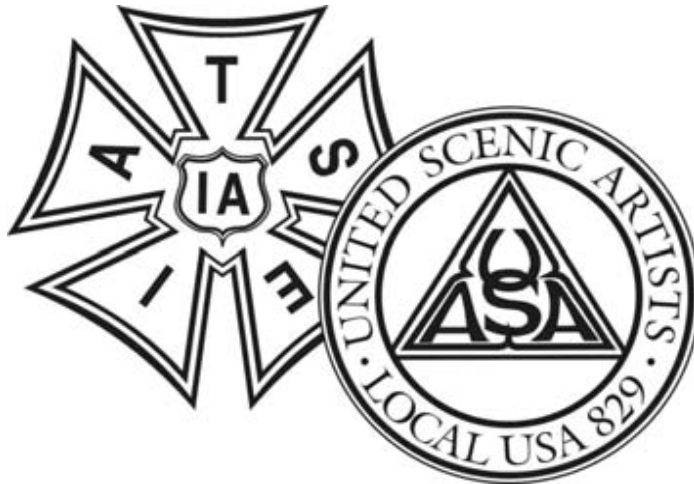


United Scenic Artists  
Local USA 829, I.A.T.S.E.



Standard Designer's Agreement  
Theatre – 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 “**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 foregoing, 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 Producer 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; First Class Productions (as defined by the Actors Equity Association contract and/or the Dramatists Guild Approved Production Contract); Commercial Productions that are presented at a venue with more than 1,000 seats; or any production that is covered by a United Scenic Artists 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 Producer 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 Producer 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 Producer shall inform the Designer of appropriate pre-production conferences connected with the Production, and the Designer shall, at the request of the Producer, attend such conferences.
- D. The Designer shall be responsible for the completion and delivery to the Producer 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 Producer agrees to engage adequate quality personnel for the proper realization and installation of the designs for the Production.
- H. The Producer shall assume the responsibility to secure all necessary copyright, publishing and mechanical clearances required for the production of the Production.
- I. All uses of the design, subsequent to the initial Production as 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 Producer 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 Producer 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 Producer 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 Producer.
  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 Producer 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 Producer 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 Producer at the request of the Designer subject to the approval of the Producer. 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 Producer and the Designer, each time and as soon as a Designer is engaged. The Designer shall not be required to furnish designs until Producer has executed and the Union has approved said *Cover Sheet*. The producer 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 Producer 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 Producer 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 theatre 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, 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 Producer 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 Producer.
  - c) ONE-THIRD (1/3) upon the specified termination date, but no later than the 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.
2. If any substantial changes or additions to scenery, 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. For Not-For-Profit Theatres, the fees listed on the associated Rate Sheet attached hereto are minimums based on one venue and the budget categories as per the most recent TCG survey. The rates listed 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. For non-touring Commercial Theatre outside New York City the fees listed on the associated Rate Sheet are based on seating capacity, number of performances and ticket price. The rates listed 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. The Producer or his/her authorized representatives shall file with the Union documentation of the calculation used to determine the Tier Level to be used as the basis for minimum compensation to the Designers employed hereunder.
3. A "Unit Set with Phases" shall be compensated at not less than the rate listed in the appropriate Rate Sheet. See Appendix A for the parameters defining this type of scenery.
4. If the Producer 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 an Assistant(s), to be negotiated and agreed to in advance.
5. Sound and Projection studio costs shall not be considered part of the fee.
6. Compensation for subsequent use of the Design is governed by the "Subsequent Use Addendum" of this Agreement.

### E. ADDITIONAL WEEKLY COMPENSATION (AWC)

1. Starting with the first paid public performance Designers shall receive AWC as negotiated by the parties. The AWC is based on an eight- (8) performance week. Any variation in a performance week may be prorated. An additional one-eighth (1/8th) of the agreed upon AWC shall be paid for each performance beyond eight (8) in any Monday to Sunday week. In all cases AWC shall be paid to the Designer(s) not later than the Thursday following the close of each week.
2. Not-for-Profit Theatres are not obligated to pay AWC unless the production is extended beyond the originally scheduled performances specified in the *Cover Sheet*. A Designer shall receive Additional Weekly Compensation according to the associated Rate Sheet attached hereto for all weeks that a production runs in excess of its originally scheduled number of performances. In any event, the originally scheduled number of performances shall not exceed the original employment period established by contract for the production by the Theatre with the Actors employed for the production. Such payments may be prorated for less than full weeks. Additionally, if the production is revived or the production is toured after the original run, the Designer shall receive AWC as provided herein.
3. No waiver of AWC will be permitted without the specific prior written consent of the Designer(s) and the prior approval of the Union.

4. Pension and Welfare contributions are due on all AWC payments. These contributions shall be forwarded on a weekly basis directly to the nearest regional office of United Scenic Artists listed at the end of this document

## **VI. REIMBURSABLE 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 Producer agrees to make funds or forms of credit available, in advance, for production related expenditures. The Producer 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 Producer. All cash expenditures will be accounted for to the Producer in the form of receipts or other proofs of purchase, submitted to the Producer no later than thirty (30) days after the official opening of the production. Producer shall reimburse the Designer for receipted expenses within fourteen (14) business days of submission.
- C. The Producer 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 Producer, 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.

## **VII. CO-PRODUCTION**

- A. Productions that are produced and financed jointly by two or more Producers (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 coversheet. If the Lead Producer pays all compensation, the Lead Producer may sign on behalf of all Co-Producers.
- B. A production designed for one venue or for a "Co-Production", and subsequently performed at one or more venues not defined in the original *Cover Sheet* shall be considered a "Transfer". (See the "Subsequent Use Addendum" for Transfer terms.)
- C. Designer(s) for co-productions (as defined above) shall:
  1. Be compensated at no less than one hundred fifty per cent (150%) of the fee listed on the rate sheet 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 compensated, at no less than 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. 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.

### **VIII. NOT FOR PROFIT PRODUCTIONS CREATED TO TOUR**

- A. A Touring Production is defined as a production that is designed as a "tour package" and not for a specific theatre.
- B. Fees for Touring Productions shall be as per paragraph V herein.
- C. All tours shall pay AWC starting with the first paid public performance.
- D. Terms for productions designed for one venue and subsequently sent out on tour, moved to a new venue by the Producer, or transferred to a new Producer, are contained in the Subsequent Use Addendum of this Agreement. A Production that is produced as a tour at a Not for Profit entity, that subsequently goes out as a commercial tour is not covered by this Agreement.

### **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 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 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 Production without the prior 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.
- B. Producer 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. The Producer 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 Producer 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 Producer shall have the right to retain copies of all of the foregoing. Design materials retained by

Producer may be used by Producer 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, projections and/or sound, or the design for same, are broadcast, captured or recorded during rehearsal or performance by any means for use as a television or internet broadcast spot; commercial, educational, or promotional program about the Production; and where no more than fifteen (15) minutes of edited performance and/or rehearsal capture are used, no additional compensation shall be due to the Designer.
2. For archival purposes of the theatre or other official library theatrical archive, Producer shall have the right to make a film, videotape, or otherwise capture the final dress rehearsal or one single performance of the Production. Such archival recording shall be labeled "for archival use only" and shall remain in Producer's possession or at designated library theatrical archive at all times.
3. The Producer shall not release any part of any promotional or archival recording, for any purpose whatsoever, without the prior written consent of the Designer(s) and the Union. In addition, the Producer 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, 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 Producer 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 Producer 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 one 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, actors, etc.).
- C. Where a biography, other than that of the author(s) appears, Producer 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 Theatre 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 from [www.usa829.org](http://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 Producer with proper safety precaution.
- B. Producer 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. Producer 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 Designer's (hereinafter referred to as "Assistants") to the Scenic, Costume, Lighting, Projection, or Sound Designer shall be engaged by the Producer at the request of the Designer subject to the approval of the Producer. 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. Producer 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 work week 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 Producer's theatre or approve minor adaptation of the design required at a new venue. This provision is subject to the Producer'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 Producer will be responsible for transportation, lodging, meals and expenses related to the production.

## **XV. TRAVEL, HOUSING AND PER DIEM**

The Producer agrees to provide, when the Designer(s) and/or Assistants 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 Theatre for an extended period, the Per Diem may be negotiated at the IRS meal allowance rate 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 Producer shall contribute a sum of money equal to twenty percent (20%) of each Designer and/or Assistant'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 and/or Assistant covered under this Agreement, and sent to the appropriate USA 829 office (see following page). 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  
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# STANDARD DESIGNERS AGREEMENT – THEATRE

## APPENDIX A

### “UNIT SET WITH PHASES” DEFINITION

- A. A “Unit Set with Phases” shall be compensated at not less than the rate listed in the appropriate Rate Sheet for a set that remains on stage for the entire performance of the Production. The set shall be so designed that it shall be capable, with or without alteration, of providing an environment for all actions, locales, times and other scenic requirements of the Production. If it is altered each alteration shall be called a “PHASE”. A PHASE is the introduction of new scenic elements, props, projections or other aspects of a UNIT SET to indicate changes in locale, time, or mood where such changes shall substantially, although not completely, alter the stage picture previously seen.
- B. A “Media Wall,” established by changing panels, electronic devices or projections in a framework should not define a “UNIT SET” if the ground plan of the set is altered from scene to scene. A Media Wall with a changing ground plan from scene to scene is classed as a Multi Set.
- C. Additional compensation shall be due the Scenic and Lighting Designer if the number of PHASES exceeds five (5). Assuming the basic look of the set is the first PHASE, beginning with the sixth (6th) PHASE, each additional Phase shall be compensated at not less than the rate listed as “Each Additional Set.”
- D. A “Show Drop”/“Act Curtain” shall represent a PHASE. However, any additional Drops, Scrims, or Backcloths that hide the basic set shall alter the classification to Multi Set.

# **STANDARD DESIGNERS AGREEMENT – THEATRE**

## **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.