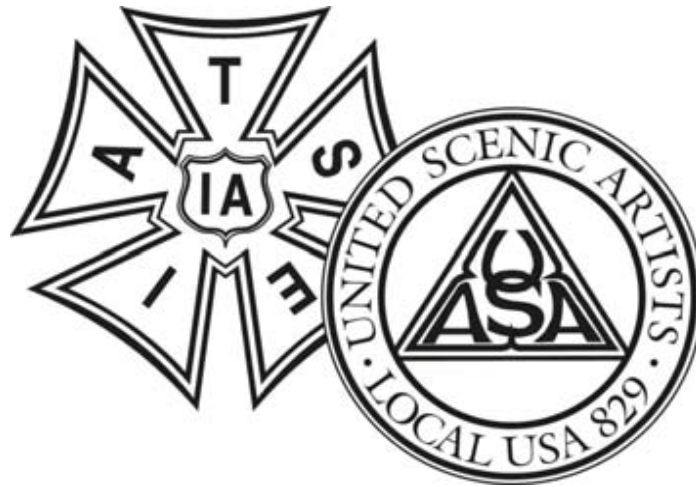


United Scenic Artists
Local USA 829, I.A.T.S.E.



Standard Designer's Agreement
Opera – 2012-2014

Scenic, Costume, Lighting,
Projection and Sound Designers

THE AGREEMENT

I. PREAMBLE

Whereas a Theatrical Designer (Scenic Designer, Costume Designer, Lighting Designer, Projection Designer Sound Designer and/or their Assistants) and a Theatre(s) or Theatrical Producer(s) [hereinafter referred to as the “**Company**” or “**Producer(s)**”] have entered into an agreement wherein the Theatrical Designer [hereinafter referred to as the “**Designer**”] shall design a theatrical production [hereinafter referred to as the “**Production**”] and provide other services to the Producer with respect to the Production.

And whereas the Producer has recognized United Scenic Artists, local USA 829, IATSE [hereinafter referred to as the “**Union**”] as the representative of the Designer with respect to the provision of designs and services to the Producer, And whereas neither the Producer nor the Production is otherwise covered by or signatory to a Collectively Bargained Agreement,

The Producer and the Union hereby agree that with regard to the theatrical 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 Producer 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 Producer(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, Costume Designers, Lighting Designers, Projection Designers, Sound Designers, and all categories of Assistant Designers (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, podcast, or any other kind of viewing screen including images created on film, video tape or by any other mechanical, electronic, magnetic or digital means.

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 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 remountings or revivals of this production, produced 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.

- 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 therefor.
 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 run 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 Producer and the Designer, and Producer 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, the Producer 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 changes or additions to scenery, costumes and/or projections during the construction period, requested by and/or approved by Producer, the Producer and Designer shall agree upon additional compensation to be negotiated in good faith. If any substantial changes in sets, costumes, lighting, projections, and/or sound are required by the Producer 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 Producer 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 one venue and the budget categories as per the most recent Opera America classifications. The rates listed here are minimums and are to be used as the basis of good faith negotiation between Producer and Designer for compensation appropriate to the specific design requirements of the Production. Upon request, the Producer shall provide to the Union documentation and/or information verifying the Producer's budget category.
2. If the Company requires a full working color model, it is agreed that in order to accomplish this work, the Scenic Designer will receive additional compensation and/or be supplied with 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. ROYALTY & REUSE

- A. Designer royalties shall be paid for use of the design in subsequent seasons. During the year in which a new work is premiered, no royalties shall be due.
- B. The royalty fee shall be no less than ten per cent (10%) of the original fee.
- C. Only one royalty payment shall be due per theatrical year (Labor Day to Labor Day) regardless of the number of times the particular work may be performed by the Company during said year.
- D. For subsequent years in which a work is performed, royalties shall be paid on or before the final performance of the particular production in the season schedule.
- E. Pension and Welfare contributions are due on all royalty payments and shall be at the rate current in the performance year.

VII. REIMBURSIBLE EXPENSES

- A. Producer 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 Producer, 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 will 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 Designer shall be reimbursed by Company 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.

VIII. CO-PRODUCTION

- A. Productions that are produced and financed jointly by two or more Companies (hereinafter referred to as "Co-Producers") to be presented in more than one venue, identified at the time of contract signing shall be considered "Co-Productions". The Co-producers, through their designated "Lead Producer" shall jointly engage the designer for the Co-production. All producers, performance venues, and performance dates or tentative dates, must be made known to the Designer and specified in writing as part of the *Cover Sheet* and Rider (if any). All terms of compensation for the entire co-production shall be set forth in the *Cover Sheet* and Rider (if any). All Co-producers responsible for payment to the Designer must sign the *Cover Sheet*. If all compensation is paid by the Lead Producer, the Lead Producer may sign on behalf of all Co-producers.
- B. Designer(s) for co-productions (as defined above) shall:
 - 1. Be compensated at no less than one hundred fifty per cent (150%) of the listed fee if there are two Co-Producers.
 - 2. For each additional Co-Producer named in the *Cover Sheet* and Rider, (with dates of performance), before signing of the *Cover Sheet* for the primary venue, the Designer's fee will increase by no less than forty percent (40%) of the fee for the first venue
 - 3. The reduction in fees after the first venue in co-productions assumes a license fee with no additional work. If, after the first public performance, any additional work is required at the first venue or to accommodate any subsequent venue, the Designer and or the Assistants shall be offered the first opportunity to perform such work and shall be paid no less than the Daily Rate for each day worked.
 - 4. If the Designer's presence is required at a subsequent venue to attend: rehearsals, load-in, technical-rehearsals or previews, he/she shall be paid no less than the compensated, at the Daily Rate, for each day worked including travel days. A minimum of five days shall be paid. Assistants shall receive the Daily Rate for each and every day worked.
 - 5. A. The Designer and the Co-producers may, at the signing of the Designer's *Cover Sheet*, approve a Design Assistant(s) as substitute Coordinator of the scenery and /or costumes used by the subsequent Co-Production Companies. The Assistant in this case will be compensated at the Designer Daily Rate. The Designer or Assistant is responsible for co-productions, when the subsequent opening dates remain unchanged. If dates change, any work or revision will be subject to Designer or Assistant availability. Any use of the Designs beyond those specified in the *Cover Sheet*, including Transfer of the Production to a venue not specified at the time of signing, shall be governed by the terms of the "Subsequent Use Addendum" of this Agreement. .
- C. Opera Companies wishing to license the designs as "Co-Producer" after signing of the *Cover Sheet* for the first venue shall compensate the Designer under the terms as agreed to by the other Co-producers and at no less than 50% of the

first company fee established for the existing co-producers. Co-production rates and conditions shall not apply to Lighting Designers. A separate lighting design agreement is issued for each new venue.

- D. A revival by any of the co-producing companies after the original season shall be compensated at no less than 10% of the original fee. Additional work will be compensated at the then current daily rate with appropriate Pension and Welfare contribution.
- E. Presentations by any company not a co-producer shall be deemed a rental.
- F. If the Opera Company wishes to commission "design development" to create a design concept (including but not limited to sketches, designs, models, etc.) to attract co-producers, the parties may sign a "Letter of Intent" outlining fee structure and conditions. Depending on the scope of the presentation, the Designer will negotiate the fee in good faith, but in no case shall the non-refundable fee be less than 50% of the minimum listed in the Standard Design Agreement – Opera Rate Sheet.

IX. 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, 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. 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 in the season for which it was created. 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 and/or sound, 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.

X. 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, projection and sound).

- 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, projections 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.

XI. BILLING

- A. The Designers shall receive billing in the program on the title page, cast page, or with placement substantially comparable to such, and on house-boards, in the customary order of Set, Costume, Lighting, Projection and Sound Designer, in the same size, quality, and format. In all cases where any Designer receives billing, all Designers shall receive billing.
- B. In addition, best efforts shall be made to give billing to the Designers in printed newspaper advertisements, posters, cast recordings, internet advertisements, window cards, website or any other public acknowledgment, excluding television and radio, where billing is given to more than two other creative participants in a production (director, choreographer, singers, etc.).
- C. Where a biography, other than that of the composer(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.
- D. 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.
- E. 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.

XII. 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.

XIII. 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.

XIV. ASSISTANT DESIGNERS

- A. Assistant Designers (hereinafter referred to as “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 or co-production, 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.
- G. If the Assistant is required to travel more than fifty (50) miles from his/her place of residence, the Company will be responsible for transportation, lodging, meals and expenses related to the production.

XV. 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 for the year in which the travel occurs.

XVI. 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
6363 Wilshire Blvd.
Suite 400
Los Angeles, CA. 90048
323-965-0957 voice
323-272-3130 fax

STANDARD DESIGNERS AGREEMENT: OPERA 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 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 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 Producer shall be subject to additional agreement between Company and the Designer/s.

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 producer through license, lease, sale, rental or any other means. The Company will supply the production schedule and dates of Performance.

In all cases, the original Producer of record, the Company, 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 or sound design concepts, all the rights contained herein.

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

I. ADDITIONAL WORK

If the Company tours, rents or sells the production with the original design and determines that additional work is required for remounting, the Designer shall be afforded the first option to perform such additional work and shall have ten (10) days in which to respond to original or subsequent Company, in writing. The Company 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 Company, after consultation with the Designer, may employ, at its cost, another person to perform the additional work. Should extensive re-design be required, the parties will negotiate the compensation in good faith.

II. TOURS

- A. If the original producing Company tours a production, The Scenic and Costume Designers shall be paid not less than 25% of their original fee, and given first opportunity to perform any additional work required to tour the production.
- B. The Lighting and Sound Designers shall be given first opportunity to design the tour.

III. RENTAL, SALE, OR DONATION OF PRODUCTION

It is the responsibility of the owner of the physical production at the time of the rental or sale to guarantee that the subsequent company will honor all terms and conditions the Standard Design Agreement between the designer and the original owners. The same shall apply for each subsequent sale, rental, or donation in perpetuity.

A. RENTAL OF PRODUCTION

- 1. The Opera Company (Co-producer) may lease or rent designs to a company ("Renting Company") for presentation before a live audience. The Opera Company is under obligation to require the Renting Company to assume each of the following as part of the lease/rental agreement:
- 2. Require the Renting Company to sign a Rental/Lease Agreement Form (Please request Rental Form from Union Business Office) outlining rates, conditions and Pension and Welfare contributions. The Rental Form shall be a part of the Opera Company's minimum rental agreement.
- 3. In the event that the Opera Company leases/rents any setting or costumes for presentation before a live audience, the Opera Company shall pay the Designer a minimum of 20% of the rental fee.
- 4. The Designer will be consulted a minimum of four weeks in advance regarding any possible changes and/or adaptations planned for the production.

5. If the original lighting design is used, the Renting Company shall be obliged to pay the Lighting Designer to re-create the lighting at no less than the full rate of compensation for Lighting Designers provided in the then current version of this agreement.
6. Pension and Welfare contributions shall be calculated at the rate current at the time of the rental.
7. The Renting Company shall pay the travel and per diem costs, and out of pocket expenses as required in the original Opera Company agreement.

B. SALE OF PRODUCTION

1. The Opera Company (Co-producers) shall have the right to sell the production to any second party ("Purchasing Company"). The Opera Company shall require the Purchasing Company, as part of the agreement of sale, to assume the following obligations:
 - a) In the event settings and/or costumes are purchased, the Purchasing Company shall compensate the Designer according to the following terms:
 - (1) A minimum fee of 25% of the original design fee, for the first season of use shall be paid.
 - (2) A royalty of 10% of the original design fee in subsequent individual seasons shall cover unlimited use per season.
2. If the purchasing Company has a collectively bargained Agreement with United Scenic Artists, the minimum fee then current under that Agreement shall apply. Thereafter the purchasing Company's Agreement shall control all subsequent use.
3. Any pre-existing payments, conditions, or responsibilities shall remain in full force for the life of the visual production and shall remain attached to the design through subsequent sale, rental or donation by the new Opera Company (Purchasing Company) or any subsequent Purchasing Company.
4. If the Purchasing Company hires the original Lighting Designer to re-light the production, compensation shall be no less than the suggested rate and conditions in the current (then in force) version of this agreement.

IV. DONATION

In the event an Opera Company donates the production to a second party (Benefactor), the Opera Company shall require the Benefactor to assume, by written notice to the United Scenic Artists and the Designers, all obligations and conditions contained in this agreement.

V. PARTIAL USE OF PRODUCTION

If the purchasing/renting company does not wish to acquire the entire production, nothing contained herein shall imply that the sale or rental of individual design elements (settings, costumes, or lighting) shall require sale or rental payment of the remaining design elements. Design elements not sold, rented, or used by the purchasing or renting Company shall remain covered by this agreement and shall not become part of the new agreement.

VI. USE OF DESIGNS FOR A DIFFERENT PRODUCTION

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

- A. The Company shall notify the Designer and the Union of the intended use.
- B. The Company 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.

VI. RECORDING AND BROADCAST OF THE PRODUCTION

Except as expressly provided for herein, no Company, 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. Producer shall notify in advance, in writing, the Union and the Designer/s prior to any planned recording or broadcast of the Production. Notice of all such broadcasts or recordings and of compensation paid therefor 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. In the event a television/film production company not under contract to record the Production, for cable, internet, free-air broadcast, Pay-Per-View or other distribution outlet, the Producer and the Union agree that all terms or conditions pertaining to filming or taping the entire production must be superceded in a separate Agreement between United Scenic Artists, Local 829 and the Television, Film, Internet entity. For all broadcasts or recordings of the production which use the original sets, costumes, lighting or sound, or the designs for same, the Producer shall pay or cause to be paid to the Designers:
1. For single use in any close-circuit television or subscription television (whether by closed circuit or satellite 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, no less than two hundred (200%) percent of the Designer's original design rate for a specific release/production period of not more than three (3) years. Subsequent year's license shall be negotiated and agreed upon in good faith.
 3. For PBS presentations, no less than fifty (50%) percent of the Designer's original design rate for each broadcast event. (See below).
 4. The television rights granted under this provision are limited to a single broadcast and no rights are granted beyond this initial broadcast (except PBS when the broadcast rights shall be limited to one week per year for a three-year exhibition window following the initial broadcast). Nor is any right granted herein to reproduce said television broadcast for further showing or reproduction by means of film, video tape or any other means electronic or mechanical, except upon written agreement with the Designer(s) and upon payment of moneys for each such use as shall be agreed upon.
 5. For foreign release rights consisting of four (4) years of unlimited broadcast, no less than one hundred fifty (150%) percent of the original design fee.
 6. For Internet broadcast, alternatively titled webcast, or audio/visual streaming of the production, the Designer shall be paid on a "favored nations" basis (peri-passu), a fee commensurate with the Star, the Conductor or the Director, or 100% of the original design fee, whichever is greater.
 7. For all broadcasts or recordings of the production which use the original sets, costumes, lighting, projection 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 _____, Projection designed by _____, and Sound designed by _____.
- D. 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.