UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

STANDARD DESIGN AGREEMENT 2024-2026: THEATRE

This Agreement must be signed by Employer and Designer/Assistant.
Send Cover Sheet and Rider, if any, to USA 829 for approval, along with ***separate checks for Pension and Welfare.***
The Designer will not furnish any designs until the Agreement has been executed by the Union.

AGREEMENT is made, for the services of the Designer named, pursuant to the terms and conditions set forth in the **United Scenic Artists, Local USA 829 Standard Design Agreement (2024-2026)** covering the employment of Scenic, Costume, Lighting, Sound, and Projection Designers, and each provision shall be a part of this Agreement as though set forth herein at length. Additional terms may be placed in a Rider attached to this Agreement and shall be deemed part hereof. This Agreement is limited to the production listed below. It is not precedential or citable in any proceeding other than one to enforce this Agreement and does not bind or obligate the Employer in any way beyond the scope of this project. This Agreement does not constitute the recognition by the Employer of United Scenic Artists, Local USA 829, IATSE for the purposes of collective bargaining.

PROJECT SHALL COMMENCE ON OR ABOUT:_____ **& SHALL TERMINATE WITH PRESS OPENING ON:**_____

RATES**:** Agreement is subject to the Rates of Compensation set forth in the **SDA Theatre: Rates 2024-2026**.

DESIGN CATEGORY: ☐ **SCENIC** ☐ **COSTUME** ☐ **LIGHTING** ☐ **SOUND** ☐ **PROJECTION** ☐ **ASSISTANT**

THEATRE / PRODUCTION COMPANY: _____ **EIN:** _____

NAME OF DESIGNER OR ASSISTANT: _____

NAME OF PRODUCTION / PROJECT: _____

TO BE PRESENTED AT (VENUE): _____ **NUMBER OF SEATS:** _____

SCOPE OF THE PRODUCTION:

SCENIC, LIGHTING, SOUND OR PROJECTION: ☐ **SINGLE SCRIPTED LOCATION** ☐ **MULTIPLE SCRIPTED LOCATIONS**

COSTUME: ☐ **1-20 COSTUMES** ☐ **21+**

DESIGNS DUE:_____ **TECH FROM:**_____ **TO:**_____ **1ST PUBLIC PERF:**_____ **CLOSING:**_____

COMPENSATION**: The Employer agrees to pay the Designer the following amounts, according to the listed Payment Schedule:**

Design Fee: **$**_____
Advance of AWC (if applicable): **$**_____
Total: **$**_____
Payment Schedule: 1/3 Due on Designer's Signing of Agreement;
1/3 Due on Acceptance of Designs;
1/3 Due on Opening Date.

OR

☐ Weekly $ _____ for _____ Total $ _____
☐ Daily $ _____ for _____ Total $ _____
☐ Hourly $ _____ for _____ Total $ _____
Total: **$** _____

ADDITIONAL WEEKLY COMPENSATION**:** Designer will receive an AWC of $_____ per week, starting with the date of the 1st Public Performance, to the Closing Date: _____ (Not-for-Profit Theatres shall pay AWC only if Production is extended beyond original Closing Date.)

TRUST FUNDS**:** It is further understood that the Employer, in order to provide certain **Pension and Health benefits,** shall make a contribution of $_____ equivalent to **10%** of gross compensation to the ***United Scenic Artists Pension Fund*** and, for Health, a contribution of $_____ equivalent to **12%** of gross compensation to the ***IATSE National Benefit Funds***, and shall be bound by the Agreements and Declarations of Trust governing those Funds.

Separate checks for the full amounts should be attached to this document and sent to the Regional Union Office appropriate for the Employer's location.

☐ NATIONAL/EASTERN	☐ NEW ENGLAND	☐ MID-ATLANTIC	☐ CENTRAL REGION	☐ WESTERN REGION
29 West 38th St., 15th Floor	292 Newbury St., Box 380	1444 Church St. NW, #401	111 N. Wabash Ave., #2107	6285 East Spring St., #108
New York, NY 10018	Boston, MA 02115	Washington, DC 20005	Chicago, IL 60602	Long Beach, CA 90808
212-581-0300	401-369-0460	917-408-6134	312-857-0829	323-965-0957

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

DISPUTE**:** In the event of any dispute arising between the parties, relating to this Agreement or work relating to it, the matter shall be submitted to Arbitration in accordance with Article XXI of the **Standard Design Agreement**. The Arbitrator's decision shall be final and binding.

RIDERS**:** Any rider or addendum mutually agreed to by the Employer and the Employee, and approved by the Union, shall be attached to and become part of this Agreement.

ACCEPTED: by Employer

SIGNATURE_____
PRINT NAME_____
DATE_____
ADDRESS_____
_____
PHONE_____
E-MAIL_____

ACCEPTED: by Union

SIGNATURE_____
PRINT NAME_____
DATE_____

IS A RIDER ATTACHED? ☐ **YES** ☐ **NO**

ACCEPTED: by Designer/Assistant

SIGNATURE_____
PRINT NAME_____
DATE_____
ADDRESS_____
_____
PHONE_____
E-MAIL_____