posting of bond, at the Theatre's request, LORT's General Counsel may apply to the UNION to lift the bond requirement, and said application shall not be unreasonably denied.
- F. The Theatre will provide the UNION with a schedule of all known covered productions for the ensuing season within TEN (10) days of the commencement of the season.

XI. PENSION AND WELFARE

- A. In addition to all other payments, the Theatre agrees to contribute an amount equal to 18% of all contractual fees payable to United Scenic Artists, Local 829, Pension & Welfare Fund on behalf of any Designer who is covered by this Agreement. This contribution shall be allocated 9% to the United Scenic Artists Pension Fund and 9% to the United Scenic Artists Welfare Fund. Checks should be payable to "United Scenic Artists, Local 829, Pension & Welfare Funds", and submitted to the appropriate administrative office.
- B. Pension and Welfare contributions shall be made on the date that the fee, or final installment thereof, is paid. A request by the Designer for earlier payment of the Pension and Welfare contribution shall not be unreasonably denied by the Theatre.

XII. MEDIA FEE

- A. The Designer(s) of the production shall receive, in the form of a contribution to the United Scenic Artists Pension Fund, a Media Fee in an amount that is equal to the percentage set forth below of the applicable Additional Weekly

Compensation for the LORT Theatre Stage Category where the production is staged.

<u>Category</u>	<u>7/1/2009</u>	<u>7/1/2010</u>	<u>7/1/2011</u>
A+	0%	4.0%	4.0%
A	0%	4.0%	4.0%
B+	0%	4.0%	4.0%
B	0%	3.0%	3.0%
C1	0%	3.0%	3.0%
C2	0%	3.0%	3.0%
D	0%	2.5%	2.5%

Such payment shall be made for each and every week or part thereof that the production is in rehearsal or performance; partial weeks shall be prorated. Such payment shall be in addition to any other compensation that shall be due under Article XI or elsewhere in the Agreement.

- B. Where the captured material of the LORT Theatre is used by a transferee non-LORT not-for-profit theatre for any use that is provided hereunder, the Designer(s) shall continue to receive the Media Fee as long as the production is in rehearsal or performance at the said transferee theatre. In this instance, the LORT Theatre shall cause the continued payment by the said transferee theatre of the Media Fee to the Designer(s).

XIII. UNION DUES (CHECK OFF)

- A. The Theatre shall deduct from the final payment to the Designer who authorizes such deductions the administrative dues payable by him/her to the UNION.
- B. Such deductions shall be sent to the office of the UNION not later than the TENTH (10th) of the month following the final payment to the Designer. Along with this payment, the Theatre shall furnish the UNION with a record of those for whom the deductions have been made and the total amount of each deduction. Deductions for administrative dues shall be withheld at the rate of TWO PERCENT (2%), or at such other rate as specified in the Cover Sheet, of the gross wage payable until such time as the Theatre shall receive written notification from the UNION of a change in the rate.

XIV. POSTPONEMENT

- A. A postponement shall be said to occur when a production is moved by a Theatre from its original slot in a season to another slot in the same or a subsequent season.
- B. If the postponement occurs more than NINETY (90) days prior to the production's original opening date or the postponement is due to an Act of God (i.e., fire, flood, wind, etc.), strike, cancellation of season, loss of theatre space, or loss of the rights to the play, the Designer shall be paid according to the following schedule:

1. If the designs have not been accepted by the Theatre, as set forth in Article X(C)(2), the Designer shall be paid the ONE-THIRD (1/3) of his/her contractual fee already paid or due.
 2. If the designs have been accepted by the Theatre, as set forth in Article X(C)(2), the Designer shall be paid the TWO-THIRDS (2/3) of his/her contractual fee already paid or due.
- C. If the postponement occurs within NINETY (90) days of the production's original opening date, the Designer shall be paid according to the following schedule:
1. If the designs have not been accepted by the Theatre, as set forth in Article X(C)(2), the Designer shall be paid TWO-THIRDS (2/3) of his/her contractual fee.
 2. If the designs have been accepted by the Theatre, as set forth in Article X(C)(2), the Designer shall be paid his/her full contractual fee.
- D. Upon the determination by the Theatre of the revised dates of the postponed production, the Theatre shall file a rider specifying the revised dates and communicate those dates to the Designer. The Designer shall have TEN (10) business days to inform the Theatre if he/she can meet the remaining requirements of the production, including the revised residency dates.
- E. If the Designer agrees to meet the remaining requirements of the production, he/she shall be paid an additional ONE-THIRD (1/3) of his/her full contractual fee beyond those payments due as set forth in Paragraphs B and C above. Such additional payment shall be due on the revised termination date. If the Designer chooses not to meet the remaining requirements of the production, and the designs have been accepted by the Theatre, the Theatre may, after consultation with the Designer, employ another person to perform the additional work on the original designs.

XV. ABANDONMENT

- A. If a production is abandoned because of an Act of God (i.e., fire, flood, wind, etc.), strike, cancellation of season, loss of theatre space, loss of the right to the play, the Designer shall be paid all fee payments already paid or due as of that date.
- B. If a production is abandoned (for reasons other than those set forth in Paragraph A above) and the Designer accepts the offer of another design assignment by the Theatre for the replacement production at full fee in lieu of the abandoned production, the Designer shall be paid the full fee for the replacement production and that (those) portion(s) of the contractual fee for the abandoned production already paid or due as of that date. If the Designer rejects the offer for the replacement production, he/she shall be paid only that (those) portion(s) of the contractual fee for the abandoned production already paid or due as of that date.
- C. If a production is abandoned (for reasons other than those set forth in Paragraph A above) at any time prior to NINETY (90) days before the scheduled opening date, as specified in the Cover Sheet, and no replacement

offer is made by the Theatre, the Designer shall be paid according to the following schedule:

1. If the production is abandoned within THIRTY (30) days following the receipt by the Theatre of the signed Cover Sheet, the Designer shall be paid only that(those) portion(s) of the contractual fee for the abandoned production paid or due as of that date.
 2. If the production is abandoned after THIRTY (30) days following the receipt by the Theatre of the signed Cover Sheet, the Designer shall be paid TWO-THIRDS (2/3) of his/her contractual fee. If, however, the Designer has fulfilled all his/her obligations as specified in the Cover Sheet prior to such abandonment, the full fee shall be paid.
- D. If a production is abandoned (for reasons other than those set forth in Paragraph A above) less than NINETY (90) days prior to the scheduled opening date, as specified in the Cover Sheet, and no replacement offer is made by the Theatre, the Designer shall be paid the full fee.
- E. A production announced and then canceled with no new production date scheduled within FORTY-FIVE (45) days of the cancellation shall be deemed abandoned for the purposes of this Agreement.

XVI. TRANSPORTATION

- A. If housing accommodations are more than ONE-HALF (1/2) mile from the workplace, and public transportation is unavailable, the Theatre shall either provide transportation for the Designer or pay for non-public transportation for any trip requested or required by the Theatre. If public transportation is unavailable, the Theatre shall also provide or pay for transportation if the Designer must travel more than ONE-HALF (1/2) mile for food, laundry, or other living necessities. All transportation shall be safe and secure.
- B. If the Designer prefers housing other than that offered by the Theatre, the Theatre shall have no further responsibility for local transportation, unless otherwise agreed.
- C. The Theatre shall provide round-trip transportation to and from the Theatre by regularly scheduled economy or jet excursion air transportation for distances in excess of TWO HUNDRED FIFTY (250) miles and rail coach transportation for distances of TWO HUNDRED FIFTY (250) miles or less, if available, and, if not, bus transportation, which shall be scheduled not to exceed SIX (6) hours.
- D. The Theatre shall reimburse the Designer for transportation costs to and from both his/her home and the Theatre and the airport, terminal, or depot, whichever is applicable, by the least expensive reasonable means of transportation.
- E. If the Designer elects to use his/she own motor transportation, he/she shall be reimbursed for his/her expenses up to but not to exceed the cost of transportation as set forth in Paragraph C above.

XVII. HOUSING

- A. The Theatre shall provide, at its expense, suitable (i.e., clean and safe) accommodations for each day or part thereof that the Designer is required to be away from his/her place of residence overnight in connection with his/her services to be performed hereunder.
- B. Whenever possible, such accommodations shall afford the Designer privacy. In addition, accommodations shall provide reasonable access to a telephone, adjoining bath, appropriate linens, and toiletry goods (i.e., toilet paper and soap).
- C. If the Designer prefers housing other than that offered by the Theatre, the Theatre shall have no further responsibility for housing, unless otherwise agreed.

XVIII. REIMBURSABLE EXPENSES

- A. Designers shall not be required to advance their personal funds for expenses of the production.
- B. Upon timely submission of receipts, the Theatre shall reimburse the Designer for the following expenses incurred directly related to the production: art and drafting materials, supplies for model building, meals while in transit at the request of the Theatre, research materials, telephone, fax, postage, shipping, copying, and local transportation and sound studio expenses.
- C. The Designer and the Theatre shall, prior to the signing of the Cover Sheet, agree on the appropriate amount of total reimbursable expenses as specified in Paragraph B above. Those expenses shall be specified in an Expense Rider to the Cover Sheet.
- D. If subsequent to the signing of the Cover Sheet and attached Expense Rider, the Designer anticipates additional expenses directly related to the production, he/she shall immediately inform the Theatre of the nature and amount of such expenses, and reimbursement shall be subject to the Theatre's prior written approval.
- E. Commencing June 24, 2012, upon timely submission of receipts, the Theatre shall reimburse an out-of-town Designer who is in residence overnight at the Theatre for expenses, other than those specified in Paragraph B above, incurred while so away from home, in the full amount of such expenses but in no event more than the amount specified below (“SECTION E EXPENSES”), unless the Theatre and the individual Designer have agreed to a greater amount.

Category	Maximum Reimbursement
A+	\$270
A	\$270
B+	\$189
B	\$155
C1	\$115
C2	\$100
D	\$100

- F. The Designer must submit all receipts to the Theatre no later than FORTY-FIVE (45) days after the official opening of the production. The Designer shall be reimbursed by the Theatre for such receipted expenses within ten business days of submission.
- G. If the Theatre approves the purchase of research materials and/or source materials, such materials shall become the property of the Theatre upon the official opening of the production.

XIX. PROPERTY RIGHTS

- A. All rights in and to the design as conceived by the Designer in the course of the rendition of his/her services hereunder shall be, upon its creation, and will remain, the sole and exclusive property of the Designer; it being understood, however, that the Theatre and its licensee(s) shall have a perpetual and irrevocable license to use such design in any stage production or electronic reproduction of the play under the terms of this Agreement. Any additional use or license of the design by the Theatre shall be subject to further agreement between the Theatre and the Designer.
- B. All original drawings, renderings, paint elevations, elevations, and other specifications shall be returned to the Designer no later than THIRTY (30) days following the final public performance of the production. The Theatre shall have the right to retain copies of all of the foregoing. Design materials retained by the Theatre may be used by the Theatre for its promotional and public relations purposes which are understood to include community, promotional, and similar non-commercial purposes.
- C. All models shall be returned to the Designer, in original condition, at his/her request, no later than ONE (1) year following the contracted final public performance of the production. The Designer may request, for professional reasons, the use of the model within the aforementioned one year period, and the Theatre's consent thereto will not be unreasonably withheld. The Designer shall bear the full expense for such use of the model.
- D. Whenever possible, the Theatre will consult with the Designer prior to making substantial alterations, substitutions, additions, or cuts in the scenery, costumes, and/or lighting, or any aspect thereof.

XX. BILLING

- A. The Designer shall receive billing in the program on the title page, cast page, or with placement substantially comparable to such, and on houseboards, in the customary order of Set, Costume, Lighting, and Sound Designer.
- B. In addition to program billing and houseboards, billing shall also be given to the Designers in printed or web-posted advertisements, posters, and window cards where billing is given to any other creative participant in a production other than the author, actors, director, and choreographer. In a dramatic production, should the Theatre give billing to more than TWO (2) of the FOUR (4) categories aforementioned, billing must be given to the Designers. In a musical production, should the Theatre give billing to more than THREE (3) of the FOUR (4) categories aforementioned, billing must be given to the Designers. Billing shall be clearly legible in relation to the use of the medium.

- C. Each Designer shall receive billing in the program and on houseboards in the same size, quality, and format as the other Designers. In all cases where any Designer receives billing, all Designers shall receive billing.
- D. Where a biography, other than that of the author, appears in the program or website, the Theatre shall include a biography of the Designer in its program. The Designer shall submit to the Theatre all biographical material and photographs for programs at the time of the signing of the Cover Sheet. The final biography shall be submitted in writing to the Designer for approval, which approval, not to be unreasonably withheld, shall be given to the Theatre within TWO (2) days of its receipt by the Designer.
- E. Cast albums or tapes produced by the Theatre shall include the names of all Designers if the Director's name appears.
- F. The following notice or other acceptable written recognition shall appear in all Theatre programs:

The scenic, costume, lighting and sound designers in LORT Theatres are represented by United Scenic Artists, Local USA-829 of the IATSE.

Such notice will appear with the USA-829 logo, of which multiple formats are available for download on the Union's website www.usa829.org.
- G. Inadvertent omission of any of the requirements herein shall be rectified, if possible, upon notification, but, in any event, shall not be considered a material breach of this Agreement.

XXI. SAFETY AND HEALTH

- A. The parties and their members recognize that it is in their mutual best interest to promote safe and healthful conditions in the Theatre's workplace(s). Designers and the Theatre shall use their best efforts to confer, at the reasonable request of either, and endeavor to improve and/or correct any conditions to affect such purpose.
- B. The Designers are responsible for the visual aspects of the production only, and it is understood that all specifications relate solely to the appearance of the setting, costumes and/or lighting and not to matters of safety. The Designers agree to make prompt correcting alterations to any specification found to be incompatible by the Theatre with proper safety precautions.
- C. The Theatre will indemnify, defend, save, and hold the Designer(s), his/her heirs, executors, administrators, and assigns harmless from and against any and all liability, charges, costs, expenses, claims, and/or other loss, including reasonable attorneys' fees, whatsoever which they may suffer by reason of the designs furnished hereunder.
- D. The Theatre agrees to carry comprehensive general liability insurance applicable to any claims that might arise due to any work performed under this Agreement.

XXII. REVIVALS, EXTENSIONS, AND TOURS

- A. A Designer shall receive Additional Weekly Compensation according to the schedule below for all weeks that a production runs in excess of its originally

scheduled number of performances. In any event, the originally scheduled number of performances shall not exceed the original employment period established by contract for the production by the Theatre with the Actors employed for the production. Such payments may be prorated for less than full weeks.

	July 1, 2009	July 1, 2010	July 1, 2011
A Stages	\$221	\$221	\$225
B+ Stages	\$184	\$184	\$188
B Stages	\$147	\$147	\$150
C-1 Stages	\$110	\$110	\$112
C-2 Stages	\$74	\$74	\$75
D Stages	\$74	\$74	\$75

- B. If during the same season, the Theatre uses the original design in a revival or tour of the production at or by the Theatre (excluding transfers), the Designer shall receive TEN PERCENT (10%) of his/her contractual fee. For any additional performances in excess of the originally scheduled number of performances, the Designer shall receive an additional TEN PERCENT (10%) of his/her contractual fee.
- C. If in a season subsequent to the season for which the original Cover Sheet is applicable, the Theatre uses the original design in a revival or tour of the production, the Designer shall receive TWENTY-FIVE PERCENT (25%) of his/her contractual fee or TWENTY-FIVE PERCENT (25%) of the current applicable minimum fee, whichever is greater. This provision shall not apply to productions that had a first public performance prior to July 1, 2005.
- D. If the Theatre revives or extends or tours the production with the original design and if the Theatre determines that additional work is required, the Designer shall be afforded the first option to perform such additional work, and shall have TEN (10) days in which to respond to the Theatre in writing. The Theatre and the Designer shall negotiate compensation therefor at no less than the applicable minimum daily rate.

For productions that the Theatre plans to revive on a regular basis, such as Holiday season programs, the Theatre and the Designer may negotiate compensation for additional work required to remount the production each year. The fee shall be negotiated annually, but existing arrangements as of the effective date of this Agreement shall be exempt from this paragraph D.

To the extent that the Designer is unable or unwilling to perform the additional work, the Theatre, after consultation with the Designer, may engage, at its cost, another person to perform the additional work.

- E. The Theatre shall notify in advance, in writing, the Designer and the UNION of its intention to revive, extend, or tour the production, together with the dates of the production schedule.

XXIII. TRANSFERS

A. Transfers Planned in Advance.

1. If a non-LORT producer or a LORT Theatre transfers the production with the original design to a LORT Theatre or to a not-for-profit, non-LORT producer and the transfer is planned in advance, the Designer shall receive as compensation from the first theatre not less than the "Schedule C" fee applicable to the stage category of the first theatre. In addition, the Designer shall receive as compensation from each transferee Theatre or not-for-profit, non-LORT producer, an amount not less than FIFTY PERCENT (50%) of his/her contractual fee at the first theatre or the transferee theatre's then applicable minimum fee, whichever is greater.
2. For each day in residence at the transferee Theatre or non-LORT producer, the Designer shall be paid at not less than the applicable daily rate for the stage category of the transferee theatre. All days in residence shall be agreed upon by the Designer and each Theatre or non-LORT producer in the transfer arrangement and shall be stipulated on the Designer's Cover Sheet; however, if the total, aggregate sum due to the Designer for all services performed for the transferee Theatre or non-LORT producer (i.e., the transfer fee plus the payment for days in residence at the transferee theatre) equals or exceeds ONE HUNDRED PERCENT (100%) of the transferee theatre's applicable minimum fee for a single, stand-alone production, this daily rate provision shall not apply.

After the opening of a transferred production at a transferee theatre, any additional services provided by the Designer at that theatre shall be paid at not less than the applicable daily rate for that theatre's stage.

3. With respect to transfers that are planned in advance, this Article XXIII(A) comprehends that the Designer has accepted the design engagement with the foreknowledge that the production in question is a transfer planned in advance and with foreknowledge of the identity of the other transferee Theatres and/or non-LORT producers. Prior to beginning work on a planned transfer production, the Designer shall have executed a Cover Sheet with the first theatre, the rider to which shall set forth the transfer arrangement. Each subsequent Theatre or non-LORT producer shall execute a separate Cover Sheet with the Designer. In the event that the production is presented at a theatre that is not expressly set forth in the Designer's Cover Sheet or rider for the originating theatre, such a presentation shall be covered under Article XXIII(B), below.
4. If a LORT Theatre transfers the production with the original design to a commercial producer and the commercial producer is covered by an applicable Union contract, such applicable contract shall prevail for the commercial producer's production.
5. If a LORT Theatre transfers the production with the original design to a commercial producer for presentation in a Broadway theatre, the

Designer of the production shall receive a Broadway production contract from the commercial producer for the production at that Broadway theatre under the terms and conditions of the USA/League Agreement.

6. Paragraph XXII(A)(5), above, notwithstanding, if a LORT Theatre transfers the production with the original design to a commercial producer and the commercial producer is not covered by an applicable Union contract, the Designer shall receive from the commercial producer for the production at the producer's theatre SEVENTY-FIVE PERCENT (75%) of his/her contractual fee at the originating LORT Theatre or SEVENTY-FIVE PERCENT (75%) of the originating LORT Theatre's then applicable minimum fee, whichever is greater. Should the Designer be required to perform additional work, the producer and Designer shall negotiate in good faith additional compensation therefor.

B. Transfers Not Planned in Advance.

1. When the transfer is planned in advance as per Article XXIII(A), above, it shall be governed thereby.
2. If a Theatre transfers the production with the original design to another LORT Theatre or to a not-for-profit, non-LORT producer, the Designer shall receive from the transferee FIFTY PERCENT (50%) of his/her contractual fee or FIFTY PERCENT (50%) of the transferee's then applicable minimum fee, whichever is greater.
3. If the production with the original design is transferred to a LORT Theatre from a non-LORT producer, the Designer shall receive FIFTY PERCENT (50%) of the contractual fee or FIFTY PERCENT (50%) of the transferee LORT Theatre's then applicable minimum fee, whichever is greater.
4. If a LORT Theatre or a non-LORT producer transfers the production with the original design to a LORT Theatre, the Designer shall be afforded the first option to perform additional work. If the Theatre determines that additional work is required, the Theatre and the Designer shall negotiate compensation therefor at no less than the applicable minimum daily rate. The Designer shall have ten (10) days in which to respond in writing to the Theatre's offer of additional work. To the extent that the Designer is unable or unwilling to perform the additional work, the Theatre, after consultation with the Designer, may engage, at its cost, another person to perform the additional work.
5. If a LORT Theatre transfers the production with the original design to a non-LORT producer, the LORT Theatre shall use its best efforts to obtain for the Designer the first option to perform any additional work required by the non-LORT producer.
6. If a LORT Theatre transfers the production with the original design to a commercial producer and the commercial producer is covered by an

applicable UNION contract, such applicable contract shall prevail for the commercial producer's production.

7. If a LORT Theatre transfers the production with the original design to a commercial producer for presentation in a Broadway theatre, the Designer of the production shall receive a Broadway production contract from the commercial producer for the production at that Broadway theatre under the terms and conditions of the USA/League Agreement.
8. Paragraph XXII(B)(7) above notwithstanding, if a LORT Theatre transfers the production with the original design to a commercial producer and the producer is not covered by an applicable UNION contract, the Designer shall receive from the commercial producer for the production at the producer's theatre SEVENTY-FIVE PERCENT (75%) of his/her contractual fee at the originating LORT Theatre or SEVENTY-FIVE PERCENT (75%) of the originating LORT Theatre's then applicable minimum fee, whichever is greater. Should the Designer be required to perform additional work, the producer and Designer shall negotiate in good faith additional compensation therefor.
9. The Theatre shall not transfer the designs for the scenery, the scenery as a whole, the designs for the costumes, the complete set of costumes, the design for the lighting or the design for the sound or the sound tapes, discs or other sound media to another theatre or to a producer without the consent of the original Designer.
10. The Theatre shall notify in advance, in writing, the Designer and the UNION of its intention to transfer or receive transfer of the production, together with the dates of the production schedule.

XXIV. MEDIA PROVISIONS

- A. Except as expressly provided in this Article XXIV, no LORT Theatre, subsequent producer or any other third party shall broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of a LORT Theatre production where any part of the scenery, costumes, lighting, and sound for the production or the designs for the same (hereinafter, collectively, "designs") can be seen or heard.
 1. Where a LORT Theatre makes or causes to be made a visual and/or aural record of a production, in whole or in part, edited or unedited on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, and where any part of the designs may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred to hereinafter as the "capture" or "Reproduction" of the production, and the visual and/or aural record itself, any part thereof or a copy thereof, whether edited or unedited, shall be hereinafter referred to as the "captured material" or "Reproduction".

2. Captured Material may not be used to discipline Designers.

- B. Broadcast. Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts, or any of the artists connected with the production on international, national, state, and local news, arts, and arts award broadcasts; broadcast reviews of the production; talk and entertainment programs; community affairs broadcasts; community service programs; media projects for people with disabilities; T.V. spots; commercials; educational programs; or programs about the production. All of the foregoing shall include, but not be limited to, programs on radio, network and cable television, and the Internet.

Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. The Theatre may also capture interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, "Additional Footage"), which must be voluntary. The Designer's image shall not be used for any type of broadcast or non-broadcast release without the written permission of the Designer.

1. During a rehearsal:

- a) For the purposes of this provision, starting with the first day of rehearsal through the official opening, or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to four consecutive hours per day, one day per week. Any capture or part thereof shall constitute a full four-hour block. In repertory companies, only one four-hour block may be used per week (not per production).
- b) The Theatre shall endeavor that the capture process shall not prevent the Designer from providing the services for which he/she has been engaged by the Theatre.
- c) If the Designer is in residence, the Theatre shall make every reasonable effort to give the Designer 24 hours' notice and give notice if the time of the capture changes.

2. At a Performance

- a) An entire performance may be captured but only by the Theatre or a third party directly engaged by the Theatre. In the event the Capture is unusable or there is a cast change, another Capture of an entire performance may be made.
- b) If possible, when in residence, the Designer must be given 24 hours' notice of the capture of an entire performance or any part thereof.
- c) No additional or altered lighting may be used without consulting the Designer. Such alteration may require additional work. It is intended that in permitting such capture the design shall not be

changed and neither the actor nor the audience shall be disturbed in any manner.

3. Additional Footage:

- a) The Theatre's intent is to show the Designer's work in the best possible light.
- b) The Theatre will consult with the Designer prior to capture of costume fittings.
- c) There is no time limit on the capture or use of Additional Footage.

4. Provisions Applicable to Performance and Rehearsal:

- a) No more than fifteen (15) minutes of edited performance and/or rehearsal per production captured by the Theatre or a third party directly engaged by the Theatre shall be used. The edited footage/material may depict an entire scene or musical number.
- b) A news organization or media company may only capture up to thirty (30) minutes of rehearsal and up to thirty (30) minutes of performance per production. No more than three (3) minutes of edited performance or rehearsal footage that is captured by news organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.
- c) For any violation hereof, other than violations of unauthorized subsequent use of the film or tape, the Theatre shall pay an amount equal to seven (7) times the daily rate that is applicable for the LORT Theatre's Stage Category, to each Designer whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal that arises under a breach of this Rule, which the Designer or United Scenic Artists has against the Theatre or any third party.

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

Designers engaged on a production under the terms of this Agreement may participate, and their designs may be used in, the capture of material for use by the Theatre for the aforementioned purposes under the following terms and conditions:

1. All capture of performance and rehearsal must occur in accordance with this provision.
2. The Theatre shall receive no compensation for the exhibition of any material captured under the terms of this provision.
3. The Theatre will provide United Scenic Artists with the opportunity to view the completed Reproduction.

4. The edited Reproduction under the terms of this provision may constitute up to 25% of the captured material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited Reproduction may depict an entire scene or musical number.
 5. There is no time limit on the use of Additional Footage.
 6. In the event the Theatre wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Reproduction of the production for this sole purpose(s) and shall notify United Scenic Artists at the time of submission. In the event the captured material is unusable, another capture of an entire performance may be made. Any such Reproduction made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, or FESTIVAL APPLICATION PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule must also include the United Scenic Artists logo and identify that Designers of the production are represented by United Scenic Artists.
 7. The Theatre may retain and use Reproductions made under this provision for as long as the Theatre operates under the LORT Agreement, after which the Reproductions shall be transmitted to Equity to be destroyed, and the Theatre shall so inform or cause the UNION to be so informed.
 8. The Theatre will maintain control and ownership of all material reproduced by the Theatre and will ensure that it is used for no commercial purposes whatsoever.
- D. Production Work and Transfers. Capture to facilitate production work and transfers to not-for-profit Theatres.
1. Capture:
 - a) For the purposes of production work and the facilitation of transfers to other not-for-profit Theatres only, there shall be no time limit on the capture of rehearsal or performance.
 - b) It is intended that in permitting such capture, it shall be unobtrusive and the Designer, the Actor, and the audience shall not be disturbed in any manner.
 - c) If possible, while in residence the Designer must be given 24 hours' notice of the capture of an entire performance or any part thereof.
 2. Use:
 - a) The captured material may be used by the director, choreographer, playwright, orchestrator, dance arranger,

director, choreographer, original Designers of the production, Stage Manager, Dance Captain, Fight Captain, Stunt Coordinator, Director, Choreographer, and/or the not-for-profit transferee Theatre's production staff.

- b) After the stated purpose has been accomplished, the captured material must be destroyed.

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

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

1. On websites of the Theatre; transferee not-for-profit Theatres; not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar websites (such as Playbill.com); third-party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit service and arts promotion organizations (e.g., United Scenic Artists, Theatre Communications Group, Americans for the Arts);
2. On web sites of sponsors and/or supporters of the Theatre, provided:
 - a) The Designs are used solely to acknowledge the sponsorship or support and are not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;
 - b) At the time of contracting, the Theatre solicits from the Designer any current or potential professional conflicts which may limit the use of the Designer's designs on the sponsor's or supporter's web site, and the Theatre, based upon the Designer's written notification, does not use the designs in any way that may pose conflicts;
 - c) The footage is not used for more than two years from the date of the first paid public performance. The Designer may negotiate a lesser time period; and
 - d) The Theatre shall indemnify the Designer against any breach of a Designer exclusivity clause when such breach is a result of a use not authorized by this provision.
3. Promotional and publicity recordings may be delivered through the following platforms, including, but not limited to: mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. Theatres may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.

4. For all usage authorized hereunder, the Theatre's ticket sale information may be presented on the same "page" as the Reproduction.
5. The Designer shall receive billing on the Theatre's website show page in the customary order of Set, Costume, Lighting, and Sound. Inadvertent omission of any of the requirements herein shall be rectified upon notification, but, in any event, shall not be considered a material breach of this Agreement.
6. The above time restrictions apply per distribution point, not per delivery platform. Thus, a permitted Reproduction may be used on a number of different web sites, not just one Reproduction for the entire web.
7. Reproductions may be changed on an individual distribution point (e.g., a single web site) as often as the Theatre wishes, provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.
8. Without the expressed, written consent of the Designer, a LORT Theatre may not post or otherwise disseminate or broadcast images of a Designer's sketches, renderings, plans, drafting, models or other work product to any website or other platform.
9. Use of captured material for any purpose other than specified above is strictly prohibited. For any violation under this provision, the Designer shall be paid an amount equal to seven (7) times the daily rate that is applicable for the LORT Theatre's Stage Category.

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

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

G. Archival Recordings. For archival purposes of the Theatre, or other official library theatrical archive, the Theatre shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled "for archival use only". The

Theatre shall notify in advance, in writing, the Designer and the UNION prior to any such filming or taping.

H. Other Uses of Captured Material.

1. Except in the case of a transfer of the production from another not-for-profit Theatre where the subsequent theatre has engaged the designers of the production captured in the material, should the Theatre use captured material from a previous production or a production produced by a different Theatre, the original production will be so identified (e.g., "footage from original Goodman Theatre production 2009"). The Theatre may utilize captured material from another production to promote and publicize a separately produced production for which all of the original designers have not been engaged, only with additional payments to any Designer of the original production not engaged, as negotiated by United Scenic Artists.
2. The Theatre may furnish captured material to a commercial producer for promotional and publicity purposes only, provided the commercial producer makes additional payment to the Designers of the production as negotiated by the commercial producer with United Scenic Artists.
3. Except in the case of a transfer of the production to another not-for-profit Theatre which includes the work of all designers of the original production, the Theatre may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, only with additional payments to each Designer of the original production as negotiated by United Scenic Artists.
4. United Scenic Artists may obtain and use footage from any production (including closed productions), for the purposes of promoting and branding United Scenic Artists, provided United Scenic Artists credits both the Theatre and the production.

I. Broadcast or Distribution of an Entire Production or a Section Over Fifteen (15) Minutes Up To the Entire Production. Where more than an aggregate total of fifteen (15) minutes of live images and/or captured material from a single production is used or licensed by the Theatre, the Theatre or its licensee shall pay or cause to be paid to the Designer(s) as follows:

1. For broadcast of a partial production a rate shall be negotiated by the Theatre and the UNION.
2. For a non-commercial broadcast of an entire production, FIFTY PERCENT (50%) of the Designer's contractual fee with the Theatre for the Designer's design of the production for the Theatre, or FIFTY PERCENT (50%) of the then current applicable minimum fee, whichever is greater; however, in no event shall the Designer receive less than Two Thousand Five Hundred Dollars (\$2,500.00) in payment for a non-commercial broadcast.
3. For a commercial broadcast of an entire production, SEVENTY-FIVE PERCENT (75%) of the Designer's contractual fee with the Theatre for the design of the production for the Theatre, or SEVENTY-FIVE

PERCENT (75%) of the then current applicable minimum fee, whichever is greater; however, in no event shall the Designer receive less than Five Thousand Dollars (\$5,000.00) in payment for a commercial broadcast.

4. The Theatre shall not create or license the creation of products including, but not limited to, compact discs (CDs), digital video discs (DVDs), Blu-Ray, or other direct to the public media, or electronic download, made from captured material, without reaching an agreement for such creation and distribution with the UNION.
 5. Where a LORT Theatre desires to create merchandise from the Designer's sketches, renderings, models, plans, or other work product, the Theatre shall negotiate with the Designer and the Designer shall approve the terms and conditions for such distribution.
- J. For all broadcasts and recordings of a production where the design(s) of the production can be seen or heard, the Designer(s) shall receive billing as follows, unless otherwise agreed: Scenery designed by _____, Costumes designed by _____, Lighting designed by _____, Sound designed by _____.
- K. Except as may be otherwise provided herein, all captured material that a LORT Theatre shall provide to a third party for any purpose whatsoever, shall remain the property and responsibility of the LORT Theatre.

XXV. ASSISTANT DESIGNERS

- A. If the Theatre and the Designer have agreed that the services of a Non-staff Assistant Designer are required, Theatre and the Designer shall agree on his/her compensation. At the Designer's request, the Theatre shall arrange with the University/Resident Theatre Association to be the employer of record for the purpose of compensating the Non-staff Assistant Designer.
- B. The payments by the Theatre to U/RTA shall be sufficient to cover contributions in an amount equal to 18% of earnings to the United Scenic Artists Pension and Welfare Fund, to be distributed 9% to the Pension Fund and 9% to the Welfare Fund, in addition to any service charges or fees required by U/RTA.
- C. In the event that LORT is unable to reach agreement with U/RTA to provide the above payroll services, LORT may elect to utilize another payroll entity to provide them, subject to the consent of the Union, which shall not be unreasonably withheld.
- D. Subject to the provisions of applicable law, each Non-staff Assistant Designer subject to this section shall be required to make application to join the Union upon his/her engagement for a fourth such service. The foregoing Union Security provision shall not apply to matriculated students. This provision shall not apply to A+ Stages, which are governed by a separate Addendum between the parties.

XXVI. GRIEVANCE AND ARBITRATION

- A. In the event of a difference, dispute, or controversy (hereinafter referred to as the "Grievance") between the UNION and Theatre or LORT arising under, out of, or relative to this Agreement, a Cover Sheet, or any Rider annexed to a Cover Sheet, adjustment of such Grievance shall be undertaken in accordance with the following procedure:
- B. The UNION and LORT agree that a prompt attempt will be made to settle the Grievance amicably in preliminary discussions between the Theatre and the Designer or the UNION. Notwithstanding the foregoing, the UNION agrees to give the Theatre and LORT's General Counsel immediate notice, in writing, of any claim it believes to be meritorious, which shall include an identification of the contractual provision alleged to have been violated and a description of the facts underlying the claim.
- C. If the Grievance is not resolved pursuant to Paragraph B above, either the UNION or LORT may submit the Grievance for review and possible resolution by a Grievance Committee comprised of three (3) individuals designated by the UNION and THREE (3) individuals designated by LORT. In rendering a decision, the UNION's representatives and LORT's representatives shall each cast, in the aggregate, ONE (1) vote. A decision of the Grievance Committee shall be final and binding on the parties only if there are TWO (2) concurring votes. Such decisions may be enforced in any court of competent jurisdiction. The Grievance Committee shall convene in New York City.
- D. Should the Grievance Committee fail to resolve the Grievance, either party may submit the Grievance to arbitration. Notwithstanding the foregoing, either the UNION or LORT may decide to waive the Grievance procedure and proceed directly to arbitration.
- E. After notice, in writing, to the other party and to the other party's Counsel, either the UNION or LORT may file a request for arbitration in New York City with the American Arbitration Association pursuant to its then existing Voluntary Labor Arbitration Rules. The arbitration shall be by ONE (1) arbitrator, whose fees and expenses, including those normally charged by the American Arbitration Association, should be borne equally, ONE-HALF (1/2) by LORT, ONE-HALF (1/2) by the UNION.
- F. Where Grievances are subject to arbitration under this Agreement, they shall be decided in accordance with the laws of the State of New York. Arbitration shall be the sole and exclusive remedy for unresolved Grievances arising under this Agreement, any Cover Sheet, or any Rider. All arbitration proceedings shall take place in New York City. The decision of the arbitrator shall be final and binding, and may be enforced in any court of competent jurisdiction.
- G. The UNION shall act on behalf of the Designer in any arbitration proceedings. No Designer is authorized to commence any arbitration proceeding, except with the consent of the UNION. LORT shall act on behalf of the Theatre in any arbitration proceedings, unless LORT's Executive Committee shall decline to have LORT represent the Theatre, in which event the Theatre may represent itself. No Theatre is authorized to commence any arbitration proceeding, except with the consent of LORT. Copies of all demands, notices, and

correspondence pertaining to any and all arbitrations, whether LORT represents the Theatre or not, served by the UNION upon the Theatre shall also be served upon LORT's General Counsel.

XXVII. NO STRIKE - NO LOCKOUT

During the term of this Agreement there shall be no work stoppages, slowdowns, strikes or lockouts.

XXVIII. SAVING CLAUSE

In the event that any provision of this Agreement shall be found invalid because of the enactment or operation of any applicable law, or the reorganization of the UNION or LORT, the remaining provisions of this Agreement shall not be affected but shall remain in full force and effect.

XXIX. PARAGRAPH HEADINGS

Paragraph headings are for reference purposes only.

XXX. AMENDMENT

This Agreement may not be changed, modified, renewed, extended, or discharged except by an agreement in writing signed by the UNION and LORT.

XXXI. TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years ("Term"). The first day of the Term shall be July 1, 2009, and the last day of the Term shall be June 30, 2012.

This Agreement shall apply to Designers engaged by a LORT member Theatre to perform *covered services* on productions that have a first public performance during the Term. In any renewal, extension, change, or replacement of this Agreement, any terms that are more favorable to Designers than those contained herein shall automatically be deemed to apply to Cover Sheets for productions that have a first public performance after the end of the Term.

Before Thanksgiving of 2011, representatives of LORT and the Union shall meet at a mutually agreed upon time and place to engage in preliminary discussions with regard to possible issues and proposals in a subsequent negotiation for a renewal of this Agreement. At that time, the parties shall also discuss the place, times and dates for that subsequent negotiation. In no event shall LORT and the Union enter into negotiations for a successor agreement to this Agreement later than March 31, 2012.

XXXII. NOTIFICATION

The parties hereby agree that at least SIXTY (60) days prior to the termination of this agreement, they will enter into negotiations for renewal, modification, or a new working Agreement between the UNION and LORT.

SIGNED AS OF THIS 11 DAY OF January 2010 *g*

UNITED SCENIC ARTISTS LOCAL 829

BY: *Cecilia A. Friederichs*

Cecilia A. Friederichs
National Business Agent

LEAGUE OF RESIDENT THEATRES

BY: *Susan Medak*

Susan Medak
President

Sideletter #1

as of July 1, 2009

Ms. Cecilia A. Friederichs
National Business Agent
United Scenic Artists, Local 829
29 West 38th Street, 15th Floor
New York, NY 10018

Re: Theatre for Young Audiences

Dear Ms. Friederichs:

With respect to the phrase "children's theatre productions" in Article V(A) of the Agreement between the League of Regional Theatres ("LORT") and United Scenic Artists, Local 829, LORT hereby warrants and represents that it does not, as collective bargaining association, have the authority to represent or negotiate for its member Theatres regarding their activities under or pursuant to Actors' Equity Association's Theatre for Young Audiences contract.

Sincerely,



Susan Medak
LORT President

Accepted and agreed:


National Business Agent, Local 829

Sideletter #2

as of July 1, 2009

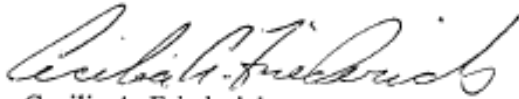
Ms. Susan Medak, LORT President
Berkeley Repertory Theatre
2025 Addison Street
Berkeley, CA 94704

Re: Designer's Expenses

Dear Ms. Medak:

In the course of our recent negotiations, the League of Resident Theatres committed itself to an educational effort among its Theatres with respect to the Theatre's responsibility to reimburse Designers for mutually-agreed-upon expenses directly related to the production.

Yours truly,



Cecilia A. Friederichs
National Business Agent

Accepted and agreed:



LORT President

Sideletter #3

as of July 1, 2009

Ms. Susan Medak, LORT President
Berkeley Repertory Theatre
2025 Addison Street
Berkeley, CA 94704

Re: Designer's Expenses, Review

Dear Ms. Medak:

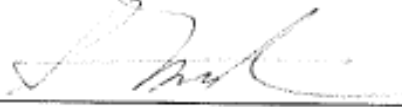
In the course of our recent negotiations, the League of Resident Theatres and United Scenic Artists Local 829 agreed to conduct a periodic review of Designers' expenses. The procedure is to be worked out.

Yours truly,



Cecilia A. Friederichs
National Business Agent

Accepted and agreed:



LORT President

Sideletter #4

as of July 1, 2009

Ms. Susan Medak, LORT President
Berkeley Repertory Theatre
2025 Addison Street
Berkeley, CA 94704

Re: Protected Theatres

Dear Ms. Medak:

In the course of our recent negotiations, the League of Resident Theatres ("LORT") and United Scenic Artists Local USA-829 ("UNION") agreed on the need for special treatment of certain Theatres, called "Protected Theatres". A Protected Theatre is one that has an accumulated deficit that is TEN PERCENT (10%) or greater of its annual operating budget for C and D Theatres, or TWENTY-TWO PERCENT (22%), for B+ and B Theatres.

A Protected Theatre has the right to reduce a Designer's compensation by FIVE PERCENT (5%) at A and B+ stages, by TEN PERCENT (10%) at B and C-1 stages and by FIFTEEN PERCENT (15%) at C-2 and D stages. A Theatre will continue on Protected Theatre status until it operates for one whole fiscal year with an accumulated deficit of less than TEN PERCENT (10%) of its annual operating budget for C and D Theatres, or TWENTY-TWO PERCENT (22%), for B+ and B Theatres.


At the same time that a Theatre applies to Actors' Equity Association ("AEA") for status as a Protected Theatre and provides AEA with documentation in support of the application, the Theatre shall also provide the UNION with the same documentation.

In any event, the determination of AEA when in accordance with the foregoing rules for the determination of Protected Theatre status, shall be binding.

Yours truly,


Cecilia A. Friederichs
National Business Agent

Accepted and agreed:



LORT President

Sideletter #5

as of July 1, 2009

Ms. Cecilia A. Friederichs
National Business Agent
United Scenic Artists, Local 829
29 West 38th Street, 15th Floor
New York, NY 10018

Re: P&W Deductions for Staff Designers

Dear Ms. Friederichs:

The League of Resident Theatres ("LORT") agrees that its member Theatres will, upon proper written application by a Staff Designer who is a member of United Scenic Artists, Local 829 ("UNION"), deduct from that Staff Designer's salary an amount equal to Twelve and One Half Percent (12.5%) of his/her gross salary and remit same to the UNION payable to "United Scenic Artists, Local 829, Pension and Welfare Fund".

Such written application should state both the percentage and dollar amount of the deduction, the term during which the deduction shall be made, and the administrative office of the UNION to which it shall be sent. The agreement contained herein shall expire on June 30, 2012.

Sincerely,



Susan Medak
LORT President

Accepted and Agreed:



Cecilia A. Friederichs
National Business Agent, Local 829

Sideletter #6

as of July 1, 2009

Ms. Cecilia A. Friederichs
National Business Agent
United Scenic Artists
29 West 38th Street, 15th Floor
New York, NY 10018

Re: Tony-Eligible LORT Productions

Dear Ms. Friederichs:

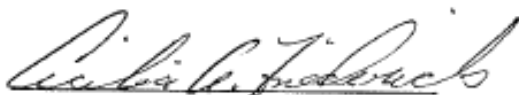
The League of Resident Theatres ("LORT") agrees that if a member Theatre originates a production in a non-LORT, Tony-eligible house, such production will be produced under the Union's agreement with the League of American Theatres and Producers.

Sincerely,



Susan Medak
LORT President

Accepted and Agreed:



National Business Agent, Local 829

Sideletter #7

as of July 1, 2009

Ms. Cecilia A. Friederichs
National Business Agent
United Scenic Artists
29 West 38th Street, 15th Floor
New York, NY 10018

Re: Standing Committee

Dear Ms. Friederichs:

In the course of our recent negotiations, a number of issues were raised by both the League of Resident Theatres ("LORT") and Local USA-829 of the International Alliance of Theatrical Stage Employees (the "Union") that merit further discussion. Of particular interest is the growing collaboration between LORT and the commercial theatre. It is agreed that a standing committee will be created to discuss issues of general or immediate concern to LORT or the Union.

The membership of the committee shall consist of the President of LORT and the National Business Agent of the Union and such other persons as each of them may from time to time appoint. The committee may be convened at the request of either LORT or the Union.

Sincerely,



Susan Medak
LORT President

Accepted and Agreed:


National Business Agent, Local 829

Sideletter #9

as of July 1, 2009

Ms. Cecilia A. Friederichs
National Business Agent
United Scenic Artists
29 West 38th Street, 15th Floor
New York, NY 10018

Re: Round House Theatre

Dear Ms. Friederichs:

In the course of our recent negotiations, USA agreed to recognize Round House Theatre (RHT) as part of LORT's collective bargaining unit. Round House Theatre shall conform to all terms and conditions of LORT's collective bargaining agreement with USA, with the following provisions:

- RHT agrees to maintain its current USA minimum salary levels.
- RHT will maintain 50% coverage on its Bethesda Main Stage.
- Assistant Designers will continue to be recognized positions at RHT.
- Pension and Welfare shall convert to LORT allocations.
- RHT's current per diem agreement shall be supplanted by Article XVIII(E) of the Agreement.

Sincerely,



Susan Medak
LORT President

Accepted and Agreed:



National Business Agent, Local 829

SCHEDULE A: LORT Member Theatres and Stage Categories (as of July 1, 2009)

LORT THEATRE:	<u>Mainstage (bold)</u> Second Stage	Moves up/down on 2/22/2010
ACT Theatre	Allen Arena Theatre: B Falls Thrust Theatre: C-2	Allen: C-2
Actors Theatre of Louisville	Pamela Brown Auditorium: C-1 Bingham Theatre: D Victory Jory Theatre: D	
Alabama Shakespeare Festival	The Festival Stage: C-1 The Octagon Stage: D	
Alley Theatre	Patricia Peckinpaugh Hubbard Stage: B Hugo V. Neuhaus Stage: C-2	
Alliance Theatre	Alliance Stage: B Hertz Stage: D	
American Conservatory Theater	Geary Theater: A Zeum Theater: D	
American Repertory Theatre	Loeb Drama Center: B Zero Arrow Theatre: D	Loeb: C-1
Arden Theatre Company	F. Otto Haas Stage: D Arcadia Stage: D	Otto Haas: C-2
Arena Stage	Fichandler Stage: B+ Kreeger Theater: B Crystal City: B 14 th & T: D	Fichandler: B
Arizona Theatre Company	Alice Holsclaw Theatre: B Herberger Theater Center: B Mesa Center/Virginia D. Piper: D	
Arkansas Repertory Theatre	Main Stage: D Second Stage: D	
Asolo Theatre Company	Mertz Theatre: C-1 Cook Theatre: D Historic Asolo: D	
Barter Theatre	Barter Theatre: D Stage II: D	
Berkeley Repertory Theatre	Thrust Theatre: B Roda Stage: B	
Capital Repertory Theatre	Capital Repertory Theatre: D	
CENTERSTAGE	Pearlstone Theater: B Head Theater: C-2	
Center Theatre Group	Mark Taper Forum: A Kirk Douglas Theatre: D	
The Cincinnati Playhouse in the Park	Robert S. Marx Theatre: B+ Thompson Shelterhouse Theatre: D	Marx: B

LORT THEATRE:	<u>Mainstage (bold)</u> Second Stage	Moves up/down on 2/22/2010
City Theatre Company	Mainstage: D Lester Hamburg Studio Theatre: D	
Clarence Brown Theatre Company	Clarence Brown Theatre: D Ula Love Doughty Carousel Theatre: D	
The Cleveland Play House	Bolton Theatre: C-1 Drury Theatre: C-1 Baxter Stage: C-2 Brooks Theatre: D Studio One: D	Baxter: D
Court Theatre	Mainstage: D	
Dallas Theater Center	Kalita Humphreys Theater: C-1	
Delaware Theatre Company	Delaware Theatre: D	
Denver Center Theatre Company	The Stage Theatre: B Buell Theatre: B The Space Theatre: C-2 The Jones Theatre: D The Ricketson Theatre: D	Buell: B+
Florida Stage	Florida Stage: C-2	
Florida Studio Theatre	Keating Theatre: D Gompertz Theatre: D	
Ford's Theatre	Ford's Theatre: A	
Geffen Playhouse	Geffen Playhouse: B Audrey Skirball Kenis Theater: D	
George Street Playhouse	Mainstage: C-2	
Georgia Shakespeare	Conant Performing Arts Center: D	
Geva Theatre Center	Elaine P. Wilson Mainstage: B Ron and Donna Fielding Nextstage: D	
The Goodman Theatre	Albert Ivar Goodman Theatre: B+ Owen Bruner Goodman Theatre: D	
Goodspeed Musicals	Goodspeed Opera House: B Norma Terris Theatre: D	
Great Lakes Theater Festival	Playhouse Square: D	Playhouse Square: C-1
The Guthrie Theater	Mainstage: A McGuire Proscenium: B Dowling Studio: D	
Hartford Stage Company	John W. Huntington Theatre: B	
Huntington Theatre Company	Boston University Theatre: B+ Virginia Wimberly Theatre: C-2	
Indiana Repertory Theatre	Mainstage: C-1 Upperstage: D	

LORT THEATRE:	<u>Mainstage (bold)</u> Second Stage	Moves up/down on 2/22/2010
Intiman Theatre	Intiman Playhouse: C-2	
Kansas City Repertory Theatre	Helen F. Spencer Theatre: B Copaken Stage: C-2	Spencer: C-1 Copaken: D
Laguna Playhouse	Moulton Theatre: B	
La Jolla Playhouse	Mandell Weiss Theatre: B Potiker Theatre: B Mandell Weiss Forum: C-2	
Lincoln Center Theater	Vivian Beaumont Theater: A+ Mitzi E. Newhouse Theater: B	
Long Wharf Theatre	C. Newton Schenck, III Mainstage: B Stage II: D	
Maltz Jupiter Theatre	Main Stage: C-1	Main Stage: B
Manhattan Theatre Club	Samuel J. Friedman Theatre: A+ City Center Stage I: B City Center Stage II: D	
McCarter Theatre	Matthews Theatre: B+ Berlind Theatre: C-2	
Merrimack Repertory Theatre	Nancy Donahue Stage: D	
Milwaukee Repertory Theater	Quadracci Powerhouse Theater: B Pabst Theater: A Vogel Hall: D Stackner Cabaret: D Stiemke Theater: D	
Northlight Theatre	Northlight Theatre: C-2	
The Old Globe	Old Globe Theatre: B Lowell Davies Festival Theatre: B Cassius Carter Centre Stage: D Copley: D	
Pasadena Playhouse	Pasadena Playhouse: B	
The People's Light and Theatre Company	The Main Stage: D Steinbright Stage: D	
The Philadelphia Theatre Company	Suzanne Roberts Theatre: D Players	Suzanne: C-2
Pittsburgh Public Theater	Anthony J. O'Reilly Theater: B	
PlayMakers Repertory Company	Paul Green Theatre: D Kenan Theatre: D	
Portland Center Stage	Newmark Theatre: B Ellen Bye Studio: D	

LORT THEATRE:	<u>Mainstage (bold)</u> Second Stage	Moves up/down on 2/22/2010
Portland Stage Company	Portland Stage Company: D	
The Repertory Theatre of St. Louis	Mainstage: B+ Grandel Theatre: D Studio Theatre: D	Mainstage: B
Roundabout Theatre Company	American Airlines Theatre: A+ Studio 54: A+ Stephen Sondheim Theatre: A+ Laura Pels Theatre: B	
Round House Theatre	Bethesda: D Silver Spring: D	
San Jose Repertory Theatre	Sobrato Auditorium: B	
Seattle Repertory Theatre	Bagley Wright Theatre: B+ Leo Kreielsheimer Theatre: D	Wright: B
Shakespeare Theatre Company	The Lansburgh: B+ Sidney Harman Hall: B+ Carter Barron Amphitheatre: D	
South Coast Repertory	Seegerstrom Stage: B Argyros Stage: C-2	Argyros: D
Syracuse Stage	Archbold Theatre: C-1 Hutchings Aud. 810: D	
Theatre For A New Audience	D	
TheatreWorks	Mountain View Center: B Lucie Stern Theatre: C-2	
Trinity Repertory Company	Chace Theater: B Dowling Theater: D	
Virginia Stage Company	Wells Theatre: D	
The Wilma Theater	The Wilma Theater: C-2	Wilma: D
Yale Repertory Theatre	Yale Repertory Theatre: D New Theater: D University Theatre: D	

SCHEDULE B-1 COVER SHEET (Form may be downloaded at www.usa829.org)



Print Form

UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

29 West 38th Street • 15th Floor • New York, NY 10018 • Phone: 212-581-0300 • Fax: 212-977-2011

111 N. Wabash Avenue • Suite 2107 • Chicago, IL 60602 • Phone: 312-857-0829 • Fax: 312-857-0819

2009-2012 LEAGUE OF RESIDENT THEATRES COVER SHEET – STANDARD INDIVIDUAL DESIGNER’S AGREEMENT

This Cover Sheet must be signed and submitted in quadruplicate. Attach all Riders to each copy. The Theatre will fax a copy of the Cover Sheet and all Riders to the Union simultaneously with delivery to the Designer. Within seven (7) business days after the receipt of the signed copy from the Designer, the Theatre will file one copy with the Union. The Designer shall not be required to furnish any designs until the Cover Sheet has been executed by the Theatre.

I. AGREEMENT: Pursuant to the Agreement between the League of Resident Theatres and United Scenic Artists, the Theatre engages the Designer to design, and the Designer agrees to design, the Production herein described.

NAME OF THEATRE: _____ **LORT STAGE CATEGORY:**
 NAME OF STAGE: _____ A+ A B+ B
 NAME OF DESIGNER: _____ C-1 C-2 D
DESIGN CATEGORY: SCENERY COSTUMES LIGHTING SOUND
 NAME OF PRODUCTION: _____
 DATE OF FIRST REHEARSAL: _____ FIRST PUBLIC PERFORMANCE: _____ PRESS OPENING: _____ FINAL PERFORMANCE: _____
DATES IN RESIDENCE: The Designer shall be in residence for _____ days, including tech period,
 which shall be from: _____ to: _____
REIMBURSABLE EXPENSE BUDGET: \$ _____
IS RIDER ATTACHED? Yes No **WILL PRODUCTION TRANSFER TO ANOTHER THEATRE(S)?** Yes No
If YES, specify in Rider

II. COMPENSATION:

The Theatre agrees to pay the Designer the fee of: \$ _____, payable in thirds, according to the following schedule:

A. \$ _____ (1/3) - Payable upon signing of this Cover Sheet.
 B. \$ _____ (1/3) - Payable on the date that designs, drawings, sketches and/or specifications are accepted as sufficient to begin construction of scenery or costumes, or to hang lighting instruments, or in the case of sound, the Designer's first day of residence for technical rehearsals.
 C. \$ _____ (1/3) - Payable on the scheduled termination date: _____

III. GENERAL PROVISIONS: Both the Theatre and the Designer agree that each and every provision contained in the basic Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829, shall be part of this Cover Sheet as though set forth herein at length, and that they have read said Agreement which sets forth the minimum conditions under which the Designer may work for the Theatre. No Designer or Theatre may waive or alter any of the provisions of said Agreement without the written approval of the Union, except that nothing in the Agreement shall preclude a Designer from obtaining better terms and conditions than are therein provided. This provision is of the essence of the Agreement. Additional terms shall be placed in a Rider attached to this Cover Sheet and shall be deemed a part hereof.

ACCEPTED by Designer:

SIGNATURE _____
 SOCIAL SECURITY NUMBER _____
(Required if this is your first LORT contract)
 STREET ADDRESS _____
 CITY, STATE, ZIP _____
 E-MAIL ADDRESS _____
 PHONE _____
 SIGNING DATE _____

ACCEPTED for Theatre by:

SIGNATURE _____
 PRINT NAME AND TITLE _____
 STREET ADDRESS _____
 CITY, STATE, ZIP _____
 E-MAIL ADDRESS _____
 PHONE _____
 SIGNING DATE _____

ACCEPTED by United Scenic Artists, Local USA 829, IATSE:

NAME _____ DATE _____ USA 829 CONTRACT # _____

SCHEDULE B-2 INDIVIDUAL ARTIST'S AGREEMENT (Form may be downloaded at www.usa829.org)



Print Form

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 111 N. Wabash Avenue • Suite 2107 • Chicago, IL 60602 • Phone: 312-857-0829 • Fax: 312-857-0819

2009-2012 LEAGUE OF RESIDENT THEATRES – INDIVIDUAL ARTIST'S AGREEMENT

This LIAA must be signed and submitted in quadruplicate. Attach all Riders to each copy. The Theatre will fax a copy of the LIAA and all Riders to the Union simultaneously with delivery to the Designer. Within seven (7) business days after the receipt of the signed copy from the Designer, the Theatre will file one copy with the Union. The Designer shall not be required to furnish any designs until the LIAA has been executed by the Theatre.

I. AGREEMENT: Except as provided herein at section II, this LIAA is subject to the terms and conditions of the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829. Additional terms shall be placed in a Rider attached to this LIAA and shall be deemed a part thereof.

NAME OF THEATRE: _____ **STAGE CATEGORY:** _____

NAME OF STAGE: _____ A+ A B+ B

NAME OF DESIGNER: _____ C-1 C-2 D

DESIGN CATEGORY: SCENERY COSTUMES LIGHTING SOUND

NAME OF PRODUCTION: _____

DATE OF FIRST REHEARSAL: _____ **FIRST PUBLIC PERFORMANCE:** _____ **PRESS OPENING:** _____ **FINAL PERFORMANCE:** _____

DATES IN RESIDENCE: The Designer shall be in residence for _____ days, including the tech period, which shall be from: _____ to: _____

REIMBURSABLE EXPENSE BUDGET: \$ _____

RIDER ATTACHED? Yes No

II. COMPENSATION:

The Theatre agrees to pay the Designer the fee of: \$ _____, payable in thirds, according to the following schedule:

- A. \$ _____ Payable upon signing of this LIAA.
- B. \$ _____ Payable on the date that designs, drawings, sketches and/or specifications are accepted as sufficient to begin construction of scenery or costumes, or to hang lighting instruments, or in the case of sound, the Designer's first day of residence for technical rehearsals.
- C. \$ _____ Payable on the scheduled termination date: _____
- D. **PENSION AND WELFARE:** The Theatre shall contribute a sum of money equal to **nine percent (9%)** of gross wages to the *United Scenic Artists Pension Fund*, and shall contribute a sum of money equal to **nine percent (9%)** of gross wages to the *United Scenic Artists Welfare Fund*. Contributions shall be remitted to the *United Scenic Artists Pension & Welfare Funds* at *29 West 38th Street, 15th Floor, New York, NY 10018*. Contributions may be remitted in a single check.

ACCEPTED by Designer:

SIGNATURE _____

SOCIAL SECURITY NUMBER _____
(Required if this is your first LORT contract)

STREET ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

PHONE _____

SIGNING DATE _____

ACCEPTED for Theatre by:

SIGNATURE _____

PRINT NAME AND TITLE _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

PHONE _____

SIGNING DATE _____

ACCEPTED by United Scenic Artists, Local USA 829, IATSE:

NAME _____ DATE _____ USA 829 CONTRACT # _____

SCHEDULE B-3 SUPPLEMENT TO THE COVER SHEET



Print Form

UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

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 111 N. Wabash Avenue • Suite 2107 • Chicago, IL 60602 • Phone: 312-857-0829 • Fax: 312-857-0819

2009-2012 LEAGUE OF RESIDENT THEATRES – SUPPLEMENT TO THE COVER SHEET

This Supplement must be signed and submitted in quadruplicate. The Theatre will fax one copy of this Supplement to the Union simultaneously with delivery to Designer. Within seven (7) business days after receipt of the signed copy from the Designer, the Theatre will file one copy with the Union.

NAME OF THEATRE: _____ STAGE CATEGORY: _____
 NAME OF STAGE: _____ A+ A B+ B
 NAME OF DESIGNER: _____ C-1 C-2 D
 CATEGORY: SCENERY COSTUMES LIGHTING SOUND

NAME OF PRODUCTION: _____

1. **EXTENSION:**
 The Production has been extended beyond its originally scheduled number of performances: from _____ to _____. The Designer is to be paid Additional Weekly Compensation totaling \$ _____ which represents _____ weeks plus _____ performances.

2. **REVIVAL OR TOUR:**
 The Production is to be revived or toured from _____ to _____. Designer is to be paid \$ _____

3. **ADDITIONAL WORK:**
 In connection with the Production, the Designer will provide additional work at the applicable Daily Rate of \$ _____ per day for _____ days, beginning _____. Dates of Residence if agreed _____

4. **CAPTURE:**
 A. For a **non-commercial broadcast** of the Production to be aired on or about _____ the Theatre will pay, or cause to be paid, to the Designer the fee of: \$ _____
 B. For a **commercial broadcast** of the Production to be aired on or about _____ the Theatre will pay, or cause to be paid, to the Designer the fee of: \$ _____

5. **POSTPONEMENT:**
 The Production has been postponed as of: _____ or until: _____ (if known). Additional Payment made, if required: \$ _____

6. **ABANDONMENT:**
 The Production has been abandoned on: _____
 The Designer has been paid: \$ _____, which represents _____ % of the original fee.

<p>ACCEPTED by Designer:</p> <p>SIGNATURE _____</p> <p>STREET ADDRESS _____</p> <p>CITY, STATE, ZIP _____</p> <p>E-MAIL ADDRESS _____</p> <p>PHONE _____</p> <p>SIGNING DATE _____</p>	<p>ACCEPTED for Theatre by:</p> <p>SIGNATURE _____</p> <p>PRINT NAME AND TITLE _____</p> <p>STREET ADDRESS _____</p> <p>CITY, STATE, ZIP _____</p> <p>E-MAIL ADDRESS _____</p> <p>PHONE _____</p> <p>SIGNING DATE _____</p>
---	--

ACCEPTED by United Scenic Artists, Local USA 829, IATSE:

NAME _____ DATE _____ USA 829 CONTRACT # _____

SCHEDULE B-4 ASSISTANT DESIGNER'S COVER SHEET FOR A+ STAGES

(Form may be downloaded at www.usa829.org)



Print Form

UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

29 West 38th Street • 15th Floor • New York, NY 10018 • Phone: 212-581-0300 • Fax: 212-977-2011
 111 N. Wabash Avenue • Suite 2107 • Chicago, IL 60602 • Phone: 312-857-0829 • Fax: 312-857-0819

2009-2012 LEAGUE OF RESIDENT THEATRES COVER SHEET – A+ STAGES – ASSISTANT DESIGNER'S AGREEMENT

This Cover Sheet must be signed and submitted in triplicate. Attach all Riders to each copy. Within seven (7) business days after the receipt of the signed copy from the Assistant Designer, the Theatre will file one copy with the Union.

I. AGREEMENT: Pursuant to the Agreement between the League of Resident Theatres and United Scenic Artists, the Theatre engages the Assistant Designer, and the Assistant Designer agrees to the terms herein described.

NAME OF ASSISTANT: _____

NAME OF THEATRE: _____

NAME OF STAGE: _____

ASSISTANT TO DESIGNER OF: SCENERY COSTUMES LIGHTING SOUND

NAME OF DESIGNER: _____

NAME OF PRODUCTION: _____ OPENING ON OR ABOUT _____

RIDER ATTACHED? Yes No

II. COMPENSATION:

The Theatre agrees to pay the Assistant Designer a weekly salary of: \$ _____, for up to _____ weeks.

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

Employment does not have to be continuous.

The above sum may be pro-rated per day at 1/6th the weekly rate, but in no event less than the daily rate if the Assistant is being paid at Union scale. Work on the 7th day shall be paid at one and one half times one sixth (1/6) of the weekly rate. All work on the 7th day must be approved by the Theatre.

III. GENERAL PROVISIONS: Both the Theatre and the Assistant Designer agree that each and every applicable provision contained in the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829, shall be part of this Cover Sheet, as though set forth herein at length, and that they have read said Agreement which sets forth the minimum conditions under which the Assistant Designer may work for the Theatre. No Assistant Designer or Theatre may waive or alter any of the provisions of said Agreement without the written approval of the Union, except that nothing in the Agreement shall preclude an Assistant Designer from obtaining better terms and conditions than are therein provided. This provision is of the essence of the Agreement. Additional terms shall be placed in a Rider attached to this Cover Sheet and shall be deemed a part hereof.

DUES CHECK-OFF AUTHORIZATION: I, the undersigned, herewith authorize my employer to deduct from all monies earned the administrative union dues assessed at 2% of gross wages, and direct that amounts so deducted be sent directly to the Financial Secretary of United Scenic Artists for and on my behalf.

ACCEPTED by Assistant Designer:

ACCEPTED for Theatre by:

SIGNATURE _____

SOCIAL SECURITY NUMBER _____
(Required if this is your first LORT contract)

STREET ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

PHONE _____

SIGNING DATE _____

SIGNATURE _____

PRINT NAME AND TITLE _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

PHONE _____

SIGNING DATE _____

ACCEPTED by United Scenic Artists, Local USA 829, IATSE:

NAME _____ DATE _____ USA 829 CONTRACT # _____

SCHEDULE C: FEES

All rates apply to productions with a first public performance on or after the effective date.

Scenery and Costume Design Fees

Stage Category	July 1, 2009	July 1, 2010	July 1, 2011
A	\$7,744	\$7,744	\$7,899
B+	\$6,330	\$6,330	\$6,457
B	\$5,162	\$5,162	\$5,265
C-1	\$3,872	\$3,872	\$3,949
C-2	\$3,011	\$3,011	\$3,071
D	as negotiated	as negotiated	as negotiated

Lighting and Sound Fees

Stage Category	July 1, 2009	July 1, 2010	July 1, 2011
A	\$5,776	\$5,776	\$5,892
B+	\$4,917	\$4,917	\$5,015
B	\$4,086	\$4,086	\$4,168
C-1	\$2,950	\$2,950	\$3,009
C-2	\$2,458	\$2,458	\$2,507
D	as negotiated	as negotiated	as negotiated

SCHEDULE C (CONT.)

Daily Rates

Stage Category	July 1, 2009	July 1, 2010	July 1, 2011
A	\$338	\$338	\$345
B+	\$307	\$307	\$313
B	\$307	\$307	\$313
C-1	\$246	\$246	\$251
C-2	\$154	\$154	\$157
D	\$123	\$123	\$125

Weekly Media Fees

Stage Category	July 1, 2009	July 1, 2010	July 1, 2011
A+	\$0	\$10.48	\$10.68
A	\$0	\$8.84	\$9.00
B+	\$0	\$7.36	\$7.52
B	\$0	\$4.41	\$4.50
C-1	\$0	\$3.30	\$3.36
C-2	\$0	\$2.22	\$2.25
D	\$0	\$1.85	\$1.88

LORT/USA A+ ADDENDUM:

Pursuant to Article III(B) of the LORT/USA Agreement of July 1, 2009, this Addendum shall serve to modify said LORT/USA Agreement with respect to LORT A+ *Stages*. Where the provisions of this Addendum are in conflict with the LORT/USA Agreement, the provisions of this Addendum shall govern.

I. RECOGNITION.

In addition to the provisions of "Article II, Recognition" of the LORT/USA Agreement, LORT recognizes and acknowledges that the Union is also the exclusive collective bargaining representative for Assistant Designers, Staff Designers and Staff Assistant Designers with respect to A+ *Stages*. Where the terms "Designer" and "Assistant Designer" are used herein, those terms shall be understood to respectively include Staff Designers and Staff Assistant Designers.

II. UNION SECURITY.

- A. Any Designer or Assistant Designer, whether or not a member of the Union, who is engaged for a Covered Service must sign a Cover Sheet.
- B. As a condition of employment, any Designer shall, subject to applicable statutory provisions, be required to make application to join USA Local 829 upon his/her employment by the Theatre for a first Covered Service.
- C. Nothing in this Article shall be construed to require the Theatre to cease or refrain from employing a Designer if the Theatre has reasonable grounds for believing that:

Membership in the Union was not available to him/her on the same terms and conditions generally applicable to other members; or

Membership in the Union was denied or terminated for reasons other than his/her failure to tender the periodic dues and the initiation fee uniformly required by the Union as a condition of acquiring or retaining membership.

- D. The Union agrees to propose to membership on non-discriminatory terms any present or future Designers or Assistant Designers employed by the Theatre whose membership in the Union would be required by this Article.

III. SERVICES.

- A. Assistants to the Scenic Designer, Costume Designer, Lighting Designer or Sound Designer shall be engaged by the Theatre at the request of the Designer subject to the

approval of the Theatre. Said Assistant's terms and conditions of employment shall be governed by this Agreement.

- B. A separate Cover Sheet must be filed with and approved by the Union for each Assistant. The Theatre will make salary payments directly to the Assistant(s) each and every week for which they have been contracted and worked. In the case of pro-ration, the rate shall be one-sixth (1/6th) of the weekly rate but in no event less than the daily rate per day. Work performed on the seventh day of the work week shall be paid at no less than one-quarter (1/4th) of the weekly rate.
- C. When a Designer has requested the services of an Assistant Designer(s) and such request has been approved by the Theatre, the following protocol shall apply:
 - 1. The Designer shall notify the Theatre of the name of the Assistant and the commencement date of the Assistant's employment no less than two (2) weeks prior to said commencement date.
 - 2. The Assistant shall schedule a time with the Theatre to complete the necessary "start paperwork", which shall include the A+ Assistant Designer Cover Sheet and necessary payroll forms.
 - 3. Once the Theatre has a fully-executed Cover Sheet (including the commencement date), the Theatre shall send a copy to the Union.
 - 4. The Theatre shall not be required to pay the Assistant for services rendered until the "start paperwork" has been fully executed (including commencement date). Once the "start paperwork" has been fully executed, the Assistant shall be paid for all work that has been performed, when such services have been requested by the Designer and approved by the Theatre, in the Theatre's next payroll cycle.

IV. COVER SHEET (STANDARD INDIVIDUAL DESIGNER'S AGREEMENT).

A Cover Sheet for a Covered Service shall be promptly signed by the Theatre and the Designer (including Designers not members of the Union) each time and as soon as a Designer is engaged. The Designer shall not be required to furnish designs until the Theatre has executed and the Union has approved said Cover Sheet and any riders. The Union shall make copies of the Cover Sheet, annexed hereto and made a part hereof as Schedule "B", available in quantity to the Theatre.

V. COMPENSATION, PAYMENT SCHEDULE, AND BOND.

- A. Assistant Designers shall be compensated on a salary basis only.

- B. Commencing with the first week of public performances the Designer shall receive Additional Weekly Compensation ("AWC") as listed in "Schedule 'A' – Rates". For the first twelve (12) weeks of public performances, the Designer shall be compensated at the weekly rate set forth in Schedule "A" as "for initial 12-week run". The Designer shall be paid the total amount due for said first twelve weeks of the run of the production at the end of the twelfth (12th) week. Thereafter, the AWC shall be paid on a weekly basis at the rate set forth in Schedule "A" as "if extended". Such payments may be prorated for less than full weeks.
- C. Musicals: The Designer's minimum weekly compensation for Musicals shall be the applicable initial fee and AWC set forth in "Schedule A" plus THIRTY PERCENT (30%) for the initial twelve (12) week run. AWC for weeks the run is extended shall be as listed in Section D, below.
- D. Musical Extensions:
1. Musical productions shall have the following "caps" at A+ Stages:
 - a. Vivian Beaumont Theater: the originally scheduled number of performances.
 - b. Studio 54: 12 weeks.
 - c. American Airlines Theatre: 18 weeks.
 - d. Samuel J. Friedman Theatre: 13 weeks.
 2. In the event that a musical production is extended beyond the applicable "cap", the Designer shall receive (at the Theatre's election) either:
 - a. AWC in the amount of \$400 per week; or
 - b. 0.425% of the weekly net operating profit or AWC in the amount of \$275, whichever is greater. In calculating these payments, a four-week cycle shall be permitted. In addition, prior to recoupment, a production shall be permitted to amortize all or part of the capitalization costs on a weekly basis and reduce contractual royalties, provided that the applicable minimum is paid before taking amortization into account.
 - c. If the Theatre elects to form a "pool", all of the Designers engaged on the production shall be entitled to participate therein.
 3. Benefits contributions shall be made on all payments under this article V(D) per Article XI of the LORT/USA Agreement. The 15% Pension and Welfare contribution shall be capped at \$80 per week. A 3% Pension contribution shall be on gross earnings.

E. Play Extensions:

1. Plays shall have the following "caps" at the following stages:
 - a. Vivian Beaumont Theater: the originally scheduled number of performances.
 - b. Studio 54: 12 weeks.
2. In the event that a play extends beyond the applicable "cap", the Designer shall receive AWC in the amount of \$275 per week.
3. Benefit contributions shall be made on all payments under this Article V(E) as per Article XI of the LORT/USA Agreement.

VI. BILLING.

- A. In addition to program billing and house-boards, billing shall also be given to the Designers in printed newspaper advertisements of one-quarter (1/4) page or larger, posters, cast albums, internet advertisements, window cards or any other public acknowledgment where billing is given, excluding television or radio, to any other creative participant in a production (director, choreographer, etc.).
- B. Cast albums or tapes, C.D. or DVD, produced by the Theatre shall include the names of all Designers if the Director's name appears.

VII. TOURS.

If an A+ Theatre (with or without producing partners) undertakes a tour of a production under an AEA Production Contract, an AEA Special Production Contract, or an SSDC Broadway contract, with the original design, the Designer of the production shall receive a Broadway production contract under the terms and conditions of the USA/League Agreement.

VIII. TRANSFERS

- A. If the Theatre transfers the production with original design to another LORT Theatre, the Designer shall receive FIFTY PERCENT (50%) of the original fee plus a day rate in an amount not less than the applicable "daily rate" provided for herein, for any additional work required to transfer the production, up to SEVENTY-FIVE PERCENT (75%) of the original fee. This does not require the Designer to be in residence at the transferee Theatre. If the Designer is required to be in residence at the transferee Theatre, additional day rates plus transportation and any housing shall apply.
- B. If a LORT A+ Theatre (with or without producing partners) transfers the production with the original design from its own A+ stage to a commercial Tony-eligible, Broadway theatre or transfers the production with the original design from its own A+ stage to a commercial

producer for presentation in a commercial Tony-eligible, Broadway theatre, the Designer of the production shall receive a Broadway production contract under the terms and conditions of the USA/League Agreement.

IX. RECORDING OF THE PRODUCTION.

- A. In the event the producer should enter into an arrangement with a television or film company (such as HBO, A&E, ShowTime or Broadway Television Network) to record a production designed for an A+ Stage under this Agreement, for distribution on cable, internet, free air broadcast, Pay-Per-View or other distribution outlet, consideration of the Designer of the production shall be under a separate or additional agreement. Where an agreement already exists between the Union and the film or television company, such agreement shall govern the consideration of the Designer. Where no agreement exists between the Union and the film or television company, no recording of the production may proceed until the consideration of the designer has been negotiated and agreed to.

- B. If the Theatre decides to produce or record for television, film or any other distribution outlet, a live theatrical production performing at an A+ Stage, the Designer shall receive compensation commensurate with industry practice.

Accepted and agreed:


Cecilia A. Friederichs, National Business Agent

Date: 1-11-2011


Susan Medak, LORT President

Date: 12-30-10

Schedule 'A' -- Rates for A+ Stages

PLAYS:

Category		July 1, 2009	July 1, 2010	July 1, 2011
Scenic & Costume	Fee	\$ 9,172	\$9,172	\$9,355
	(1st 12 wks) AWC	\$ 131	\$ 131	\$ 134
	for initial 12-week run:	\$ 10,774	\$10,774	\$10,989
	if extended:	\$ 262	\$ 262	\$ 267
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Lighting & Sound	Fee	\$8,516	\$8,516	\$8,686
	(1st 12 wks) AWC	\$ 131	\$ 131	\$ 134
	for initial 12-week run	\$10,088	\$10,088	\$10,290
	if extended	\$ 262	\$ 262	\$ 267
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Musicals:

The Designer's minimum compensation for Musicals shall be the applicable initial fee and AWC listed above plus 30% for the 12-week run. AWC for weeks the run is extended, shall be as set forth in paragraph V(D).

Assistant Designers

Weekly	\$ 950	\$ 950	\$ 969
7th day	\$ 237	\$ 237	\$ 242

Daily Rates

Designers/ per day	\$ 458	\$ 458	\$ 467
Asst. Des./per day	\$ 197	\$ 197	\$ 201