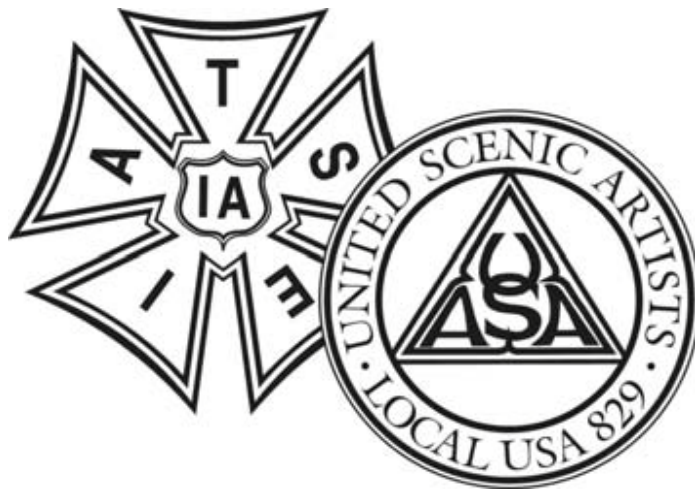


United Scenic Artists  
Local USA 829, I.A.T.S.E.



Standard Designer's Agreement  
Dance – 2012-2014

Scenic, Costume, Lighting,  
Projection and Sound Designers

# THE AGREEMENT

## I. PREAMBLE.

Whereas a Designer (Scenic Designer, Costume Designer, Lighting Designer, Projection Designer, Sound Designer and/or their assistants) and a Ballet or Dance Company [hereinafter referred to as the “**Company**”] have entered into an agreement wherein the Designer [hereinafter referred to as the “**Designer**”] shall design a dance production or ballet [hereinafter referred to as the “**Production**”] and provide other services to the Company with respect to the Production,

And whereas the Company has recognized United Scenic Artists, Local USA 829, IATSE [hereinafter referred to as the “**Union**”] as the representative of the Designers with respect to the provision of designs and services to the Company,

And whereas neither the Company nor the Production is otherwise covered by or signatory to a Collectively Bargained Agreement,

The Company and the Union hereby agree that with regard to the Production, the terms and conditions set forth herein shall govern the employment of the Designer with respect to the Production.

This Agreement is made pursuant to the execution of an individual employment contract [the *Cover Sheet*] by the Designer and the Company for the specific production named and detailed in *Cover Sheet*, the form of said *Cover Sheet* being determined and provided by the Union.

It is hereby understood that this agreement sets forth the minimum terms and conditions agreed to by the Company(s) and the Union and nothing herein shall prevent the Designer from negotiating better terms and conditions than those herein provided. Such better terms and conditions shall be set forth in a rider to the *Cover Sheet* and shall in no way lessen, abrogate or contradict any of the terms herein. Notwithstanding the forgoing, the terms and conditions of this agreement shall not be modified except as may be expressly approved by the Union in writing.

## II. SCOPE AND JURISDICTION.

- A. The Scope of this Agreement applies to persons who are employed by the Company to perform work covered under this Agreement including but not limited to all Scenic Designers, Lighting Designers, Costume Designers, Projection Designers, Sound Designers, and all categories of Assistant Designers.
- B. The Scope of the work covered under this Agreement includes work done for live theatrical events, still photography, television broadcasts, and still and motion picture images intended for viewing on a television, video, web-cast, pod-cast, or any other kind of viewing screen including images created on film, video tape or by any other mechanical, electronic, magnetic or digital means
- C. This agreement does NOT apply to Commercial Touring Productions or any production that is covered by a Union Collectively Bargained Agreement. Please call the New York office for information and/or appropriate contract.

## III. GENERAL PROVISIONS

- A. The Designer shall provide, as agreed upon by the Company and the Designer, and according to the schedule specified in the *Cover Sheet* and Rider, visual presentations, specifications, selections, and/or approvals, and consultation customary for the execution of designs.
- B. The Company will provide, on a timely basis, all necessary theater dimensions, production schedules, and/or other information required by the Designer(s) to fulfill his/her obligations to the Production.
- C. The Company shall inform the Designer of appropriate pre-production conferences connected with the Production, and the Designer shall, at the request of the Company, attend such conferences.
- D. The Designer shall be responsible for the completion and delivery to the Company of all designs and design specifications.

- E.** A reasonable design period of not less than four (4) weeks is necessary prior to submission of the design for bid or beginning construction. Additional consideration for Assistants and/or fees will be provided if this period is unreasonably compressed.
- F.** The Designer shall not be required to perform the work of the production staff.
- G.** The Company agrees to engage adequate quality personnel for the proper realization and installation of the designs for the Production.
- H.** The Company shall assume the responsibility to secure all necessary copyright, publishing and mechanical clearances required for the Production.
- I.** All uses of the design, subsequent to the initial Production detailed in the *Cover Sheet* shall be according to the terms of the Subsequent Use Addendum of this Agreement.
- J.** Designer shall be offered the first opportunity to render Design Services for any future Production, remounting or revival of the Production, produced, co-produced, leased, licensed or assigned by the Company or its licensee(s) subject to the then current United Scenic Artists rates and conditions.

#### **IV. DUTIES OF THE DESIGNER**

- A.** The Scenic Designer shall design the setting and render the following services, if required, and agrees:
  - 1. To complete sketches or sketch model(s) of the settings as necessary.
  - 2. To supply working drawings, specifications for construction and color schemes or sketches as needed by the date specified in the contract Rider.
  - 3. To design, select or approve properties required for the production, including draperies and furniture.
  - 4. To supply specifications for competitive bids for scenery or property suppliers mutually satisfactory to the Company and the Scenic Designer.
  - 5. To attend appropriate rehearsals of the Production and to coordinate the scenic rehearsals when needed.
  - 6. To design and/or coordinate special scenic effects for the production, including but not limited to slides and projections if there is no separate Projection Designer employed for the Production.
- B.** The Costume Designer shall design or coordinate the costumes and render the following services if required, and agrees:
  - 1. To provide a costume plot and complete sketches or representations necessary for execution of costumes and to design, select or approve all accessories.
  - 2. To supply color schemes/sketches or outline sketches with examples of materials for each costume including ornaments and detail.
  - 3. To design, select or coordinate all contemporary costumes, including selections from the performer's personal wardrobe when necessary
  - 4. Select appropriate costumes from stock, rental or other resources and coordinate their adaptation for the production.
  - 5. To supply specifications for competitive bids for costume shops or other suppliers mutually satisfactory to the Company and the Costume Designer.
  - 6. To supply specifications for the shop to make, sew, construct/and or paint costumes and costume accessories.
  - 7. To oversee the fittings and attend appropriate rehearsals.
  - 8. To approve hairstyles and/or select of wigs, hairpieces, mustaches, beards, prosthetics and special make-up.

9. To attend the rehearsals as necessary to design the production.

C. The Lighting Designer shall design the lighting and render the following services, if required, and agrees:

1. To provide full lighting equipment lists and a light plot drawn to scale from Scenic Design and theatre drawings provided by Company.
2. To provide color, hook-up plots and instrument schedule including all information required for the realization of the design.
3. To coordinate and plot special lighting effects.
4. To supply specifications for competitive bids for lighting and special effects suppliers mutually satisfactory to the Company and the Lighting Designer.
5. To oversee focusing of the lighting equipment and setting of lighting cues.
6. To attend the rehearsals as necessary to design the production and to conduct the lighting rehearsals.

D. The Sound Designer shall design the sound and render the following services, if required, and agrees:

1. To provide all designs for pre-recorded music and or sound effects and enhancement of “live” voices, musical instruments and sound elements,
2. To provide technical drawings and specifications as required for the production.
3. To design a sound delivery system that will properly execute the needs of the production.
4. To attend the dress rehearsals and coordinate the sound rehearsals therefore.
5. To supply specifications for competitive bids for sound equipment and studio time from suppliers mutually satisfactory to the Company and the Sound Designer.
6. To coordinate the installation of the sound delivery system and the setting of the sound cues.

E. The Projection Designer shall design the projection (for the sake of this agreement projection design shall be defined as the design of any still or moving image to be presented on stage as a component of the overall stage picture) and render the following services, if required, and agrees:

1. To provide sketches, storyboards, or other materials necessary to describe the design.
2. To provide those specifications required to describe the physical requirements of the design.
3. To supply specifications for competitive bids for the projection delivery system.
4. To oversee the focusing of the projection equipment and the setting of the projection queues.
5. To attend rehearsals as necessary to design the projections.
6. To oversee the production of the image content of the projection design.

F. ASSISTANT DESIGNERS

1. The work of the Assistant is to support the Designer in the work of the Designer.
2. Assistants to the Scenic, Costume, Lighting, Projection or Sound Designer shall be engaged by the Company at the request of the Designer subject to the approval of the Company. Such approval shall not be unreasonably withheld. Said Assistants’ terms and conditions of employment shall be governed by Article XV of this Agreement.

## V. COMPENSATION & PAYMENT SCHEDULE

### A. INDIVIDUAL DESIGNER'S AGREEMENT (*Cover Sheet*)

1. A *Cover Sheet*, provided by the Union, shall be promptly signed by Company and the Designer, each time and as soon as a Designer is engaged. The Designer shall not be required to furnish designs until Company has executed and the Union has approved said *Cover Sheet*. The Company shall submit the *Cover Sheet*, accompanied by the Pension and Welfare contribution check, to the Union, within 7 business days of receipt of a signed copy from the Designer.
2. The Company and the Designer shall agree on the compensation to be paid for each design project or service provided, and such compensation shall be stated in the *Cover Sheet*. A fee for each venue must be specified for "Co-productions".
3. The Company and the Designer shall agree upon a scheduled termination date, on or before the official opening, which date shall be specified in the *Cover Sheet*.
4. No Designers' services shall be required beyond the contracted termination date specified in the *Cover Sheet*.
5. The announced closing date for not-for-profit subscription productions must be stated in the *Cover Sheet*. Additional compensation is due if the production is extended as per paragraph V.E.2 herein.
6. Better terms and conditions, schedules and budget requirements specific to the production shall be placed in a Rider to the *Cover Sheet* and shall be deemed a part thereof. Anything in the Rider, which in any way contradicts or contravenes this Agreement, which is applicable to the work performed pursuant to or in conjunction with the Rider is null, void, and nugatory.
7. The *Cover Sheet* shall be signed in triplicate by the Company and the Designer, and Company shall file all copies with the Union within seven (7) business days after receipt of signed copies from the Designer. If the *Cover Sheet* is not signed concurrently, Company shall sign first and fax or email a copy to the Union concurrently with sending to the Designer for signature.

### B. PAYMENT SCHEDULE

1. The Company shall pay the agreed upon compensation to the Designer(s) directly according to the following schedule:
  - a) ONE-THIRD (1/3) upon the signing of the *Cover Sheet* by the Designer.
  - b) ONE-THIRD (1/3) on the date that drawings, sketches, and/or specifications are accepted by the Company.
  - c) ONE-THIRD (1/3) upon the specified termination date, but no later than Press Opening Night.

### C. ADDITIONAL WORK

1. For any substantial Company-requested changes or additions to scenery and/or costumes during the construction period, the Company and Designer shall agree upon additional compensation to be negotiated in good faith.
2. If any substantial changes or additions to sets, costumes, lighting, projections, and/or sound are required by the Company after the official opening, such services shall be compensated at a Daily Rate to be negotiated in good faith and agreed to in advance by the Company and Designer. Said Daily Rate shall in no event be less than the minimum Daily Rate as listed on the Rate Sheet attached hereto.

### D. COMPENSATION

1. The fees listed in the associated *Rate Sheets* are minimums based on the size of the Company as per Dance/USA budget classifications. The rates listed are minimums and are to be used as the basis of good faith negotiation between Company and Designer for compensation appropriate to the specific design requirements of the Production. Upon request, the Company shall provide to the Union documentation and/or information verifying the Company's budget category.

2. If the Company requires a full color model, it is agreed that in order to accomplish this work, the Scenic Designer will receive additional compensation and/or be supplied with an Assistant(s), to be negotiated and agreed to in advance.
3. Sound and Projection studio costs shall not be considered part of the fee.
4. Compensation for subsequent use of the Design is governed by the "Subsequent Use Addendum" of this Agreement

## **VI. DESIGN DEVELOPMENT AND WORKSHOP PRESENTATIONS**

- A.** If the Company wishes to commission conceptual "Design Development" (including but not limited to sketches, designs, models, etc.) to attract co-producers, or to provide examples of suggested design enhancement for a "Workshop Presentation" of the choreography, the parties may sign a "Letter of Intent" outlining fee structure and conditions. Depending on the scope of the presentation, the Designer shall negotiate a fee in good faith, but in no case shall the non-refundable fee be less than 50% of the then current minimums listed in the Standard Design Agreement (SDA) - Dance Rate Sheet.
- B.** For a Workshop Presentation where design work is required to provide realized scenery, costume, lighting, projection and/or sound design, beyond the aforementioned conceptual Design Development, the compensation for the Designer(s) involved shall be negotiated in good faith and agreed upon in advance, based on the then current minimums listed in the SDA - Dance Rate Sheet.
- C.** If a Design Development concept is to be produced and used for a new choreography, or if a Workshop Presentation is to enter the Company Repertory, there shall be a full contract filed at no less than the then current full minimums listed in the SDA- Dance Rate Sheet
- D.** Recognizing the variance in the specificity of choreographic development following every Workshop Presentation, if little or no further work is required from the Designer(s) of the Workshop, the Company may be allowed to deduct the Workshop fee from a negotiated full contract fee up to one-third (1/3) of the full fee. This consideration shall be deliberated on a case-by-case basis following the Workshop.

## **VII. ROYALTY & REUSE**

- A.** Designer royalties shall be paid for original designs created specifically for the Company.
- B.** The annual royalty fee shall be no less than ten per cent (10%) of the original fee,
- C.** Only one royalty payment shall be due per season (Labor Day to Labor Day) regardless of the number of times the particular work may be performed by the Company during said season.
- D.** During the season in which a new work is premiered, no royalties shall be due.
- E.** For subsequent seasons in which a work is performed, royalties shall be paid on or before the first performance of the particular production in the season schedule.
- F.** Pension and Welfare contributions are due on all royalty payments. These contributions shall be forwarded directly to the nearest regional office of United Scenic Artists listed at the end of this document

## **VIII. NOTICE OF SEASON**

The Company or its Authorized Representative shall notify the Designers and the Union of the revival of a production, not less than thirty (30) days prior to the opening of each Season in which the production will appear.

## **IX. REIMBURSIBLE EXPENSES**

- A.** Company shall reimburse the Designer for expenses incurred in the creation of the design for the Production including, but not limited to, the following: art and drafting materials, supplies for model building, sound or projection studio expenses, meals while in transit at the request of Company, research materials, telephone, fax, postage, shipping, and copying. Reimbursable expenses do NOT include, nor shall the Designer be responsible to

pay for, any materials necessary for the implementation of the design nor that are included in the Production's production budget, such as lumber, equipment rentals or costume materials).

- B.** The Company agrees to make funds or forms of credit available, in advance, for production related expenditures. The Company shall notify the Designer prior to the commencement of work if they are tax exempt and if so, Designer shall use best effort to use a legally executed Tax Exempt Form as provided by the Company. All cash expenditures will be accounted for to the Company in the form of receipts or other proofs of purchase, submitted to the Company no later than thirty (30) days after the official opening of the production. The Company shall reimburse the Designer for receipted expenses within fourteen (14) business days of submission.
- C.** The Company agrees to reimburse the Designer(s) and/or the Assistants for all out-of-pocket expenses for local transportation when required for the purchase, coordination or assembly of items related to the production. It is understood that the Company, when practical, will supply these funds in advance or arrange for the transportation.
- D.** Receipted reimbursed expenses shall not be considered income to the Designer, nor reported as income for tax purposes.

## **X. PROPERTY RIGHTS & SUBSEQUENT USE**

- A.** All rights in and to the design as conceived by the Designer in the course of his/her services hereunder shall be, upon its creation, and will remain, the sole and exclusive property of the Designer. It is the intent and essence of this paragraph that the actual, physical scenery, costumes, lighting plot, the projections and/or projection media, and/or sound tapes, discs or other media, be considered the design and design concept, and as such no subsequent use is permitted without compliance hereto. The Company or its licensee(s) shall not use 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, the design for the projections, the projections, media discs or other projection media, the design for the sound, or the sound tapes, discs or other sound media in any live stage production or electronic reproduction of the play without the permission of and additional compensation to the Designer/s. Compensation for additional use or license of the design by Company shall be subject to additional agreement between Company and the Designer/s.
- B.** The Company shall notify in advance, in writing, the Designer and the Union of its intention to revive, extend, move, or tour the production, or its intention to transfer the production to another Company. The Company will supply the production schedule and dates of Performance.
- C.** Terms and conditions for subsequent use will be negotiated according to the Subsequent Use Addendum to this Agreement.
- D.** The Company agrees not to alter nor to permit anyone to alter or make substitutions for settings, properties, costumes, lighting, sound or special visual effects as designed and approved by the Designer(s) after the first public performance without the deliberate written consent and approval of the concerned Designer(s).
- E.** All original drawings, renderings, models, 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 Company shall have the right to retain copies of all of the foregoing. Design materials retained by Company may be used by Company for its promotional and public relations purposes, which are understood to include community, promotional, and similar non-commercial purposes.

## **F. ARCHIVAL AND PROMOTIONAL RECORDING**

1. Where any part of the scenery, costumes, lighting, sound and/or projections or the design for same, are broadcast or recorded during rehearsal or performance by any means, or for use as a television or internet broadcast spot, commercial, educational, or promotional program about the production, and where the recorded segment is no longer than fifteen (15) minutes of air time, no additional compensation shall be due to the Designer.
2. For archival purposes of Theatre or other official library theatrical archive, Company shall have the right to make a film, videotape, or make other visual record of the final dress rehearsal or of performances. Such record shall be labeled "for archival use only".
3. The Company shall not release any part of any promotional or archival recording, for any purpose, without the written consent of the Designers. In addition, the Company must secure written agreement to the terms of use in the *Subsequent Use Addendum* of this Agreement from the party seeking to use the recorded material.

## XI. POSTPONEMENT AND ABANDONMENT

- A. If the opening date is postponed, payments shall be made with the same force and effect as if the production had been carried out and opened on the originally named date so long as the Designer shall have completed the necessary working drawings and color sketches or plots (sets, costumes, lighting, sound and projection).
- B. If the opening is postponed for four (4) weeks or more, the Designer shall perform the remaining services only so far as the Designer's other contractual commitments permit. The Designer may, in this case, approve an Associate Designer to be mutually agreed upon by the Company and the Designer to coordinate the realization of the design or an Assistant to coordinate the installation of the production. Additional fees for these added design services and the additional Associate and/or Assistant Designer will be negotiated in good faith and agreed upon prior to the commencement of the added design services.
- C. In the event the Production is abandoned prior to the first public performance and the Designer shall have completed the necessary working drawings and color sketches or plots (sets, costumes, lighting, projection and sound) the Designer shall receive three quarters (3/4) of the originally agreed upon payment.
- D. In the event the production is abandoned and the Designer has not completed the designs agreed upon, the Designer and the Company shall agree to negotiate remaining payment due, but in no event shall the Designer receive less than one-half (1/2) of the originally agreed upon payment.

## XII. BILLING

- A. The Designers shall receive billing in the performance program; on the page with the title of the work they designed, on the same line and in the customary order of the Company's program format. No other credits shall appear on that line. In all cases where any individual Designer receives billing, all Designers shall receive billing.
- B. Where a biography, other than that of the choreographer(s) appears, Company shall include a biography of the Designers and Assistant Designers. The Designers shall have the right of approval of biographical materials for the program and souvenir program. Approval must be in writing and shall not be unreasonably withheld. Biographical materials not approved within 48 hours of its submission to the Designer shall be considered approved.
- C. 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.
- D. The following notice or other acceptable written recognition shall appear in all theatre programs: ***The scenic, costume, lighting, projection and sound designers of [this Company or Production] are represented by United Scenic Artists, Local USA-829 of the IATSE.*** Such notice will appear with the USA-829 logo, a photo-ready copy of which will be supplied by United Scenic Artists. Logo may be downloaded at [www.usa829.org](http://www.usa829.org).

## XIII. SAFETY, LIABILITY and INSURANCE

- A. The Designers are responsible for the visual or aural aspects of the production only, and it is understood that all specifications relate solely to the appearance/sound of the setting, costumes, lighting, projections, and/or sound and not to matters of the safety. The Designers agree to make prompt correcting alterations to any specification found to be incompatible by Company with proper safety precaution.
- B. Company 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.
- C. Company agrees to carry Comprehensive General Liability and Intellectual Property Insurance applicable to any claims that might arise due to any work performed under this Agreement.

#### **XIV. DISPUTE**

- A.** In the event of a difference, dispute, or controversy between the parties hereto relating to this Agreement, which cannot be settled by representatives of the Union and the Company, the matter shall be submitted to an arbitrator designated by the American Arbitration Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association.
- B.** The arbitration shall be by one Arbitrator whose fees and expenses, including expenses normally charged by the American Arbitration Association, shall be apportioned equally between the Company and the Union. It is further understood that each party is responsible for and shall pay the cost of its own transcript, witnesses, representatives, etc. in the presentation of their case before the Arbitrator.
- C.** The arbitrator(s) shall not have the power to amend, modify, alter or subtract from this Agreement.
- D.** The decision of the arbitrator(s) shall be final and binding on all parties.

#### **XV. ASSISTANT DESIGNERS:**

- A.** Assistants to the Scenic, Costume, Lighting, Projection, or Sound Designer shall be engaged by the Company at the request of the Designer subject to the approval of the Company. Such approval shall not be unreasonably withheld. Said Assistants' terms and conditions of employment shall be governed by this Agreement.
- B.** The work of the Assistant is to support the Designer in the work of the Designer.
- C.** A separate *Cover Sheet* must be filed with and approved by the Union for each Assistant. Company will make salary payment directly to the Assistant(s) each and every week for which they have been contracted and worked.
- D.** It is understood that assistant's workweek is five (5) days. The sixth day, if worked, will be prorated at one-fifth (1/5) of his/her weekly salary. It is understood that a "company day off" (seventh day) will be granted to the Assistant. If required to work on the "company day off" (seventh day), the assistant will be paid two-fifths (2/5) of his/her weekly salary for the seventh day.
- E.** The Assistant shall not be required to perform the work of the production staff.
- F.** The Designer may authorize an Assistant to coordinate preliminary work or additional work after opening night if the Designer is not available. For a revival, an Assistant may substitute for the Designer to coordinate the remounting of the design at the Company's theatre or approve minor adaptation of the design required at a new venue. This provision is subject to the Company's approval and will not be unreasonably withheld.

#### **XVI. TRAVEL, HOUSING AND PER DIEM:**

The Company agrees to provide, when the Designer/s or Assistant Designers are required to travel away from their point of residence for work on the Production:

- A.** Economy class transportation on a first class carrier. If the Designer elects to use his/her own motor transportation, he/she shall be reimbursed for his/her expenses up to but not to exceed the cost of transportation as set forth above.
- B.** 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.
- C.** Single occupancy, clean and sanitary hotel accommodations with private bath.

- D.** Per Diem meal allowance as listed in the applicable Rate Sheet.
- E.** If a Designer agrees to remain in residence at a Not-for-Profit Company for an extended period, the Per Diem may be negotiated at the IRS meal allowance rate for the year in which the travel occurs.

## **XVII. PENSION AND WELFARE BENEFITS**

- A.** In order to provide certain pension and welfare (Health Insurance) benefits to the Designers covered under this Agreement, the Company shall contribute a sum of money equal to twenty percent (20%) of each Designer or Assistant Designer's gross compensation to the United Scenic Artists Pension & Welfare Funds. Such Contributions shall be allocated twelve per cent (12%) to Welfare and eight per cent (8%) to Pension.
- B.** Pension and welfare contributions may be made by a single check, made payable to the *United Scenic Artists Pension and Welfare Funds*. Contributions must be submitted upon the filing of, and attached to, the *Cover Sheet* for each Designer covered under this Agreement. The apportionment of the monies so contributed will be made by the United Scenic Artists Pension & Welfare Funds to the respective United Scenic Artist Pension Fund and the United Scenic Artists Welfare Fund, as stipulated above.

**United Scenic Artists, Local USA 829 (IATSE) offices:**

Eastern Region / National Office:

**(New York)**

United Scenic Artists, Local USA 829  
29 West 38th Street  
15th Floor  
New York, NY 10018  
212-581-0300 voice  
212-977-2011 fax

Eastern Region / Branch Offices:

**(New England)**

United Scenic Artists, Local USA 829  
304 Newbury St.  
Box 380  
Boston, MA. 02115  
401-369-0460 voice  
401-245-8290 fax

**(Mid-Atlantic)**

United Scenic Artists, Local USA 829  
1444 Church St. NW  
#401  
Washington, DC 20005  
202-986-1558 voice  
202-986-1566 fax  
202-528-0740 cell

Central Region Office:

**(Chicago)**

United Scenic Artists, Local USA 829  
111 North Wabash  
Suite 2107  
Chicago, IL 60602  
312-857-0829 voice  
312-857-0819 fax

Western Region Office:

**(Los Angeles)**

United Scenic Artists, Local USA 829  
5225 Wilshire Blvd.  
Suite 506  
Los Angeles, CA. 90036  
323-965-0957 voice  
323-965-0958 fax

**STANDARD DESIGNERS AGREEMENT – DANCE**  
**SUBSEQUENT USE ADDENDUM**

All rights in and to the design as conceived by the Designer in the course of his/her services hereunder shall be, upon its creation, and will remain, the sole and exclusive property of the Designer. It is the intent and essence of this paragraph that the actual, physical scenery, costumes, lighting plot, projections and/or sound tapes, discs or other media, be considered the design and design concept, and as such no subsequent use is permitted without compliance hereto. The Producer or its licensee(s) shall not use 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, the design for the projections, the projection media, the design for the sound, or the sound tapes, discs or other sound media in any live stage production or electronic reproduction of the Production without the prior written permission of and additional compensation to the Designer/s. Compensation for additional use or license of the design by Producer shall be subject to additional agreement between Producer and the Designer(s).

Producer shall notify in advance and in writing, the Designer and the Union, of its intention to revive, extend, move, or tour the production, or its intention to transfer the production to another producer through license, lease, sale, rental or any other means (hereinafter referred to as the "Subsequent Production"). The Producer will supply the production schedule and dates of the Subsequent Production of the Production, if known, at the time of notification. .

In all cases, the original Producer of record shall be responsible to the Designer to secure and guarantee in writing from any producer who buys, leases, rents, licenses or otherwise receives through a donation or any other means the set, costumes, lighting, sound or projection designs or design concepts, all rights and compensation as contained herein.

All Subsequent Use Payments shall be subject to Pension and Welfare Contributions.

**I. REVIVALS, MOVES, TRANSFERS AND TOURS**

If the Producer revives, extends, transfers, moves or tours the Production with the original design and determines that additional work is required, the Designer shall be afforded the first option to perform such additional work. The Producer shall give Designer no less than thirty (30) days written notice of such revival, extension, transfer, move or tour and the Designer shall have ten (10) days in which to respond to Producer in writing. The Producer and the Designer shall agree upon compensation at the applicable Daily Rate. To the extent that the Designer is unable or unwilling to perform the additional work, the Producer, after consultation with the Designer, may employ, at its sole cost, another person to perform the additional work. Should extensive redesign be required, the parties will negotiate the compensation in good faith.

**A. REVIVALS**

If the Producer uses the original design in a revival of the Production, the Designer shall receive a minimum of THIRTY-FIVE PERCENT (35%) of his/her contractual fee or THIRTY-FIVE PERCENT (35%) of the current applicable minimum fee, whichever is greater.

**B. MOVING THE PRODUCTION**

If the original Producer and/or the Producer moves the Production to another theatre using the (existing) scenery, costumes, lighting or sound:

1. The Designers shall receive AWC beginning with the first paid public performance.
2. If the seating capacity of the new theatre is larger than that of the original theatre the AWC shall be increased accordingly. The count of performance weeks shall be cumulative, including all weeks at previous venues.

**C. TRANSFERS**

1. The Producer 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, the design for the projections, the

projection media, the design for the sound, or the sound tapes, discs or other sound media to another Theatre or to another Producer without the advance written consent of the original Designer(s).

2. If the Producer transfers the Production with the original design to another producer, the designers shall have the first option to perform any additional work required by the subsequent producer.
3. The Designer shall be paid a minimum of SIXTY (60%) of the original fee. This does not require the Designer to be on site at the subsequent producer's theatre. If the Designer is required to attend the load-in and/or performances at the new theatre, and/or to travel away from their point of residence for work on the subsequent production, additional Day Rates plus transportation, housing and per diem as contained herein shall apply. In addition, the Designers shall receive AWC beginning with the first paid public performance. If the seating capacity of the new theatre is larger than that of the original theatre the AWC shall be increased accordingly. The count of performance weeks shall be cumulative, including all weeks at previous venues.
4. If Producer transfers the production with the original design to another producer and the producer is covered by an applicable Union Agreement, such applicable Agreement shall prevail.
5. If the Producer transfers the production with the original designs to a commercial producer not covered by a USA Local 829 Agreement, but to a Tony Eligible Broadway Theatre, the terms and conditions as set forth in the USA/League of American Theatres and Producers Agreement shall prevail.

#### **D. TOURS**

1. If a Production designed as a Touring Production as per paragraph VIII herein, goes on hiatus or closes and is later reopened, or revived, the Designer's AWC shall resume with the first paid performance. In addition, the Designer shall be paid at the applicable Daily Rate to perform any work required to remount the Touring Production.
2. If a "sit down" production closes and is subsequently sent out on tour by the original Producer, the Designer shall be paid a minimum of FIFTY PER CENT (50%) of their original Fee or FIFTY PER CENT (50%) of the applicable Tour fee, whichever is greater, plus the applicable Daily Rate for work required to prepare the production to tour including redesign and/or, attendance at fittings, rehearsals, technical rehearsals and previews. AWC shall be paid starting with the first paid public performance, based on the rate for the theatre in the largest budget group into which the tour is booked. (see attached rate sheet)
3. If the original Producer leases or licenses the touring rights to another producer, or if the original Producer has no touring rights, or relinquishes their touring rights but rents or sells the physical production to another producer for the purpose of touring:
  - a) The Scenic and Costume and projection Designers shall be paid SEVENTY-FIVE PERCENT (75%) of their original fee or SEVENTY-FIVE PERCENT (75%) of the applicable tour fee whichever is greater.
  - b) The Lighting and Sound Designers shall be offered the first opportunity to design the Tour and shall be paid the full applicable fee for the Tour.
  - c) In addition, the Designer(s) shall be paid the applicable Daily Rate for work required to prepare the production to tour including redesign and/or, attendance at fittings, rehearsals, technical rehearsals and previews. AWC shall be paid starting with the first paid public performance, based on the rate for the theatre in the largest budget group into which the tour is booked (see attached rate sheet).
4. Any Commercial Touring Production, whether originally designed as a Touring Production as per paragraph VIII herein, or subsequently sent out on tour by the original Producer or another Producer as per this paragraph, shall be governed by the terms and conditions of the Independent Touring Production Agreement; including but not limited to any Tour which qualifies for the Tiered Touring Provisions or the Short Term Engagement Touring Provisions of the Actors Equity Association agreements. Please call the New York office for more information.

## II. SALE OR RENTAL OF PRODUCTION

- A. If the Producer sells or rents existing sets or costumes for a theatrical use other than touring, then:
1. The Designer will receive not less than twenty (20%) of the sale or rental price.
  2. This payment does not affect any rights the Designer may have under other provisions of this Agreement nor does it confer on the purchaser or renter any right to subsequently reproduce, remount or use in any way, the Designer's designs without notification and prior written permission from the Designer.
  3. The receiver of the production shall offer the original Designer the first opportunity to perform any work required to remount the production and shall pay the Designer AWC for all paid performances at the rate applicable to the performance venue.
  4. The original Producer shall notify the Union and the Designer at the time of sale or rental of the amount of the sale price or rental fee and the identity of purchaser or renter. The Producer shall advise the purchaser or renter in writing, of the limitations and obligations contained in this Agreement.
  5. In all cases, the original Producer of record shall be responsible to the Designer to secure and guarantee in writing from any producer who buys, leases, rents, or otherwise receives by any other means the set, costumes, lighting, projection or sound design or design concepts, all the rights contained herein and in any attached Riders to the original *Cover Sheet*.

## III. USE OF DESIGNS FOR A DIFFERENT PRODUCTION

If existing settings, costumes, lighting, projections or sound are used in their entirety (or substantially so) by the Producer or their assigns for a theatrical production other than that for which the designs were originally created, the following shall apply:

- A. The Producer shall notify the Designer and the Union of the intended use.
- B. The Producer shall pay the Designer not less than; seventy-five percent (75%) of their original fee or seventy-five percent (75%) of the current applicable fee for the venue of production, whichever is greater. A new *Cover Sheet* or a Rider to the original *Cover Sheet* shall be filed with the Union for the Designer before the first public performance of the production.
- C. The original Designer shall have the right of first refusal to perform any additional work required to adapt the designs to the new Production. The Designer shall be given a minimum of ten days (10) to accept or decline. The applicable Daily Rate will be paid for any work required, including work done in the theatre.
- D. Regardless of who performs the additional work, the original Designer shall be paid AWC at the rate for the new production's venue, beginning with the first paid public performance of this subsequent production.

## IV. CAPTURE AND BROADCAST OF THE PRODUCTION

Except as expressly provided for herein, no Producer, Subsequent Producer or any third party shall capture, 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 the Production, where any part of the scenery, costumes, lighting, sound and/or projections for the Production, or the designs for the Production, can be seen or heard.

- A. The Producer shall notify in advance and in writing, the Union and the Designer(s), prior to any capture, recording or broadcast of the Production. Notice of all such broadcasts and/or any such capture or recording, and of the agreed upon compensation to be paid therefore, shall be filed with the Union as a supplement to the *Cover Sheet*.
- B. The Producer shall not have the right to assign, lease, sell, license or otherwise capture or use, directly or indirectly, any of the designs and/or scenery, costumes, lighting, sound and/or projections for use in motion pictures, videotape,

compact disc, digital video disc, television, live broadcasts, simulcast, tapes or film, or any method that currently exists or that may be developed in the future, for any use whatsoever, except as specified in this Agreement, without the prior written approval of the Designer and without negotiating with the Union for such use.

- C. Where the designs in this Agreement and/or any settings, costumes, lighting, sound or projections, in part or in whole, are used for reproduction for television broadcasting (whether live, filmed or any other process) the Producer shall agree that prior to such use he or she will deposit in the office of the United Scenic Artists a cash bond in a sum equal to the following amounts in full consideration for such use.
1. For any single use in any closed-circuit television or subscription television (whether by closed-circuit, cable, satellite or over-the-air broadcast) the amount of the Designer's fee for those designs actually used shall be negotiated on a case-by-case basis.
  2. In commercial (free air broadcast) television, One Hundred (100%) percent of the Designer's original design rate for those designs actually used with a minimum of \$5,000.
  3. In non commercial (free air broadcast, such as PBS) seventy-five (75%) percent of the Designer's original design rate for those designs actually used with a minimum of \$3,500.
  4. The television rights granted under this provision are limited to a single broadcast and no rights are granted beyond this initial broadcast (except for PBS when the broadcast rights shall be limited to one week following the initial broadcast) nor is any right granted herein to reproduce said television broadcast or showing by means of film, electronic tape or other means, except upon written agreement with the Designer and upon payment of the monies for each broadcast as provided herein.
- D. For all broadcasts or recordings of the production which use the original sets, costumes, lighting, projections or sound, or the designs for same, the Designers shall receive legible on-screen billing as follows, unless otherwise agreed: Scenery designed by \_\_\_\_\_, Costumes designed by \_\_\_\_\_, Lighting designed by \_\_\_\_\_, Projections designed by \_\_\_\_\_, Sound designed by \_\_\_\_\_.
- E. The Producer 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, or any and all media now known or hereafter devised, in the world, in perpetuity, made from captured material, without reaching an agreement for such creation and distribution with the UNION.