

Agreement
Between

United Scenic Artists
Local USA 829, IATSE



And

The Off-Broadway League



New York City

July 1, 2025 – June 30, 2030

**United Scenic Artists, Local USA 829, IATSE and The Off-Broadway League
New York City**

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**AGREEMENT
BY AND BETWEEN
THE OFF-BROADWAY LEAGUE
AND
UNITED SCENIC ARTISTS, LOCAL USA 829, IATSE**

AGREEMENT made this 25th day of August 2025, by and between The Off-Broadway League (the “OBL”) by and on behalf of its current and future Labor Members (“OBL Members”), including but not limited to, Individuals, Institutional Not-for-Profit Theatres and Commercial Producers (the “Employer”) and United Scenic Artists, Local USA 829, International Alliance of Theatrical Stage Employees, AFL-CIO (the “Union”), for and on behalf of persons now employed or hereafter to be employed by OBL Members as designers (the “Designers”) or assistant designers (the “Assistant Designers”), as herein after defined.

The Employer and the Union hereby agree that with regard to Off-Broadway theatrical productions (the “Production”), the terms and conditions set forth herein shall govern the employment of the Designers and Assistant Designers, if engaged.

It is hereby understood that this agreement sets forth the minimum terms and conditions agreed to by the Employer and the Union and nothing herein shall prevent the Designers and the Assistant Designers from negotiating better terms and conditions than those herein provided. This provision is of the essence of this Agreement. 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 and the OBL in writing.

The Union acknowledges that the OBL has as a part of its mission the fostering of young talent.

NOW, THEREFORE, it is mutually agreed as follows:

I. RECOGNITION

The OBL hereby recognizes the Union as the sole and exclusive bargaining agent for Designers and Assistant Designers (if engaged) covered under this Agreement subject to the provisions of Section 9 (a) of the *National Labor Relations Act of 1947* as amended. The OBL agrees to recognize and deal with such representatives of the Union as the Union may elect or appoint.

II. SCOPE AND JURISDICTION

- A. The scope of this Agreement applies to persons who are employed to perform work covered under this Agreement including, all Scenic Designers, Costume Designers, Lighting Designers, Projection Designers, Sound Designers and Assistant Designers, if engaged.

The OBL acknowledges and agrees to the creation of a new Off-Broadway Membership Candidate Program as outlined in Side Letter 3, attached hereto.

Exempted from coverage under this Agreement are full time staff members of Institutional Not-For-Profit OBL Member Employers, (persons who are afforded benefits and other terms and conditions of employment generally applicable or substantially comparable to those of other staff members of Employer). In the instance where two OBL Members are co-producing a project in a single venue, the staff of either theatre shall be exempt.

- B. Unless otherwise agreed to in writing between the OBL and the Union, this Agreement is applicable to OBL Member Productions presented in any theatre having 100 to 499 seats, in the five (5) boroughs of the City of New York. The scope of the work covered under this Agreement includes, but is not limited to, the planning and design of all manner and type of theatrical scenery, properties and machinery, and the movement and sequencing thereof; the design of costumes, clothing and accessories; the design of lighting; the design of projections; and the design of all sound, sound effects, pre-recorded music and enhancement of "live" voices, musical instruments and sound elements for both theatrical and alternative performance spaces. Benefits, galas and other non-theatrical events are not covered work hereunder, but coverage under a Union Project Agreement may be negotiated between the Designer and the Employer.

III. UNION SECURITY

- A. As a condition of employment, upon being hired for their third (3rd) design assignment on a OBL Member Production, every Designer shall be required to make application to join the Union. Assistant Designers shall be required to make application when hired for their fourth (4th) OBL Member Production. This provision shall not apply to Assistant Designers who are hired as part of the Off-Broadway Membership Candidate Program. For the purpose hereof, a Production with a non-OBL Member Employer adhering to the terms of the OBL Agreement shall be deemed a OBL Member Production.
- B. Nothing in this Article shall be construed to require an Employer to cease or refrain from employing a Designer or Assistant Designer if the Employer has reasonable grounds for believing that:
1. Membership in the Union was not available to them on the same terms and conditions generally applicable to other members; or
 2. Membership in the Union was denied or terminated for reasons other than their failure to tender the periodic dues and the initiation fee uniformly required by the Union as a condition of acquiring or retaining membership.
- C. The Union agrees to propose for membership on non-discriminatory terms any present or future Designers or Assistant Designers employed by Employer whose membership in the Union would be required by this Article.

IV. COVERAGE

This Agreement is entered into by the parties hereto only with respect to, and is applicable only to, design services (hereinafter referred to as "Covered Services" or "Coverage"). A Covered Service is a design service for a stage production produced by an Employer and announced or actually running for at least Twenty-One (21) performances, but excludes workshop productions, children's theatre productions, educational and outreach productions, student audience productions, dark night productions, and readings.

- A. At Institutional Not-For-Profit theatres with an annual budget in excess of Four and One Half million dollars One hundred percent (100%) of design positions shall be *Covered Services*
1. At Institutional Not-For-Profit theatres with an annual budget in excess of Four and One Half million dollars, in any season, up to Twenty-Five (25%) of Assistant Designer positions (including Membership Candidates) may be exempted from *Coverage*.
- B. At Institutional Not-For-Profit theatres with an annual budget of Four and One Half million dollars or less (Rate Tiers 3, 4 or 5); in any season, up to 50% of the total design positions may be exempted from *Coverage*.

1. At Institutional Not-For-Profit theatres with an annual budget of Four and One Half million dollars or less (Rate Tiers 3, 4 or 5); in any season, up to Fifty percent (50%) of the total Assistant Designer positions (including Membership Candidates) may be exempted from *Coverage*.
- C. At Institutional Not-For-Profit theatres with an annual budget of Four and One Half million dollars or less (Rate Tiers 1 & 2); in any season, up to 75% of the total design positions may be exempted from *Coverage*.
 1. At Institutional Not-For-Profit theatres with an annual budget of Four and One Half million dollars or less (Rate Tiers 1 & 2); in any season, up to Seventy-Five percent (75%) of the total Assistant Designer positions (including Membership Candidates) may be exempted from *Coverage*.
- D. For the first full season at any new Institutional Not-For-Profit OBL Member theatres with an annual budget of Four and One Half million dollars or less, up to 100% of the total design positions may be exempted from *Coverage*.
- E. Design positions on Commercial foreign productions imported as a “package” shall be exempted from *Coverage*, except as per IV (H) below.
- F. Design positions on all Commercial productions shall be exempted from *Coverage*, except as per IV (H) below or unless the security Clause in III (A) is triggered, in which case the position is not eligible for exemption.
 1. On Commercial productions in Tiers A and B, up to One Hundred percent (100%) of the total Assistant Designer positions (including Membership Candidates) may be exempted from *Coverage*.
 2. On Commercial productions in Tiers C and D, up to Fifty percent (50%) of the total Assistant Designer positions (including Membership Candidates) may be exempted from *Coverage*.
- G. Design and assistant design positions exempted from coverage will not be subject to the terms and conditions of the Agreement except that the Employer will provide the Union with the name, agent information and design category of a designer or an assistant designer employed in an exempted design position for purposes of tracking compliance with the security clause.
- H. This provision shall not be used deny coverage to Union members in good standing or Membership Candidates, who shall be accorded full rights under this agreement, nor to employ a designer or Membership Candidate who has previously been engaged in covered employment under this Agreement.
- I. Any Designer whether or not a member of the Union who is engaged by Employer to design a *Covered Service* on a OBL Member Production must sign a *Cover Sheet*.
- J. All provisions in Article IV. Coverage pertaining to Assistant Designers shall remain in effect for the following two (2) contract cycles, beginning with the 2025-20230 CBA.

V. GENERAL PROVISIONS

- A. The Designer shall provide, as agreed upon by Employer and 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 Employer will provide, as applicable and on a timely basis; accurate technical drawings for Employer’s theatre; up to date equipment inventories; a script for the play; production schedules and budget; contact information for the general manager and/or technical director if applicable; and any other information required in order for Designer(s) to fulfill their obligations to the Production.
- C. Employer shall inform Designer of appropriate pre-production conferences connected with the Production, and Designer shall, at the request of Employer, attend such conferences.

- D. The Designer shall be responsible for the completion and delivery to the Employer of all designs and design specifications in accordance with Employer deadlines. If all information required in V.B. above is not received in a timely manner, Designer may request extension of deadlines, which shall not be unreasonable withheld.
- E. A reasonable design period of not less than four (4) weeks is necessary prior to submission of the design for bids or beginning construction. For the Lighting, Sound and Projection Designers a design period of not less than two (2) weeks is necessary following the receipt of the final approved scenic design drawings.
- F. For the convenience of the Employer, a Designer employed under this Agreement is required to provide, at their own expense, an office sufficient to perform administrative duties and to produce the drawings, sketches, models and other design work-product necessary to fulfill their obligations under this Agreement.
- G. Designers and Assistant Designers shall not be required to perform the work of the production staff as part of their duties hereunder.
- H. The Employer agrees to engage adequate quality personnel for the proper realization and installation of the designs for the Production.
- I. The Employer agrees to provide adequate workspace for costume fittings and storage of costumes during rehearsal. Such space shall be in reasonable proximity to the theatre or rehearsal hall and shall be secure and allow access at reasonable times.
- J. If the Designer is required by Employer to attend meetings outside New York City, or to attend to matters of realization of the design outside New York City, including but not limited to shop/vendor visits or costume rentals, the Employer shall provide necessary per diem, travel and/or housing to be negotiated in good faith.
- K. Each Not-for-Profit OBL Employer shall, upon request, provide the Union with a Season Schedule, which may be amended.

The OBL shall provide the Union with a current list of OBL Members and shall notify the Union as changes to such list occur.

VI. RIGHT OF FIRST REFUSAL

- A. On Not-For-Profit Productions: The Designer shall have the right of first refusal to design the first subsequent production of the Production in New York City, produced, co-produced, leased, licensed or assigned by the Employer or its licensee(s) if such production occurs within three (3) years of the close of the original production and when the original Director is hired or the original direction is used and provided the Designer has complied with all the Designer's material obligations hereunder. Right of First Refusal shall not be due if the design element for which the Designer was responsible is eliminated.
- B. On Commercial Productions: The Designer shall have the right of first refusal to design the first subsequent production of the Production in the United States, produced, co-produced, leased, licensed or assigned by the Employer or its licensee(s) if such production occurs within three (3) years of the close of the original production and when the original Director is hired or the original direction is used and provided the Designer has complied with all the Designer's material obligations hereunder. Right of First Refusal shall not be due if the design element for which the Designer was responsible is eliminated.

VII. DUTIES OF THE DESIGNER

The Employer shall provide the design due dates and the Designer's budget to the Designer at time of offer.

The parties acknowledge the Employer has an obligation to provide the design due dates and each Designer's budget to the Director.

The Employer and the Designer will maintain timely communication with the other Designers and the Director to support achieving the production's design due dates and budget.

The Employer shall make best efforts to schedule a preliminary design concept meeting, which shall include the Designers, the Director, the General Manager and/or the Production Manager, and other applicable creatives, to take place no later than eight (8) weeks before the preliminary scenic designs are due.

If the Designer's proposed designs are not within the Employer's identified budget, the Designer shall modify designs as needed to align with parameters of the Employer's budget. Any such design modification shall be done in collaboration with the Employer, the Director, the other Designers, and other applicable staff or creatives.

A. The Scenic Designer shall design the settings 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 supply the contracting painter with color schemes or color sketches sufficient for the contracting painter.
4. To design, select or approve properties required for the Production, including draperies and furniture.
5. To supply specifications and revisions for competitive bids for scenery or property suppliers mutually satisfactory to Employer and Scenic Designer.
6. To attend all days in residence as required in the Agreement and specified in the Designer's *Cover Sheet* and rider, including Technical Rehearsals with Actors on stage and previews unless otherwise mutually agreed upon in writing by the Employer and the Designer at the time of signing of the Designer's *Cover Sheet* and rider. Any changes to the contracted schedule must be mutually agreed upon.
7. To design and/or coordinate special scenic effects for the Production.
8. To collaborate with the Assistant Designer, if engaged, on creation and implementation of the Assistant Designer's planned work schedule, with such schedule subject to the Employer's review and approval. The Employer, the Designer and the Assistant Designer shall each sign the Work Plan and submit a copy to the Union.

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 and revisions for competitive bids for costume shops or other suppliers mutually satisfactory to Employer and Costume Designer.
 6. To supply specifications for the shop, if applicable, to make, sew, construct/and or paint costumes and costume accessories and to approve the fabrication thereof.
 7. To oversee the fittings and alterations of the costumes.
 8. To approve hairstyles and/or select of wigs, hairpieces, mustaches, beards, prosthetics and special make-up.
 9. To attend all days in residence as required in the Agreement and specified in the Designer's *Cover Sheet* and rider, including Technical Rehearsals with Actors on stage and previews unless otherwise mutually agreed upon in writing by the Employer and the Designer at the time of signing of the Designer's *Cover Sheet* and rider. Any changes to the contracted schedule must be mutually agreed upon.
 10. To collaborate with the Assistant Designer, if engaged, on creation and implementation of the Assistant Designer's planned work schedule, with such schedule subject to the Employer's review and approval. The Employer, the Designer and the Assistant Designer shall each sign the Work Plan and submit a copy to the Union.
- 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 Employer.
 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 and revisions for competitive bids for lighting and special effects suppliers mutually satisfactory to Employer and Lighting Designer.
 5. To oversee focusing of the lighting equipment and setting of lighting cues.
 6. To attend all days in residence as required in the Agreement and specified in the Designer's *Cover Sheet* and rider, including Technical Rehearsals with Actors on stage previews unless otherwise mutually agreed upon in writing by the Employer and the Designer at the time of signing of the Designer's *Cover Sheet* and rider. Any changes to the contracted schedule must be mutually agreed upon.
 7. To collaborate with the Assistant Designer, if engaged, on creation and implementation of the Assistant Designer's planned work schedule, with such schedule subject to the Employer's review and approval. The Employer, the Designer and the Assistant Designer shall each sign the Work Plan and submit a copy to the Union.
- D. The Sound Designer shall design the sound and render the following services, if required, and agrees:
1. To provide all designs and design consultation for the Sound Design.
 2. To design a sound delivery system that will properly execute the needs of the Production.
 3. To provide, as necessary, sound equipment lists and a plot, including all information required for the realization of the design.
 4. To supply specifications and revisions for competitive bids for sound equipment and studio time from suppliers mutually satisfactory to Employer and Sound Designer.
 5. To attend all days in residence as required in the Agreement and specified in the Designer's *Cover Sheet* and rider, including Technical Rehearsals with Actors on stage and previews unless otherwise mutually agreed upon in writing by the Employer and the Designer at the

- time of signing of the Designer's *Cover Sheet* and rider. Any changes to the contracted schedule must be mutually agreed upon.
6. To approve the installation, optimization, tuning, and balancing of the sound system.
 7. To oversee the programming and integration of sound cues into the Production.
 8. To collaborate with the Assistant Designer, if engaged, on creation and implementation of the Assistant Designer's planned work schedule, with such schedule subject to the Employer's review and approval. The Employer, the Designer and the Assistant Designer shall each sign the Work Plan and submit a copy to the Union.
- E. The Projection Designer shall design the projections and render the following services, if required, and agrees:
1. To provide all designs and design consultation for the Projection Design.
 2. To design a visual effects delivery system that will properly execute the needs of the production and to provide technical drawings and specifications as required for the Production.
 3. To supply specifications and revisions for competitive bids for the projection equipment and studio time from suppliers mutually satisfactory to Employer and Designer.
 4. To work with the Employer's technical staff to confirm the installation of the visual effects delivery system and the setting of cues.
 5. To attend all days in residence as required in the Agreement and specified in the Designer's *Cover Sheet* and rider, including Technical Rehearsals with Actors on stage and previews unless otherwise mutually agreed upon in writing by the Employer and the Designer at the time of signing of the Designer's *Cover Sheet* and rider. Any changes to the contracted schedule must be mutually agreed upon.
- F. The Assistant Designer for any design category shall assist the Designer in that category, in the work of that Designer.

VIII. COMPENSATION, PAYMENT SCHEDULE & BOND

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

1. A *Cover Sheet*, provided by the Union, shall be promptly signed by the Employer and the Designer, each time and as soon as a Designer is engaged in a covered design position. The Designer shall not be required to furnish designs until the Employer has executed and remitted the signed *Cover Sheet* to the Union.

However, if the Designer has commenced work (subject to Article VII herein) at the request of the the Employer prior to the filing of the signed *Cover Sheet*, the terms of this Agreement shall apply.
2. It is recognized that the standard practice of preliminary discussions between a Designer and an Employer or director prior to the signing of a *Cover Sheet* does not constitute a violation of this Agreement.
3. The Employer shall email a copy of the signed *Cover Sheet* to the Union at livedesignjob@usa829.org concurrently with sending it to the Designer.
4. The *Cover Sheet* shall be signed by the Employer and the Designer, and the Employer shall file electronically with the Union within seven (7) business days after receipt of a signed copy from the Designer. If the *Cover Sheet* is not signed concurrently, the Employer shall sign first.
5. The Employer and the Designer shall agree upon a scheduled final date of employment, on or before the official opening, which date shall be specified in the *Cover Sheet*.

6. No Designers' services shall be required beyond the contracted termination date specified in the *Cover Sheet*.
7. The announced closing date, if known, must be stated in the *Cover Sheet*.
8. All terms and conditions of the Designer's engagement which are not specifically required by this Agreement, including but not limited to all compensation in excess of the minimums specified in this Agreement and schedules shall be fully set forth on the *Cover Sheet* (and, if applicable, in any riders thereto) and shall be deemed a part thereof. The *Cover Sheet* and rider must be signed and filed for approval with the Union.

B. PAYMENT

1. The Employer shall pay the agreed upon compensation to the Designer 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) upon the date that drawings, sketches, and/or specifications are accepted by the Employer, sufficient to begin execution of the design.
 - c) ONE-THIRD (1/3) upon the final date of the Designer's Contracted Residency, but no later than the Press Opening night.
2. The agreed upon fee shall include up to the following consecutive calendar days in residence beginning with the first Technical Rehearsal in the theatre with Actors on stage (the "Included Days"). Federal holidays which are observed as the production days off or days lost due to force majeure events, shall not be counted towards the Included Days.

Category	Play	Musical
NFP Under \$4.5 million	16	18
NFP Over \$4.5 million	20	22
Commercial Productions	16	18

For each additional day in residence beyond those included in the agreed upon fee (the "Additional Days"), the Employer shall pay the Designer no less than the applicable minimum Daily Rate specified in the annexed Schedules A-1 and 2. The Included Days and Additional Days (the "Contracted Residency") shall be agreed upon at the time of contracting.

Any changes to the Contracted Residency after the signing of the *Cover Sheet* and rider shall be subject to the mutual approval of the Designer and the Employer.

3. If the Designer is not available to attend any Contracted Residency days, the Designer or the Designer's designated representative must provide notification to the Employer upon receipt of the Employer's offer. Any requested absences of the Designer during the Contracted Residency period shall be subject to the Employer's approval. Any changes to the Contracted Residency after the signing of the *Cover Sheet* and rider shall be subject to the mutual approval of the Designer and the Employer.

If the Designer takes an unapproved absence during the Contracted Residency as outlined in the *Cover Sheet* and rider, the Employer may claim a breach of contract and any such dispute will be elevated to an expedited grievance process.

If the Employer and the Designer mutually agree to reduce the Designer's pre-negotiated additional days in residency, the Employer shall not owe the Designer for the Additional Days.

4. Assistant Designers (including Membership Candidates) shall be paid no later than the Friday following the week in which the work is contracted and performed. Assistant Designers shall submit weekly timesheets verified by the Designer and approved by the Employer, submitted in accordance with the Employer's payroll schedule and requirements.
5. Payments made pursuant to this Agreement shall be less all applicable payroll and withholding taxes, which shall be made by the Employer.

C. ADDITIONAL WORK

For any changes or additions to scenery, costumes, lighting, projections or sound that are required by the Employer after the termination date, the Employer and the Designer shall agree in advance, on the number days needed to make such changes. The Designer's compensation shall be no less than the minimum applicable Daily Rate listed in this Agreement.

D. COMPENSATION

1. Designers in all design categories shall be paid not less than the Fees and Daily Rates (collectively, the "rates") as set forth in Schedule A.
 - a) Rates for design fees shall be those in force on the date of the first full cast rehearsal.
 - b) Rates for AWC shall be those in force during the performance week for which AWC is due.
 - c) Daily rates shall be those in force during the week in which the work is performed.
2. For Sound Designers; pre-approved studio rental, content creation, any third party costs, and original music costs shall not be included in the fee. For Projection Designers; pre-approved equipment and facilities, content creation, and any third party costs shall not be included in the fee.

E. ADDITIONAL WEEKLY COMPENSATION (AWC)

1. Each Designer shall be paid Additional Weekly Compensation (AWC) as set forth in Schedule A.
 - a) For Commercial Productions, AWC shall commence with the first paid public performance.
 - b) For Institutional Not-For-Profit Theatres, the Employer shall not be obligated to commence AWC until the seventh (7th) performance week.

AWC shall continue for the run of the Production, and for the entire run of each future production (including but not limited to revivals, moves, transfers, tours, sales or rentals).

2. AWC shall be paid to the Designer not later than the Thursday following the close of each week.
3. Pension and Welfare contributions are due on all AWC payments. These contributions shall be forwarded on a weekly basis directly to the Union's New York office located at 37 W 26th Street, Floor 9, NY, NY 10010.

4. Notwithstanding the foregoing, on Commercial Productions:

- a) Permitted Waiver Periods. In losing performance weeks a reduction or waiver of AWC of not more than six (6) weeks duration will be permitted one (1) time per calendar year for Tiers A and B and not more than eight (8) weeks duration will be permitted one (1) time per two (2) calendar years for Tiers C and D. Any such reductions or waivers need not be consecutive nor require specific prior written consent of the Designer or the prior approval of the Union.
- b) Additional Waiver Periods. The Employer may submit a request to the Union for approval of additional periods of reduced or waived AWC. The Union agrees to meaningfully confer with the Employer regarding any such requests in a timely manner and such requests shall not be unreasonably denied.
- c) Notice of Waiver. The Employer shall notify the Designer in writing of any reduction or waiver and a copy of such notification shall be sent to the Union. In the event the Employer notifies the Union and the Designers of their intention to institute a waiver as described herein, then non-payment or late payments of said AWC shall not be considered a breach of this Agreement, specifically Article VIII(E)(2), until no less than thirty (30) calendar days have passed since the original due date of said AWC, and provided the notification of intent is received by the Thursday following the close of the prior performance week in which such waiver shall first apply. The Employer may rescind such notice of intent within said thirty (30) calendar day period upon written notice to the Designer and the Union and payment of any unpaid and then owing AWC for the waiver period in question.
- d) Post 110% Recoupment AWC. Once a Commercial Production has recouped One Hundred Ten percent (110%) of production costs, then commencing the performance week after the performance week in which 110% recoupment occurred, the Designer shall receive 0.45% of the Weekly Net Operating Profit ("WNOP") with a minimum weekly guarantee of the applicable AWC as set forth on Schedule A herein. The Employer's method for the calculation of AWC based on WNOP shall be no less favorable to the Designer than as defined in the then current agreement between the Off Broadway OBL and the Stage Directors and Choreographers Society.

F. BOND

Institutional Not-for-profit OBL Member Employers

- 1. Should an Institutional Not-for-profit OBL Member Employer default in payments of compensation or benefits to or on behalf of the Designer, the Union shall give prompt notice thereof to the Employer and to the OBL.
- 2. If a default, not in active dispute, is not cured within ten (10) days of notice, the Employer shall post a bond of no less than the minimum rates for a mainstage production for the covered design categories (scenic, costumes, lighting, sound) plus Pension and Welfare.
- 3. The bond will be held for twelve (12) months in an interest bearing account. If no further default occurs, the Employer may request that the Union return the bond which shall take place within 30 days with accrued interest.
- 4. The Union, upon notice to the Employer of its intention to invade the bond, may use the bond to pay compensation and/or benefits.
- 5. Any invaded bond will be replenished within ten (10) days or the Employer shall pay a penalty of five percent (5%) of the amount used to cure the default.
- 6. The bond may be in the form of cash, cashier's check, or a bank issued Letter of Credit.

Commercial OBL Member Employers

1. Should a Commercial OBL Member Employer default in payments of compensation or benefits to or on behalf of the Designer, the Union shall give prompt notice thereof to the Employer and to the OBL.
2. For any Production where a *Principal of the Employer*, OBL Member or not, has defaulted in the past 24 months, or, for any Production where a Principal of the Employer is producing under this Agreement for the first time, the Employer shall post a bond of no less than the applicable minimum rates for the covered design categories (scenic, costumes, lighting, sound) plus Pension and Welfare. Notwithstanding the foregoing, if a Principal of the Employer has previously produced under any Local USA 829 contract, then no such bond shall be required.
3. In the event the Employer provides a bond and makes full and timely payment of all compensation and benefits due through the fourth (4th) week after the press opening, the Union shall, within thirty (30) days, return the bond to the Employer.
4. Upon notice to the Employer of default, if the default is not cured within ten (10) days or in active dispute, the Union may use the bond to pay compensation and/or benefits.
5. The bond may be in the form of cash, cashier's check, or a bank issued Letter of Credit.

Non-OBL Member Employers

1. Any Non-OBL Member Employer adhering to this Agreement shall be required to provide the Union with a bond in the amount equal to the minimum rates for the covered design categories (scenic, costumes, lighting, sound) plus Pension and Welfare.
2. In the event that the Employer provides a bond and makes full and timely payment of all compensation and benefits due through the fourth (4th) week after the press opening, the Union shall return the bond to the Employer within thirty (30) days.
3. Upon notice to the Employer of default, if the default is not cured within ten (10) days or in active dispute, the Union may use the bond to pay compensation and/or benefits.
4. The bond may be in the form of cash, cashier's check, or a bank issued Letter of Credit.
5. For institutional Not-For-Profit Non-OBL Member Employers, if a Board Member is willing to be the guarantor for the Production, the bond requirement shall be waived.

G. ASSISTANT DESIGNERS

1. At the time Assistant Designers are engaged, the Employer shall provide them with a defined amount of gross wages which shall cover a specified term of employment. Notwithstanding the foregoing, the minimum hourly rate for an Assistant Designer shall be subject to good faith negotiation between the Assistant Designer and the Employer, but shall in no event be less than the following minimum hourly wage:

7/1/2025	7/1/2026	7/1/2027	7/1/2028	7/1/2029
\$25.00	\$25.00	\$26.50	\$28.09	\$30.06

2. Assistant Designers covered under this Agreement shall be placed on a Membership Candidate Contract or Off-Broadway Assistant Designer Contract.
3. The Designer and the Assistant Designer will submit a planned work schedule (the "Work Plan") to the Employer. The Employer shall review and approve the Work Plan prior to the beginning of work to ensure compliance with total compensation and to avoid any miscommunication between the Employer, the Designer and the Assistant Designer regarding hours and compensation. The Employer, the Designer and the Assistant Designer shall each sign the Work Plan and submit a copy to the Union.

4. Should additional work hours be necessary for the Assistant Designer that exceed the originally agreed upon gross wages, all requests for additional compensation must be pre-approved by the Employer before any further work commences.
5. The Assistant Designer shall be paid directly by the Employer. The Employer shall pay a total amount of gross wages subject to federal and state withholdings.
6. Overtime:
 - a. The Employer must pre-approve all overtime. Overtime is paid based upon only hours actually worked.
 - b. Per the Fair Labor Standards Act, Assistant Designers are non-exempt employees and are entitled to receive overtime pay for all time worked in excess of forty (40) hours per work week, which shall be one and one-half times (1½) their regular hourly rate of pay.
7. Pension and Welfare benefits shall be paid on all Assistant Designer compensation, if applicable, as per Article XVII herein. Only welfare benefits shall be paid on all Membership Candidate contracts, at a percentage equal to the total welfare and pension contribution amount per Article XVII.

IX. RELATED EMPLOYERS

This Agreement shall, with respect to the design work now or hereafter covered hereunder, be binding on the Employer and any *Principal of the Employer* and shall so continue, jointly or severally, to be binding, notwithstanding any modifications, reorganization, merger, liquidation, insolvency proceeding or bulk sales of the Employer or the withdrawal by any Principal to continue business in the covered industry as Principal with a substantial interest or salary. "Principal" means a general partner of a partnership (including any general partner of the general partner); a managing member of a limited liability company (including any managing member or general partner of the managing member); the majority owner of a corporate employer; or a sole proprietorship.

This Article IX shall not apply to Institutional Not-For-Profit OBL Member Employers.

X. UNION DUES (CHECK OFF)

- A. The Employer shall deduct from each payment made to the Designer and the Assistant Designer, if engaged, the amount of administrative dues payable by them to the Union.
- B. Such deductions shall be sent to the office of the Union no later than ten (10) days after the end of the month in which the payment was due or the work performed. Along with this payment, the Employer shall furnish the Union with a record of those for whom the deductions have been made and the total amount of each deduction. Deductions for administrative dues shall be withheld at the rate of two percent (2%), as specified on the *Coversheet*, of the gross wage payable until such time as the Employer shall receive written notification from the Union of change of rate.

XI. REIMBURSABLE EXPENSES

- A. The Employer shall reimburse the Designer and the Assistant Designer, if engaged, for pre-approved expenses incurred in the creation of the design for the Production including, but not limited to, the following: art and drafting materials, model building, sound studio expenses, a proportional share of computer software expenses, printing expenses, postage, shipping, and

copying. Reimbursable Expenses do NOT include, nor shall the Designer or Assistant Designer be responsible to pay for any materials necessary for the implementation of the design or that are included in the production budget (such as lumber, equipment rentals or costume materials).

- B. The pre-approved "Reimbursable Expense Budget" ("Department Reimbursement Budget") shall be recorded on the Designer's *Cover Sheet*. The Department Reimbursement Budget shall include the Assistant Designer's Expenses and shall be managed by the Designer and shall not exceed the pre-approved Employer budget. The Employer agrees to reimburse the Assistant Designer directly for any reimbursable expenses approved by the Designer as part of the Department Reimbursement Budget.
- C. The Employer agrees to make funds or forms of credit available, in advance, for production related expenditures. The Employer shall notify the Designer and the Assistant Designer, if engaged, prior to the commencement of work if they are tax exempt and if so, the Designer and the Assistant Designer, if engaged, shall use best effort to use a legally executed Tax Exempt Form as provided by the Employer. All cash expenditures will be accounted for, to the Employer, in the form of receipts or other proofs of purchase, submitted no later than thirty (30) days after the official opening of the Production. The Employer shall reimburse the Designer and the Assistant Designer, if engaged, for receipted expenses within thirty (30) days of submission.
- D. No Designer or Assistant Designer, if engaged, shall be held responsible for use of Tax Exempt Form unless Employer provides Designer or Assistant Designer with an ID sufficient for acceptance of the Tax Exempt Form.
- E. The Employer shall advance to the Designer and Assistant Designer, if engaged, funds or forms of credit sufficient to execute the designs for the Production. Cash advances must be reconciled before another cash advance is made. In the case of a Costume Designer, a cash float may be partially reconciled and will be replenished expeditiously to allow for timely fittings and execution of designs. In no case shall a Designer or an Assistant Designer be required to advance their personal funds for expenses of the production.
- F. The Employer agrees to reimburse the Designer and the Assistant Designer, if engaged, for all pre-negotiated out-of-pocket expenses for local transportation when required for the purchase, coordination or assembly of items related to the Production.

Receipted reimbursed expenses shall not be considered income to the Designer or the Assistant Designer, if engaged, nor reported as income for tax purposes.

XII. POSTPONEMENT, ABANDONMENT

A. FORCE MAJEURE

If the Production is abandoned because of an Act of God (including but not limited to fire, flood, wind, epidemics, pandemics or other natural disasters whether of a similar nature, or otherwise); acts of terror, acts of government officials, strike, cancellation of season, loss or other unavailability of theatre space out of the control of the Employer, or loss of the rights to produce to the play, the Designer shall be paid all fee payments already paid or due as of the date of notification of such abandonment to the Union and the Designer, and other than such fee payments already paid or due, the Employer shall be relieved of any and all other monetary, economic or other obligations under the Agreement.

If the Designer has completed substantial work on the Production, but the next contractual payment has not been issued at the time of the abandonment due to Force Majeure, then the Employer and the Designer shall negotiate in good faith an appropriate payment for the work done, if applicable.

B. Institutional Not-for-Profit Employers

POSTPONEMENT

1. A postponement shall be said to occur when the Production is moved by the Employer from its original slot in a season to another slot in the same or a subsequent season.
2. If the postponement occurs more than Ninety (90) days prior to the Production's original opening date, the Designer shall be paid according to the following schedule:
 - a. If the designs have not been accepted by the Employer, the Designer shall be paid One-Third (1/3) of their contractual fee already paid or due.
 - b. If the designs have been accepted by the Employer, the Designer shall be paid Two-Thirds (2/3) of their contractual fee already paid or due.
3. If the postponement occurs within Ninety (90) days of the Production's original opening date, the Designer shall be paid according to the following schedule:
 - a. If the designs have not been accepted by the Employer, the Designer shall be paid Two-Thirds (2/3) of their contractual fee already paid or due.
 - b. If the designs have been accepted by the Employer, the Designer shall be paid their full contractual fee already paid or due.
4. Upon the determination by the Employer of the revised dates of the postponed production, the Employer shall communicate those dates to the Designer and the Union. The Designer shall have ten (10) business days to inform the Employer if they can meet the remaining requirements of the Production, including the revised Residency dates.

If the Designer agrees to meet the remaining requirements of the Production, they shall be paid any remaining payments due beyond those payments due as set forth in Paragraph 2 above and a rider to the contract will be filed as applicable. If the Designer is unable or chooses not to meet the remaining requirements of the Production, and the designs have been accepted by the Employer, the Employer may, after consultation with the Designer, employ another person to perform the additional work on the original designs.

ABANDONMENT

1. If the Production is abandoned (for reasons other than Force Majeure as defined herein) and the Designer accepts the offer of another design assignment by the Employer for the replacement production at full fee in lieu of the abandoned Production, the Designer shall be paid the full fee for the replacement production and that (those) portion(s) of the contractual fee for the abandoned Production already paid or due as of that date. If the Designer rejects the offer for the replacement production, they shall be paid only that (those) portion(s) of the contractual fee for the abandoned Production already paid or due as of that date.
2. If the Production is abandoned (for reasons other than Force Majeure as defined herein) at any time prior to Ninety (90) days before the scheduled opening date, as specified in the *Cover Sheet*, and no replacement offer is made by the Employer, the Designer shall be paid according to the following schedule:
 - a. If the Production is abandoned within Thirty (30) days following the receipt by the Employer of the signed *Cover Sheet*, the Designer shall be paid only

that (those) portion(s) of the contractual fee for the abandoned Production paid or due as of that date.

- b. If the Production is abandoned after Thirty (30) days following the receipt by the Employer of the signed *Cover Sheet*, the Designer shall be paid Two-Thirds (2/3) of their contractual fee. If, however, the Designer has fulfilled all their obligations as specified in the *Cover Sheet* prior to such abandonment, the full fee shall be paid.
3. If the Production is abandoned (for reasons other than Force Majeure as defined herein) less than Ninety (90) days prior to the scheduled opening date, as specified in the *Cover Sheet*, and no replacement offer is made by the Employer, the Designer shall be paid the full fee.
4. A production announced and then canceled with no new production date scheduled within Forty-Five (45) days of the cancellation shall be deemed abandoned for the purposes of this Agreement.

C. Commercial Employers

1. If the opening is postponed for two (2) weeks or more, the Designer shall perform the remaining services only so far as the Designer's other contractual commitments permit. If the Designer is not available to perform remaining services, the Designer may:
 - a. If the designs have not been submitted, the Designer may withdraw from the Production and the Employer may hire another Designer to design the Production.
 - b. If the designs have been submitted, the Employer, after consultation with the Designer, may employ another person to perform the remaining work.
2. In the event the Production is abandoned prior to commencement of Load-in, the Designer shall receive payment according to the payment schedule in Article VIII.B.1, of the Agreement.
 - a. If the Production is abandoned after Load-in commences but before the first paid public performance, the Designer shall be paid Three-Fourths (3/4) of their contractual fee.
 - b. If the Production is abandoned after the first paid public performance but before the official opening, the Designer shall be paid full contractual fee.

XIII. BILLING

- A. Designers shall receive billing in the program on the title page, cast page, or with placement substantially comparable to such, on all press releases and on the Employer's website show page in the customary order of Scenic, Costume, Lighting, Sound and Projection Designer.
- B. Billing shall also be given to Designers on the houseboard, window cards, posters and in printed advertisements where billing is given to anyone other than the lead producer, author, actors, director, and choreographer. Billing shall be clearly legible in relation to the use of the medium. The foregoing shall not apply to cases of congratulatory or award advertisements.
- C. In all instances, each Designer shall receive billing in the same size, quality, and format as the other Designers. In all cases where any Designer receives billing, all Designers shall receive billing. The foregoing shall not apply to cases of congratulatory or award advertisements.

- D. The Employer shall include a biography of each Designer in the program for the Production. The Designer shall have the right of approval of biographical materials for the 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.
- E. Original cast recordings and any electronic reproduction produced or licensed by the Employer shall include the names of all Designers if the Director's name appears.
- F. The following notice or other acceptable written recognition shall appear in all Employer programs:

United Scenic Artists, Local USA 829 of the IATSE is the union representing scenic, costume, lighting, sound and projection designers in Live Performance.

Such notice will appear with the USA 829 logo, of which multiple formats are available for download on the Union's website www.usa829.org.
- G. Inadvertent omission of any of the requirements herein shall be rectified, if possible, upon notification, but, in any event, shall not be considered a material breach of this Agreement.
- H. The title Associate Designer may be given to an Assistant Designer in a design category at the discretion of the Employer upon the recommendation of the Designer. When given, the title shall appear with the Assistant Designer's name in the usual and appropriate place in the staff listing section of the program.

XIV. SAFETY

- A. The parties and their members recognize that it is in their mutual best interest to promote safe and healthful conditions in the Employer's workplace(s). The Designers, the Assistant Designers, if engaged, and the Employer shall use their best efforts to confer, at the reasonable request of either, and endeavor to improve and/or correct any conditions to effect such purpose.
- B. The Designers and the Assistant Designers, if engaged, agree to abide by the Employer and/or venue's House Rules.

XV. LIABILITY, REPRESENTATIONS AND WARRANTIES

- A. The Designers are responsible for the visual and/or aural aspects of the Production only, and it is understood that all specifications relate solely to the sound or to the appearance of the setting, costumes, lighting, and projections, and not to matters of safety. The Designer agrees to make prompt correcting alterations to any specification found by the Employer to be incompatible with proper safety precautions.
- B. The Employer will indemnify, defend, save, and hold the Designer(s), their 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, except for the Designer's breach of any representation, warranty, or agreement contained herein.
- C. The Designer shall submit a list containing complete and accurate information that is known, should be known, or that is reasonably ascertainable, regarding any aspect of the design, or any elements within the design to which another party may claim rights or ownership, for approval and clearance by the Employer. The Designer agrees to provide replacement content for any material not approved by the Employer or for which the Employer is unable to obtain clearance for use.
- D. With the exception of all designs and elements listed pursuant to Article (C) above, the Designer

represents and warrants that their designs are original and that the designs and/or elements thereof, do not and will not violate or infringe upon any right whatsoever of any party including, but not limited to, copyright, trademark, contract, property or civil right.

- E. The Employer agrees that it shall carry comprehensive general liability insurance applicable to any claims not due to a Designer's negligence or breach of representations or warranties. The Designer and the Assistant Designer, if engaged, shall be furnished with a copy of certificate of such insurance, upon request.

XVI. 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 Employer, the matter shall be submitted, by either party, to a Grievance Committee consisting of up to three (3) representatives of Local USA 829 and up to three (3) representatives of the OBL. In rendering decisions, the Local USA 829 representatives and the OBL representatives shall each cast, in the aggregate, one (1) vote. A decision of the Committee on a grievance or a dispute shall be final and binding on the parties only if there are two (2) concurring votes. If the matter cannot be settled by the Grievance Committee, the matter shall be submitted to an arbitrator designated by the American Arbitration Association. The arbitration shall be conducted in New York City 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 shall be apportioned equally between the Employer 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.

XVII. PENSION AND WELFARE BENEFITS

- A. In order to provide certain pension benefits to the Designers and Assistant Designers employed under this Agreement, the Employer shall make pension contributions on behalf of every person employed hereunder, in an amount equal to nine percent (9%) of the gross compensation of each person so employed, to the ***United Scenic Artists Pension Fund***.

The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the ***United Scenic Artists Local 829 Pension Fund*** as related to the contributions due as set forth herein.

- B. In order to provide certain welfare benefits to the Designers and Assistant Designers employed under this Agreement, the Employer shall make welfare contributions on behalf of every person employed hereunder, in an amount equal to thirteen percent (13%) of the gross compensation of each person so employed, to the ***IATSE National Benefit Funds***.

When the Employer makes their initial Welfare contribution or when Employer changes their address or EIN, they shall submit a Company Data Sheet to the ***IATSE National Benefit Funds***.

The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund, as restated September 22, 2005, and as amended, and said Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth herein.

- C. Pension and Welfare contributions shall be due and payable no later than seven (7) days following the payment of the fee, or final installment thereof, but in no event later than opening night. A request by the Designer for earlier payment of the Pension and Welfare contribution shall not be unreasonably denied by the Employer.

Pension and Welfare contributions shall be due and payable no later than seven (7) days following the payment of the AWC, daily rate or other compensation due under this Agreement.

Pension and Welfare contributions must be submitted on two separate checks, made payable to the ***United Scenic Artists Pension Fund***, for pension, and the ***IATSE National Benefit Funds***, for welfare. Contributions must be submitted upon the filing of, and attached to, the *Cover Sheet* for each Designer employed under this Agreement, and sent to:

United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, NY 10010

The Employer shall complete and file a remittance form supplying information adequate for the processing of the benefit payments by the Funds, which may be the form supplied by the Funds or a form created by the Employer. Remittance reports must include the following information:

1. Local USA 829- OBL Agreement
 2. Name of Employer
 3. Employer's EIN
 4. Name of Production
 5. Name of Designer(s) and Assistant Designer(s)
 6. Designer(s) and Assistant Designer(s) social security number
 7. Opening Date or Week Ending Date if AWC or Daily Rate
 8. Amount of Compensation
 9. Amount of benefits paid
- D. Said trust funds shall be separately and independently established under an Agreement and Declaration of Trust which the parties hereto shall enter into for such purpose. It is understood and agreed that such funds will be subject to all requirements of law and that the administration thereof will be by Trustees, an equal number of whom shall be designated by contributing Employers' and Employees' representatives.

XVIII. PROPERTY RIGHTS

- A. All rights in and to the design as conceived by the Designer in the course of the rendition of their services hereunder shall be, upon its creation, and will remain, the sole and exclusive property of the Designer; it being understood, however, that the Employer and its licensee(s) shall have a perpetual and irrevocable license to use the designs in any stage production or electronic reproduction of the play as per the terms of this Agreement. Any additional use or license of the design by the Employer shall be subject to further agreement between the Employer and the Designer.
- B. Except for matters of safety, the Employer agrees not to alter nor permit anyone to alter or make substitutions for settings, properties, costumes, lighting, projections, sound, or special visual effects as designed and approved by the Designer after the termination date without the deliberate written consent and approval of the Designer, which shall not be unreasonably withheld.

XIX. SUBSEQUENT USE

The Employer shall give written advance notice to the Designer and the Union, of its intent to use original design(s) in order to revive, remount, 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 Employer will supply the production schedule and dates of the Subsequent Production, if known, at the time of notification.

The original Employer shall be responsible to the Designer to secure in writing from any individual or company 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.

A. REMOUNTS, REVIVALS, MOVES, TRANSFERS AND TOURS

If the Employer revives, remounts, 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 Employer shall make best efforts to give the Designer no less than Thirty (30) days written notice of such revival, remount, transfer, move or tour and the Designer shall have Fourteen (14) days in which to respond to Employer in writing.

The Employer and the Designer shall mutually agree upon the scope of additional work required, if any, to facilitate the revival, remount, transfer, move or tour, and the number of days needed for additional work. To the extent the Designer is unable or unwilling to perform the additional work, the Employer, 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 compensation in good faith.

1. REMOUNTS AND REVIVALS

If the Employer uses the original design in a remount or revival of the Production, the Designer shall receive a minimum of Twenty-Five Percent (25%) of their contractual fee or Twenty-Five Percent (25%) of the current applicable minimum fee, whichever is greater, plus an AWC beginning with the first paid public performance. For Not-for-Profit Employers, the count of performance weeks shall be cumulative, including all weeks at previous venues.

If there is additional work required to remount or revive the Production including redesign and/or, attendance at fittings, rehearsals, technical rehearsals and previews, the Designer shall be paid the applicable Daily Rate until such time as the total, aggregate compensation paid to the Designer for the remount or revival equals One Hundred Percent (100%) of the original contractual fee.

2. MOVING THE PRODUCTION

If the original Employer moves the Production to another theatre using the existing scenery, costumes, lighting, sound or projections:

- a. The Designer shall receive AWC beginning with the first paid public performance.

- b. 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. If there is additional work required to prepare the Production to move to another theatre including redesign and/or, attendance at fittings, rehearsals, technical rehearsals and previews at the new theatre, the Designer shall be paid the applicable Daily Rate.

3. TRANSFERS

A Transfer is a production that moves from one Off-Broadway venue to another venue, typically with artistic input from both the original Employer and the subsequent producer. A transfer may also be a production that opens at an Institutional Not-for-Profit Theatre or as part of an Institutional Not-for-Profit Theatre's season and transfers to a commercial producer but remains in the same venue.

- a. If the Employer transfers the Production with the original design(s) to another producer, the Designer shall have the first option to perform any additional work required by the subsequent producer.
- b. In the case where a production at an Institutional Not-for Profit Theatre transfers to a commercial producer but remains in the same venue, the commercial producer shall pay Twenty-Five Percent (25%) of the Not-for-Profit original contracted fee, which shall not include any personal services from the Designer.
- c. The Designer shall be paid a minimum of Fifty Percent (50%) of the original fee, or Fifty Percent (50%) of the subsequent producer's or transferee's applicable minimum fee, whichever is greater, which shall include up to six (6) days of the Designer's services in connection with the redesign, rehearsals, technical rehearsals, and/or preview performances.

If any such services of the Designer are required by the Employer for more than six (6) days but not more than twelve (12) days, the Designer shall be paid Seventy-Five (75%) percent of the original Fee or Seventy-Five (75%) Percent of the subsequent producer's or transferee's applicable minimum fee, whichever is greater; and if any such services of the Designer are required by the Employer for more than twelve (12) days, the Designer shall be paid One Hundred (100%) percent of the original Fee, or One Hundred (100%) Percent of the subsequent producer's or transferee's applicable minimum fee, whichever is greater.

- d. In addition, the Designer shall receive Additional Weekly Compensation ("AWC") beginning with the first paid public performance, to be negotiated in good faith, prorated by eighths (1/8) in weeks where fewer or more than Eight (8) performances are presented. For Not-for-Profit Employers, the count of performance weeks shall be cumulative, including all weeks at previous venues.
- e. In the case where a production at an Institutional Not-for Profit-Theatre transfers to a Commercial Producer but remains in the same venue, the count of performance weeks for the Additional Weekly Compensation shall be cumulative, including all prior weeks at the Institutional Not-for-Profit Theatre. The Commercial Producer shall remit AWC payments commencing with the first week of the production following the transfer to the Commercial Producer.

- f. If the Employer transfers the Production with the original design to another producer and the producer is covered by a Local USA 829 Agreement containing better terms and conditions than those herein, such applicable Agreement shall prevail.
- g. If the Employer transfers the Production with the original design to a commercial producer not covered by a Local USA 829 Agreement, but to a Tony Award-eligible Broadway Theatre, the terms and conditions as set forth in the United Scenic Artists/Broadway League Agreement shall prevail.

4. TOURS

A Tour is a production that moves from an Off-Broadway venue to multiple venues with minimal alteration.

- a. If an Off-Broadway production is to be designed as a tour, with the initial New York City engagement serving as the first stop before being sent out on tour by the original Employer, the Designer shall be paid a minimum of One Hundred Twenty Five Percent (125%) of the applicable Fee hereunder. If there is additional work required to prepare the Production to tour including redesign and/or, attendance at fittings, rehearsals, technical rehearsals and previews at the first “jump” following NYC, the Designer shall be paid the applicable Daily Rate.

AWC shall be paid starting with the first paid public performance or the seventh (7th) week of public performances, as applicable, in NYC, or with the first paid public performance of the first “jump” subsequent to NYC.

- b. If a “sit down” production closes and is subsequently sent out on tour by the original Employer, or if the original Employer leases or licenses the touring rights to another producer, or the original Employer has no touring rights, or relinquishes their touring rights but rents or sells the physical production to another producer for the purpose of touring, the Designer shall be compensated as follows:
 - i. The Designer shall be paid a minimum of Fifty Percent (50%) of the original fee, or Fifty Percent (50%) of the subsequent producer’s applicable minimum fee, whichever is greater, which shall include up to six (6) days of the Designer’s services in connection with the redesign, rehearsals, technical rehearsals, and/or preview performances.
 - ii. If any such services of the Designer are required by the Employer for more than six (6) days but not more than twelve (12) days, the Designer shall be paid Seventy-Five (75%) percent of the original Fee or Seventy-Five (75%) Percent of the subsequent producer’s applicable minimum fee, whichever is greater; and if any such services of the Designer are required by the Employer for more than twelve (12) days, the Designer shall be paid One Hundred (100%) percent of the original Fee, or One Hundred (100%) Percent of the subsequent producer’s applicable minimum fee, whichever is greater.
 - iii. In addition, the Designer shall receive Additional Weekly Compensation (“AWC”) beginning with the first paid public performance, to be negotiated in good faith, but in no event less than the AWC paid in New York City. The AWC may be pro-rated by

eighths (1/8) in weeks where fewer or more than Eight (8) performances are presented.

- c. If a tour goes on hiatus or closes and is later reopened, 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 by the Employer, licensee or presenter to remount the tour.
- d. If the tour is governed by (using all rates, terms, and conditions) the AEA Tiered Touring Contract, the AEA SET Contract or the AEA Production Contract, then this Agreement shall be superseded and the applicable Union Agreement shall prevail. However, if the tour utilizes only the AEA Production Contract rates (including Tiered Touring rates), without being governed by the full terms and conditions of said contract, then the Union and the Employer will negotiate in good faith, all terms and conditions for the tour.

B. SALE OR RENTAL OF PRODUCTION

If the Employer sells or rents existing settings, costumes, lighting, projections, or sound designs for a theatrical use other than described in Article XVIII.(A) herein, including the rental or sale of a unique design element; and provided that the Designer is not already receiving compensation and/or AWC under Article XVIII.(A) herein for the same production or usage, then:

1. The Designer will receive not less than ten (10%) 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 original Employer 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 and the intended use. The Employer shall advise the purchaser or renter in writing, of the limitations and obligations contained in this Agreement.

C. TRAVEL & PER DIEM

When a Designer is required to travel more than seventy-five (75) miles away from their point of residence for work on the Production, Employer agrees to provide:

1. Portal to portal Regular Economy class transportation (not Basic Economy) on a first class carrier including baggage fees. If the Designer elects to use their own vehicle, they shall be reimbursed, at the current IRS mileage rate, for their expenses up to, but not to exceed, the cost of transportation as set forth above.
2. Safe and secure single occupancy hotel accommodations with private bathroom or a private furnished apartment.
3. Per Diem at the United States General Services Administration meal allowance rate for theyear in and city to which the travel occurs.

D. CAPTURE AND BROADCAST OF THE PRODUCTION

1. Except as expressly provided for herein, no Employer, 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 in the theater, performance or any other part of the Production, where any part of the scenery, costumes, lighting, sound and/or projections for the Production, can be seen or heard.
 - a) Where an Employer makes, or causes to be made, a visual and/or aural record of a performance, in whole or in part, edited or unedited; on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, and where any part of the scenery, costumes, lighting, sound and/or projections may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred to hereinafter as the “Capture” or “Reproduction” of the Production, and the visual and/or aural record itself, any part thereof or a copy thereof, whether edited or unedited, shall be hereinafter referred to as the “Captured Material”.
 - b) The Employer’s goal in any and all promotion and publicity, including the use of Captured Material, is to portray the Production, including Designers and all other creatives, in the most favorable light.
 - c) Captured Material may not be used to discipline Designers.

2. Provisions for the Capture of Material:

- a) Where practical, the Employer shall give the Designer forty-eight (48) hours’ notice of the time of Capture, but in no event less than twenty-four (24) hours’ notice.
- b) Every effort shall be made by the Employer or third party to capture and incorporate the visual/creative concepts, atmosphere, and timing of the Designers’ contribution to the live stage production being captured without major alteration to the original design concepts. However, due to technical requirements for the high definition and sound formats, the lighting design, sound design and projection design (if any) may require alteration.

The Designers shall have the right, but not the obligation, to consult on the Capture.

No changes to the scenery, costumes, lighting, sound, and/or projections shall be made for the Capture, without the approval of the Designer, which shall not be unreasonably withheld. Should any theatrical work be required to adapt the original design for Capture, the Designers shall be given the first opportunity to perform such work and the the Designer shall be paid additional compensation, to be negotiated in good faith.

3. Provisions for the use of Captured Material for Publicity and Promotion:

Captured Material for publicity and promotion includes but is not limited to: publicity, marketing, public relations, fundraising, audience development, education, transfers, prize, award, and festival applications, and/or civic, state, or national promotion.

- a) No more than twenty-one (21) minutes of edited performance captured by Employer or a third party shall be used. The edited footage/material may depict an entire scene or musical number.

- b) In no event may the Employer serialize the Production on one or multiple distribution points and/or delivery platforms without negotiating terms prior to such use.
- c) Usage is permitted on websites of the Employer (including third-party hosting sites); not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which Employer is located; local Rotary, Chamber of Commerce, and local not-for-profit “booster” organizations; media web sites; arts calendar web sites (such as Playbill.com); third-party promotional and ticketing services (e.g. Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit arts service and arts promotion organizations (e.g. Theatre Communications Group, Americans for the Arts).
- d) Captured Material used for promotion and publicity may be delivered through the following platforms, including, but not limited to: broadcast and cable television, internet, social media platforms, mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. Employers may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.

The Union and the Employer may obtain and use footage from any production (including closed productions), for the purpose of promoting and branding the Union, the OBL and the industry, provided the Union and the Employer secure in writing all necessary permissions and pay any applicable fees for use of such material (if any), and credits are listed for the Union, Designer, Employer and the Production.

- e) Institutional Not-For-Profit Employers (NFP Employers) may use a Capture of an entire performance for the purposes of marketing, promotion, fundraising and audience development. A Capture shall be defined as a capture of a live performance in front of a live audience. There shall be at minimum, one camera capturing a static, full stage shot of the stage.
 - i. **Fundraising.** The NFP Employer may make a Capture of entire productions available on their website, YouTube channel or similar platform, for fundraising purposes including access via suggested donation, under the following terms:
 - 1. Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, Broadway HD, etc.) is strictly prohibited;
 - 2. For a period of up to one (1) week, no payment shall be due to Designers;
 - 3. The NFP Employer may extend the period for up to an additional two (2) weeks and for each of those additional two (2) weeks, the Designer shall receive no less than the current applicable minimum additional weekly compensation.
 - ii. **Archival Recordings.** For archival purposes of the Employer, or other official library theatrical archive, Employer shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled “for archival use only.” No payment shall be due to Designer in such an event. This Article D.3.f.ii, shall apply to both NFP and Commercial Employers.

iii. **Archive Streaming.** The Employer shall have the right to stream a capture of a closed production through a password-protected or otherwise restricted website under the following conditions:

1. The Employer shall notify the Union of its intention to stream a capture of a closed production and must contact all Designers of the original production to secure unanimous approval and shall provide a list of abstentions to the Union (Designers who do not respond within two weeks shall be counted as an abstention);
2. The Employer will make best efforts for the stream to be hosted on a website capable of single, non-transferable viewing;
3. Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, Broadway HD, etc.) is strictly prohibited;
4. The views per week may not exceed 200% of the archived production's seating capacity for eight performances, except that for theatres with 350 seats or fewer, the views per week may not exceed 300% of the archived production's seating capacity for eight performances;
5. The Employer shall pay to each Designer no less than the current applicable minimum additional weekly compensation for each week of archive streaming offered free to consumers;
6. The Employer shall pay each Designer no less than the current applicable minimum additional weekly compensation or \$300 per week, whichever is greater, for each week of archive streaming paid by consumers;
7. All payments will be subject to pension and welfare;
8. The Union may request all data and reports related to the archive streaming;
9. The Employer will make best efforts to pursue the removal and/or cessation of any unauthorized distribution of the Recording perpetuated by a third party.

The NFP Employer shall notify the Designers and Union when Captured Material is used under this provision. Good faith effort shall be made by the Employer's production team to capture and incorporate the visual/creative concepts, atmosphere, and timing of the stage Designers' contribution to the live stage production being recorded without alteration to the original design concepts.

The Designers shall be provided a reasonable opportunity, but not the obligation, to offer input for the production or capture process. To this end, Designers shall be given a reasonable opportunity to attend capture related production meetings and/or communications as scheduled by Employer.

Any review and consultation required to prepare the scenery, costumes, lighting, projections and sound for recording shall be performed by the Designer or their designated assistant. Stage or Wardrobe crew shall not perform the work of the designer in making the production camera ready.

Should any Designer be engaged to perform additional design or post production editing services, the rate shall be negotiated in good faith.

The NFP Employer shall agree to Designers' requests for a limited clip of the captured material, for personal promotional, non-commercial use subject to contractual obligations with other organizations. Employer shall not be responsible for any expenses incurred in connection with said request.

4. Non Broadcast:

- A) Employer may use Captured Material of an entire performance for the following non-Broadcast uses: to submit to private or public grant-making institutions, to apply for prizes or awards, or to fulfill festival application requirements. The Employer may make a Reproduction of the Production for the above purpose(s). Any such Reproduction made under this Rule shall be encoded with warnings at regular fifteen-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, FESTIVAL APPLICATIONS, OR PROMOTIONAL PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule must also include in the end credits the Union logo and identify that the designers of the Production are represented by the Union as applicable. Designer may request use of Captured Material made under this rule for similar grant-making, prize, award, or tenure track application requirements. Such requests shall not be unreasonably withheld. If Captured Material is provided to Designer, Designer agrees to maintain control of all Captured Material and will ensure that it is used for no commercial purposes whatsoever.

The Employer will notify the Union when providing Captured Material for use under this provision and will maintain control and ownership of all Captured Material reproduced by Employer and will ensure that it is used for no commercial purposes whatsoever.

- B) Employer may use Captured Material of an entire performance for the purposes of production work and for the purposes of encouraging or facilitating tours, transfers, future productions of the play, or future developmental work on the play. In addition, the Employer may request that the Union allow the Captured Material to be used for the solicitation for additional performances or to raise capital for a commercial production without additional compensation being paid to Designer. The Union agrees to meaningfully confer with Employer regarding any such request in a timely manner and such requests will not be unreasonably denied. In all cases, Employer shall notify Union and the original Designers when captured material is used under this provision. Any Captured Material used under this provision must also include in the end credits the Union logo and identify that the designers of the Production are represented by the Union as applicable. Such material shall be housed on a mutually agreed platform that is password protected. This provision will sunset at the expiration of the term of this Agreement.
- C) The Employer may make a capture of an entire production available on a password-protected or otherwise restricted platform for use at K-12 educational institutions and any accredited college, university or conservatory, accompanied by a study guide or lesson plan, provided that the Employer is not compensated outside of an administrative fee. The Employer will inform the Union and the Designers of Employer's intention to exercise this provision. Any Captured Material used under this provision must also include in the end credits the Union logo and identify that the

designers of the Production are represented by the Union as applicable. This provision will sunset at the expiration of the term of this Agreement.

5. **Production Work and Transfers.** Captured Material may be used to facilitate production work and the Transfer of the Production from one off-Broadway Employer to another, so long as all Designers on the original stage production have been engaged for the Transferee's Production. For the purposes of production work and the facilitation of transfers, there shall be no time limit on the capture of performances or use of the Captured Material.

The Captured Material may be used by the director, choreographer, playwright, orchestrator, dance arranger, original Designers of the Production, Stage Manager, Dance Captain, Fight Captain, Stunt Coordinator, and/or the Not-For-Profit transferee Theatre's production staff.

After the stated purpose has been accomplished, the Captured Material must be destroyed.

6. **Virtual Ticketholders.**

The Employer shall have the right to simulcast live a regularly scheduled performance or capture a regularly scheduled performance to stream through a password-protected or otherwise restricted website to virtual ticketholders under the following conditions:

- a. The simulcast/stream will only be available to virtual ticketholders for the production;
- b. The Employer will make best efforts for the simulcast/stream to be hosted on a website capable of a single, non-transferable viewing;
- c. Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, Broadway HD, etc.) is strictly prohibited;
- d. Combined sales for in-person and virtual tickets may not exceed the stage's normal seating capacity for the originally scheduled run;
- e. All exhibitions must be completed no later than four weeks after the close of the production;
- f. The Union may request all data and reports related to the simulcast/stream;
- g. For any production that may use the terms of this Article XIX.D.6. the Employer will provide notification to Designers at the time of offer, which shall also be included in the Designer's rider to the coversheet.
- h. The Employer will notify The Union if the terms of this Article XIX.D.6. are used for a production.
- i. The Employer will make best efforts to pursue the removal and/or cessation of any unauthorized distribution of the Recording perpetuated by a third party.

7. **Broadcast or Distribution of an Entire Production or a Section Material Over Twenty-One (21) Minutes:** The Employer 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 shall be filed with the Union as a supplement to the *Cover Sheet*.

Without making the applicable payments as described herein, the Employer shall not have the

right to assign, lease, sell, license or otherwise use, directly or indirectly, any of the designs and/or scenery, costumes, lighting, sound and/or projections for use in motion pictures, Cinecast, digital video disc (DVD), television, video on demand (VOD) or subscription video on demand (SVOD), live broadcasts or streaming, 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.

- a) For broadcast of a partial production (more than twenty-one (21) minutes but less than the entire production), a rate shall be negotiated on a case-by-case basis by the Employer and the Union.
- b) For the Capture of an entire production, and all distribution of that Capture which may include all platforms and media and all forms of analog and digital release now known or devised hereafter, including but not limited to: HD or Digital Cinecast, Cable, Satellite or Video-on-Demand (VOD), web streaming, subscription streaming (SVOD), pay per view, Large Screen Digital Imaging (LSDI) and closed circuit exhibition into an auditorium or similar venue where a charge to the viewer is assessed, pay/basic cable or free television, compact discs (CDs), digital video discs (DVDs), Blu Ray, or any other method of direct sales to the public, or electronic download in any and all media now known or hereafter devised throughout the world.
 1. For the capture of an entire production that is financed and/or produced by a third-party (the "Licensor"), the Designers shall each received the higher of one-hundred twenty-five percent (125%) of the Designer's contractual fee or one-hundred twenty-five percent (125%) of the then current minimum fee but in no event less than the current Scenic/Costume Design Fee at an Institutional Off-Broadway Category B Theatre for a full buyout in perpetuity.
 2. Notwithstanding the foregoing, for the capture of an entire production that is self-financed and produced by the Employer, the Designer shall receive a non-returnable, non-recoupable fee equal to fifty percent (50%) of the Designer's contractual fee and twenty-five percent (25%) of the Designer's contractual fee as a non-returnable, fully recoupable advance against royalties as outlined in Paragraph 7.B.3. below, except that the collective royalty shall be six percent (6%).

Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, Broadway HD, etc.) is strictly prohibited under this provision without prior written agreement from the Union, such agreement not to be unreasonably withheld.

3. In addition to the compensation above and as consideration for the rights contained above, Designers engaged on the Captured Production shall collectively receive a royalty (the "Royalty") of Four percent (4%) of Employer's or Licensor's gross revenue actually received and retained by or credited to Licensor (or its assignees or successors) in connection with the exploitation of the Capture in any medium derived from the sale, license or release in any medium or on any platform of the Capture, less only taxes, credit card fees, marketing costs and distribution expense (including but not limited to commissions to distributors). The total deductions shall not exceed 20% of the total gross revenue per accounting period. Each Designer

shall receive a pro rata share of said Royalty based on the number of Designers engaged on the Production.

Royalties shall be calculated annually and shall be paid within forty-five (45) days of the end of each reporting period. The Designers and the Union shall each receive a Royalty statement, whether monies are owed for the royalty cycle or not.

The Union shall have the right, at the Union's sole cost and expense, to cause the Union's accountants and representatives to examine and audit the books and records of the Employer (applicable to the Production in question) covering the period 24 months preceding the date of notice only, and the Employer upon not less than 10 business days' written notice shall make such books and records available for such examinations and audits at the office of the Employer at reasonable hours during the business day, but for no more than 2 non-consecutive days at such offices. The Union shall reimburse Employer for any reasonable expenses incurred in connection with such examination and audit, such as costs associated with retrieving files from storage, and, if applicable, management personnel hourly charges for assisting such examination and audit.

This agreement requires no personal services from the Designers. If the Licensee or the Employer requests the personal services of a Designer for the capture, the Designer shall be paid a daily rate to be negotiated in good faith directly between the Licensee and the Designer.

- c) For the avoidance of doubt, any capture produced by WNET and/or PBS for including in the *Theatre Close Up* series, shall not be subject to the terms above but shall continue to be controlled pursuant to the agreements, terms and conditions currently utilized in the Off-Broadway industry.
- d) Good faith efforts shall be made by the Employer and/or the Licensee's production team to capture and incorporate the visual/creative concepts, atmosphere and timing of the stage Designers' contribution to the live stage production being recorded without major alteration to the original design concepts. However, due to technical requirement for the high definition and 5.1 surround sound formats, the lighting design, sound design and projection design (if any) may require alteration.

The Designers shall be provided a reasonable opportunity, but not the obligation, to offer input for the high definition production or Capture process. To this end, Designers shall be given a reasonable opportunity to attend Capture related production meetings as scheduled by Employer or Licensee.

Should the stage Lighting Designer be engaged by Employer or Licensee to serve as the Lighting Director for the Capture, they shall be engaged on a Union Project Agreement with all terms to be negotiated between the Lighting Director and Employer/Licensee in good faith.

Any review and consultation required to prepare the scenery, costumes, projections and sound for the recording shall be performed by the Designer or their designated assistant. Stage or Wardrobe crew shall not perform the work of the designer in making the production camera ready.

Should any Designer be engaged to perform additional design services, the rate shall be

negotiated in good faith. Such work shall be set forth on the *Cover Sheet* or an additional rider to this Agreement and filed with the Union.

8. For all broadcasts or recordings of the Production which use the original sets, costumes, lighting, sound or projections, or the designs for same, Designers shall receive legible on-screen billing as follows, unless otherwise agreed: Scenery designed by ____, Costumes designed by ____, Lighting designed by ____, Sound designed by ____, and Projections designed by ____.
9. The Union and the Employer share a strong mutual interest in preventing any unauthorized reproduction of the scenery, costumes, lighting, sound and/or projections for the Production, or the designs for the Production, or any unlawful use of Captured Materials, and the Employer and its members, and the Union and its members have taken and will continue to take appropriate action to advance that interest.
10. The Employer shall have the right to allow audience members to take photographs and video inside the auditorium before and after performances, during intermission and during the curtain call. The Theater will prominently post in the lobby and/or in the Employer's program for the production guidelines for the use of any such photography and video including Designer credits and social media handles or tags. Employer may elect to use a digital program at their sole discretion.

XX. LABOR MANAGEMENT COMMITTEE

A Committee consisting of an equal number of representatives of the Union and the OBL shall be established during the first year of the term to study and make recommendations for improving working conditions within the jurisdiction of the Union. Such committee shall meet no less frequently than semi-annually.

XXI. NO DISCRIMINATION

The OBL and the Union acknowledge the need to increase diversity in all its forms in our organizations and Theatres. As leaders within our industry, the OBL, the Employer and the Union commit to increase diversity and demonstrate equity and inclusion in their employment practices and membership. In an effort to ensure progress around our joint commitment to diversity, equity and inclusion, the OBL and the Union make a commitment to establish protocols for the improvement of our employment practices and membership.

- A. The OBL, the Employer and the Union agree that under this Agreement, all parties shall strive to create an environment free of discrimination with respect to wages, terms, conditions, privileges of, or opportunities for employment because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political persuasion, citizenship status, any other categories protected by New York State and New York City law and Union membership.
- B. The Employer shall not discriminate against any Designer or Assistant Designer because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not

substantially job related), marital status, political persuasion, citizenship status, any other categories protected by New York State and New York City law and Union membership, nor will Designer's designs be used in any place where such discrimination is knowingly practiced against performers, patrons, or other employees.

- C. The Union shall not discriminate against any member or applicant for membership because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political persuasion, citizenship status, any other categories protected by New York State and New York City law and Union membership.

XXII. RESPECTFUL WORKPLACE

The OBL, the Employer and the Union acknowledge the need to create a safe, healthful and respectful workplace.

- A. The Designer and the Assistant Designer represent and warrant that they shall endeavor to perform all services in a respectful and professional manner and will maintain the highest ethical and industry standards with regard to the treatment of all fellow employees, colleagues and patrons.
- B. The Employer represents and warrants that they will endeavor to maintain a work environment free of harassment, bullying or other inappropriate behavior.
- C. Disrespectful acts, harassment or bullying will be addressed directly and immediately, and shall be referred to the appropriate supervisor or HR department. At the start of the production, the Employer shall designate an individual to whom any instances of harassment or other unethical or harassing behaviors will be reported.

XXIII. PRODUCER REPORTING REQUIREMENTS FOR COMMERCIAL EMPLOYERS

- A. The Employer or their authorized representatives shall file with the Union documentation or reports of the following information, as and when they become available:
 - The name of the show.
 - The name of the production company.
 - The names of the persons who are authorized by the Employer to execute *Cover Sheets*, contracts and other documents.
 - The name of all Producers, who are the general partners of a partnership or Limited Partnership (LP); the managing members or general partners of a Limited Liability Company (LLC); the majority owner of a corporate employer; or a sole proprietorship.
- B. For those productions on which a Designer is entitled to AWC based on Weekly Net Operating Profit, the Employer or authorized representative shall provide the Union documentation or reports of the following information, as and when they become available:
 - 1. Itemized statements of any royalty payment due, showing how the payment was calculated; Cyclical profit-and-loss statements that include operating expenses.
 - 2. The Employer shall notify the Union of recoupment, where recoupment will affect a Designer's compensation.
 - 3. No later than two weeks after the closing of the Production, a subsequent company or a tour, the Employer shall inform the Union of the closing date.
 - 4. For those productions on which a Designer is entitled to AWC based on Weekly Net Operating Profit, and upon reasonable notice to Employer, the Union shall have the right hereunder to audit Employer's financial books and records once during any 24-month

period, at the Union's expense, no later than three (3) years following the close of the Production.

XXIV. SAVING CLAUSE

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

XXV. NO STRIKE, NO LOCK OUT

The parties agree that during the term of this Agreement, the Employer shall not lock out any Designer or Assistant Designer, and the Union will not cause or sanction any of its members to take part in any strike, work-stoppage, slowdown, or concerted or organized curtailment of work (sympathetic, general, or any other kind.

XXVI. TERM OF AGREEMENT

The term of this Agreement shall be for a five (5) year (the "Term"). The first day of the Term shall be July 1, 2025, and the last day of the Term shall be June 30, 2030.

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

Signature Page Follows

Accepted and Agreed To:

United Scenic Artists, Local USA 829



By: Carl Mulert
National Business Agent

08/25/2025

Date

The Off-Broadway League



By: Joey Monda
President

8/28/2025

Date

This Inaugural Agreement between United Scenic Artists, Local USA 829 and the OBL was negotiated in early 2017 by the following members of the Union's and OBL's Negotiation Committees.

For the Union: (Names in bold participated in the bargaining sessions)

Cecilia A. Friederichs

Beowulf Boritt

Rachel Hauck

Daniel Kluger

Craig Napoliello

Clint Ramos

Donyale Werle

Carl Mulert

Burke Brown

Susan Hilferty

Alex Koch

Stowe Nelson

Patrick Rizzotti

David Woolard

Caitlin McConnell

Jeff Croiter

Laura Jellinek

Andrea Lauer

Jessica Pabst

Jane Shaw

Anita Yavich

Ken Goodwin

Bradley King

Tyler Micoleau

Bray Poor

David Weiner

For the OBL:

Carol Fishman

Pamela Adams

Jeff Griffin

Eva Price

Beth Dembrow

Jeremy Adams

Adam Hess

Seth Shepsle

Ryan Conway

Terry Byrne

Gilbert Medina

Casey York

Emily Currie

Evan O'Brient

Sideletter #1

as of April 22, 2021

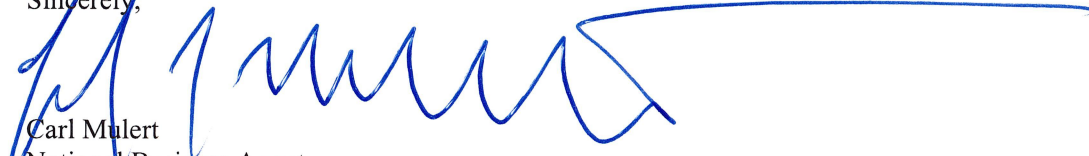
Ms. Casey York
President
The Off-Broadway League
888 Seventh Avenue, 24th Floor
New York, NY 10019

RE: Favored Nations

Dear Ms. York:

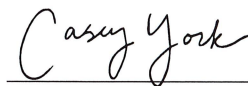
In the course of our negotiation, it was agreed that an Employer who is not a member of the League and produces in a theater between 100 and 499 seats in the five (5) boroughs of the City of New York shall not be offered more favorable collectively bargained terms in fees, additional weekly compensation ("AWC"), day rates, pension and welfare contributions. If such a non-member receives better terms in fees, additional weekly compensation ("AWC"), day rates, pension and welfare contributions for a production between 100 and 499 seats in the five (5) boroughs of the City of New York, then all members of the League shall be entitled to those same terms.

Sincerely,



Carl Mulert
National Business Agent
United Scenic Artists, Local USA 829

Accepted and agreed:



Casey York, President
The Off-Broadway League

Sideletter #2

As of May 21, 2025

Mr. Joey Monda
President
The Off-Broadway League
134 W. 18th Street
New York, NY 10011

Re: Atlantic Stage 2

Dear Mr. Monda,

In the course of our negotiation, it was agreed that the Atlantic Theater Company's Stage 2, a 99-seat venue, shall be obligated to the terms of this Agreement, and other than the minimum rates and "Included Days" listed below, shall operate as a NFP Over \$4.5 Million Tier "A" Theatre.

The Included Days for Atlantic Stage 2 productions shall match those for NFPs Under \$4 Million, as set forth at Article VIII.B.2. of the Agreement.

Minimum Rates	As of 7/1/2025	As of 7/1/2026	As of 7/1/2027	As of 7/1/2028	As of 7/1/2030
Fees	\$ 3,527	\$3,739	\$3,963	\$4,161	\$4,369
AWC	\$107	\$113	\$120	\$126	\$132
Day Rate	\$107	\$113	\$120	\$126	\$132

Sincerely,



Carl Mulert
National Business Agent

Accepted and Agreed to:



Joey Monda
President, The Off-Broadway League

Sideletter #3

As of May 21, 2025

Mr. Joey Monda
President
The Off-Broadway League
134 W. 18th Street
New York, NY 10011

Re: Off-Broadway Design Membership Candidate Program

Dear Mr. Monda,

In the course of our recent negotiations, the Off-Broadway League (the “League”) on behalf of its current and future Labor members (the “Employer”) and United Scenic Artists, Local USA 829 (the “Union”) agreed to create an Off-Broadway Design Membership Candidate (DMC) Program.

The three (3) underlying principles of the Off-Broadway DMC Program are:

1. To create professional design opportunities and a pathway to Union membership for individuals who have been historically underrepresented in the theatrical industry.
2. To provide a less financially burdensome path to membership for rising designers.
3. To create an opportunity for Off-Broadway DMCs to quickly qualify for health insurance under the Union’s health plan.

A DMC may be engaged by an Employer at the request of the Designer to work on the production under the following terms and conditions:

1. An individual shall be engaged as an employee of the production as a DMC and shall assist the Designer in the work of the Designer.
2. An individual *Cover Sheet* must be filed for each individual employed on the production as a DMC. The *Cover Sheet* must be filed for approval by the Union who will track each individual’s DMC status and history.
3. All individuals engaged as a DMC on a production shall receive billing credit as an Assistant Designer on the staff page in all Playbills/programs.
4. Days engaged as a DMC do not need to be consecutive. Neither the Designer nor the Employer shall require the DMC to work for more than six (6) consecutive days without a day off.
5. Individuals employed as DMCs shall be engaged pursuant to all the minimum terms and conditions applicable to Assistant Designers under the Agreement, including Articles VII.G. (Assistant Designers) and VIII.B.4.
6. The Employer shall contribute welfare payments on a DMC’s agreed upon gross wages, equal to the total welfare and pension contribution percentage due under Article XVII of the Agreement.

- a. On not-for-profit productions, this welfare contribution shall be paid as a one-time payment upon the final execution of the contract.
 - b. On commercial productions, it is agreed that the Employer shall pay the welfare contributions per pay period (i.e., welfare contributions will be paid weekly in conjunction with weekly payroll).
7. When classes and space are available, DMCs will be required to take two (2) classes provided by the Union at no cost to the DMC. *Basic Safety Training* shall be a mandatory class for all DMCs to take upon completion of the program. In addition, DMCs will also be eligible to participate in any other training provided by the Union, at no cost to the DMC and provided space is available.
 8. When an individual in the Off-Broadway DMC Program has completed work and received program credit on six (6) Off-Broadway League productions, the DMC shall have the option to complete their Union application for membership with a reduced initiation rate of One Hundred Dollars (\$100.00).* A DMC must work no less than twelve (12) days on a single production for the production to qualify as one of the six (6) productions specified herein.
 9. An individual may work for a maximum of 144 days under the terms of the Off-Broadway DMC Program at which point they will be required to complete their application to join the Union or leave the DMC program. If they have not completed 144 days within three (3) calendar years from the date of first employment, they will no longer be considered a DMC.

*For further clarification, this does not include application fees and dues that are charged the time of application. The total expense upon application, including the reduced initiation fee, is approximately Four Hundred and Twenty-Five Dollars (\$425.00).

Please indicate your agreement by signing below and returning the original to me.

Sincerely,



Carl Mulert
National Business Agent

Accepted and Agreed to,



Joey Monda
Off-Broadway League President

Sideletter #5

As of April 22, 2021

Ms. Casey York
President
The Off-Broadway League
888 Seventh Avenue, 24th Floor
New York, NY 10019

Re: Respectful Workplace

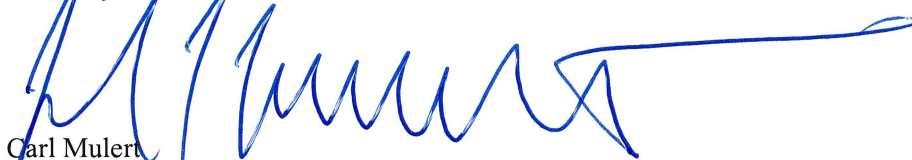
Dear Ms. York:

In reference to **Article XXII. Respectful Workplace**, our commitment to a respectful workplace must be more than a statement without action. We agree to genuinely collaborate to create systems to prevent and handle discrimination and harassment within the Off-Broadway community.

A Respectful Workplace Committee, consisting of an equal number of representatives of the Off-Broadway League and United Scenic Artists Local USA 829, shall be established during the first year of this contract's term. The Off-Broadway League agrees to invite other unions to participate in this committee. Such committee shall meet no less than quarterly.

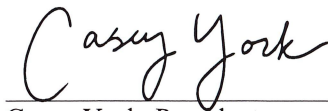
This committee will function independently of the Labor Management Committee.

Sincerely,



Carl Mulert
National Business Agent
United Scenic Artists, Local USA 829

Accepted and agreed:



Casey York, President
The Off-Broadway League

Sideletter #6

As of May 21, 2025

Mr. Joey Monda
President
The Off-Broadway League
134 W. 18th Street
New York, NY 10011

Re: Delacorte Theater

Dear Mr. Monda,

In the course of our negotiation, it was agreed that the Public Theater's Delacorte Theater, an 1,800-seat open-air theater in Central Park, shall be obligated to the terms of this Agreement, and other than the minimum fees, and other than the minimum fees listed below, shall operate as a NFP Over \$4.5 Million Tier "A" Theatre. For the avoidance of doubt, the Included Days for Delacorte Theater productions shall match those for NFPs Over \$4.5 Million, as set forth at Article VIII.B.2. of the Agreement.

Season	2025	2026	2027	2028	2029
Minimum Fee	\$7,490	\$7,939	\$8,416	\$8,837	\$ 9,278

Sincerely,



Carl Mulert
National Business Agent

Accepted and Agreed to:



Joey Monda
President, The Off-Broadway League

Sideletter #7

As of May 21, 2025

Mr. Joey Monda
President
The Off-Broadway League
134 W. 18th Street
New York, NY 10011

Re: MCC Frankel Theater

Dear Mr. Monda,

In the course of our negotiation, it was agreed that MCC Theater's Frankel Theater, which has flexible seating ranging from 100-130 seats, shall be obligated to the terms of this Agreement, and other than the minimum rates and "Included Days" listed below, shall operate as a NFP Over \$4.5 Million Tier "A" Theatre.

The Included Days for MCC Frankel Theater productions shall match those for NFPs Under \$4.5 Million, as set forth at Article VIII.B.2. of the Agreement.

Minimum Rates	As of 7/1/2025	As of 7/1/2026	As of 7/1/2027	As of 7/1/2028	As of 7/1/2030
Design Fees	\$ 3,944	\$4,181	\$4,432	\$4,654	\$4,887
AWC	\$115	\$122	\$129	\$135	\$142
Day Rate	\$172	\$182	\$193	\$203	\$213

Sincerely,



Carl Mulert
National Business Agent

Accepted and Agreed to:



Joey Monda
President, The Off-Broadway League

Sideletter #8

As of May 21, 2025

Mr. Carl Mulert
National Business Agent
United Scenic Artists, Local USA 829, IATSE
37 W. 26th Street, Floor 9
New York, NY 10010

Re: Mutual Education Obligation

Dear Mr. Mulert,

In the course of our negotiation, the League and the Union agreed that, within sixty (60) days of the ratification of the 2025-2030 Agreement, each party shall take reasonable steps to educate its respective members, signatories, and constituents about the terms and conditions of the Agreement, with particular emphasis on provisions applicable to Assistant Designers in the Off-Broadway Area. Such educational efforts may include, but are not limited to, the distribution of explanatory materials, the hosting of informational sessions (in person or virtual), and the provision of guidance regarding rights, responsibilities and implementation of the relevant provisions. Upon request, either party shall provide the other with a general description of the education and outreach efforts undertaken.

Sincerely,



Joey Monda
President, The Off-Broadway League

Accepted and Agreed to:



Carl Mulert
National Business Agent, Local USA 829

Sideletter #9

As of May 21, 2025

Mr. Joey Monda
President
The Off-Broadway League
134 W. 18th Street
New York, NY 10011
Re: Expanded Media

Dear Mr. Monda,

USA acknowledges the Off-Broadway League's interest in continuing discussions regarding the "Expanded Media" proposal introduced by the League during negotiations for a successor to the July 1, 2021 – June 30, 2025 OBL-USA Collective Bargaining Agreement.

Both parties recognize the potential value in further exploring whether expanded permissions for OBL Member Employers to allow audiences to capture and share select portions of productions on social media could support marketing efforts, generate word-of-mouth, and positively impact ticket sales across the Off-Broadway community.

USA is open to participating in further dialogue with the OBL, Actors' Equity Association (AEA), and the Stage Directors and Choreographers Society (SDC), as facilitated by the OBL, to consider the feasibility and implications of any broader use of social media captures during OBL productions.

Sincerely,



Carl Mulert
National Business Agent

Accepted and Agreed to:



Joey Monda
President, The Off-Broadway League

Schedule A-1

Categories

1. The “tier” category for each performance space at a Not-for-Profit Theatres Over \$4.5 Million and for Commercial productions shall be based on the maximum seating capacity on-sale, limited to seating restrictions mandated by federal, state or city government agencies.
2. The “tier” category for each performance space at Institutional Not-for-Profit Theatres with average annual operating expenses over the previous three-year period of \$4.5 million or less* shall be established annually based on the average GWBOR for all productions in an Institutional Not-for-Profit Theatre’s season presented in that performance space by the Theatre for members and/or subscribers in the Institutional Not-for-Profit Theatre’s previous three fiscal years, including extensions and co-productions as follows:

NFP Under \$4.5 Million Tiers

TIER	3-Year Average GWBOR
1	\$0 - \$9,600
2	\$9,601 - \$18,000
3	\$18,001 - \$30,000
4	\$30,001 - \$42,000
5	\$42,001 +

*The threshold that divides Institutional Not-for-Profit Theatres with Operating Budgets \$4.5 million and Above and those with Operating Budgets Institutional Below \$4.5 Million shall increase by the compounded percentage increase rate of the minimum fee for Not-for-Profit Theatres with Operating Budgets Below \$4.5 Million. Such change will occur at the end of the Agreement Term. Institutional Not-for-Profits in Categories 1-5 effective July 1, 2025 shall remain in Categories 1-5 for the duration of this Agreement period, July 1, 2025 through June 30, 2030.

Schedule A-2

Off-Broadway Institutional Not-for-Profit Theatres

Operating Budget Below \$4.5 Million	Operating Budget \$4.5 Million or Higher
Ars Nova Classic Stage Company Irish Repertory Theatre Ma-Yi Theater Primary Stages The Playwrights Realm Red Bull Theatre Transport Group Vineyard Theatre WP Theater	Atlantic Theater Company MCC Theater The New Group New York Theatre Workshop Playwrights Horizons The Public Theater Signature Theatre Company

Operating Budget Below \$4.5 Million					
Tier	July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 2027 - June 30, 2028	July 1, 2028 - June 30, 2029	July 1, 2029 - June 30, 2030
Designer Fees					
1	\$3,000	\$3,210	\$3,371	\$3,539	\$3,716
2	\$3,100	\$3,317	\$3,483	\$3,657	\$3,840
3	\$3,450	\$3,692	\$3,876	\$4,070	\$4,273
4	\$3,650	\$3,906	\$4,101	\$4,306	\$4,521
5	\$3,700	\$3,959	\$4,157	\$4,365	\$4,583
Additional Weekly Compensation (Weeks 7+)					
1 & 2	\$58	\$62	\$65	\$68	\$72
3, 4, 5	\$114	\$123	\$129	\$135	\$142

Daily Rates					
1 & 2	\$111	\$116	\$120	\$125	\$130
3	\$139	\$145	\$151	\$157	\$163
4 & 5	\$167	\$174	\$181	\$188	\$196

All rates listed are minimums and shall not prevent a Designer from negotiating better terms.

Schedule A-2 (continued)

Off-Broadway Institutional Not-for-Profit Theatres

Operating Budget \$4.5 Million or Higher						
Tier (Seats)		July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 2027 - June 30, 2028	July 1, 2028 - June 30, 2029	July 1, 2029 - June 30, 2030
Scenic & Costume Design Fees						
A (100-199)	Play	\$5,733	\$6,077	\$6,442	\$6,764	\$7,102
	Musical	\$6,020	\$6,381	\$6,764	\$7,102	\$7,457
B (200-299)	Play	\$6,020	\$6,381	\$6,764	\$7,102	\$7,457
	Musical	\$6,321	\$6,701	\$7,103	\$7,458	\$7,831
C (300-399)	Play	\$6,880	\$7,293	\$7,730	\$8,117	\$8,522
	Musical	\$7,224	\$7,657	\$8,117	\$8,522	\$8,949
D (400-499)	Play	\$8,198	\$8,690	\$9,212	\$9,672	\$10,156
	Musical	\$8,609	\$9,125	\$9,673	\$10,157	\$10,664
Lighting, Sound, & Projection Design Fees						
A (100-199)	Play	\$5,378	\$5,700	\$6,042	\$6,345	\$6,662
	Musical	\$5,647	\$5,986	\$6,345	\$6,663	\$6,995
B (200-299)	Play	\$5,687	\$6,028	\$6,390	\$6,711	\$7,045
	Musical	\$5,972	\$6,330	\$6,710	\$7,045	\$7,397
C (300-399)	Play	\$6,306	\$6,685	\$7,086	\$7,440	\$7,812
	Musical	\$6,622	\$7,020	\$7,440	\$7,812	\$8,203
D (400-499)	Play	\$7,585	\$8,040	\$8,523	\$8,949	\$9,396
	Musical	\$7,964	\$8,442	\$8,949	\$9,396	\$9,866

Additional Weekly Compensation (Weeks 7+)					
A (100-199)		\$201	\$213	\$226	\$237
B (200-299)		\$229	\$243	\$257	\$270
C & D (300-499)		\$258	\$273	\$290	\$304

Daily Rates					
A (100-199)		\$201	\$213	\$226	\$237
B (200-299)		\$218	\$231	\$245	\$258
C & D (300-499)		\$258	\$273	\$290	\$304

All rates listed are minimums and shall not prevent a Designer from negotiating better terms.

Schedule A-3

Off-Broadway Commercial Producers

Tier (Seats)		July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 2027 - June 30, 2028	July 1, 2028 - June 30, 2029	July 1, 2029 - June 30, 2030
Scenic & Costume* Design Fees						
A (100-199)	Play	\$4,000	\$4,200	\$4,410	\$4,631	\$4,955
	Musical	\$4,101	\$4,306	\$4,521	\$4,747	\$5,080
B (200-299)	Play	\$4,101	\$4,306	\$4,521	\$4,747	\$5,080
	Musical	\$4,258	\$4,471	\$4,694	\$4,929	\$5,274
C (300-399)	Play	\$4,866	\$5,110	\$5,365	\$5,633	\$6,028
	Musical	\$5,170	\$5,429	\$5,700	\$5,985	\$6,404
D (400-499)	Play	\$5,778	\$6,067	\$6,370	\$6,689	\$7,157
	Musical	\$6,083	\$6,387	\$6,706	\$7,042	\$7,535
*Costume Designer's fee for solo shows shall be negotiated in good faith.						
Lighting, Sound, and Projection Design Fees						
A (100-199)	Play	\$4,000	\$4,200	\$4,410	\$4,631	\$4,955
	Musical	\$4,101	\$4,306	\$4,521	\$4,747	\$5,080
B (200-299)	Play	\$4,101	\$4,306	\$4,521	\$4,747	\$5,080
	Musical	\$4,258	\$4,470	\$4,694	\$4,929	\$5,274
C (300-399)	Play	\$4,561	\$4,789	\$5,029	\$5,280	\$5,650
	Musical	\$4,866	\$5,110	\$5,365	\$5,633	\$6,028
D (400-499)	Play	\$5,474	\$5,748	\$6,035	\$6,337	\$6,780
	Musical	\$5,778	\$6,067	\$6,370	\$6,689	\$7,157
Additional Weekly Compensation (AWC)**						
A & B (100-299)	Weeks 1-6	\$61	\$64	\$67	\$71	\$76
	Weeks 7-12	\$122	\$128	\$134	\$141	\$151
	Weeks 13+	\$153	\$161	\$169	\$177	\$190
C & D (300-499)	Weeks 1-6	\$122	\$128	\$134	\$141	\$151
	Weeks 7-12	\$182	\$191	\$201	\$211	\$225
	Weeks 13+	\$213	\$224	\$235	\$246	\$264
**Upon 110% recoupment, each Designer will receive 0.45% of WNOP against a minimum weekly guarantee of the applicable AWC listed above.						

Daily Rates					
A & B (100-299)	\$241	\$241	\$241	\$241	\$241
C & D (300-499)	\$375	\$375	\$375	\$375	\$375

All rates listed are minimums and shall not prevent a Designer from negotiating better terms.



UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

2025-2030 OFF-BROADWAY LEAGUE: STANDARD DESIGNER AGREEMENT

This Cover Sheet must be signed and submitted with all Riders attached to livedesignjob@usa829.org. The Employer will email a copy of the Cover Sheet and all Riders to the Union concurrently with delivery to the Designer. Within seven (7) business days after receipt of the signed copy from the Designer, the Employer will file a copy with the Union. The Designer shall not be required to furnish any designs until the Cover Sheet has been executed by the Employer.

AGREEMENT: Pursuant to the Agreement between the Off-Broadway League and United Scenic Artists, the Employer engages the Designer to design, and the Designer agrees to design, the Production herein described:

NAME OF EMPLOYER: _____ ☐ COMMERCIAL ☐ NOT-FOR-PROFIT
NAME OF THEATRE: _____ TIER: ☐ A ☐ B ☐ C ☐ D
NAME OF DESIGNER: _____ ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
DESIGN CATEGORY: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND ☐ PROJECTION
PRODUCTION NAME: _____ DEPARTMENT REIMBURSEMENT BUDGET: \$ _____
FIRST REHEARSAL: _____ FIRST PUBLIC PERFORMANCE: _____ PRESS OPENING: _____ FINAL PERFORMANCE: _____

COMPENSATION: Employer agrees to pay the Designer a Design Fee of \$ _____, payable in thirds:

\$ _____ Payable on signing of this Cover Sheet by the Designer
\$ _____ Payable on acceptance of drawings/sketches/specifications sufficient to begin execution of the design
\$ _____ Payable on the final day of the Designer's Contracted Residency, but no later than Press Opening

CONTRACTED RESIDENCY AND DAILY RATE: The Designer shall be in residence from _____ to _____, which shall be _____ Included Days and _____ Additional Days at a Daily Rate of \$ _____ for a total of \$ _____, payable on the final day of the Designer's Contracted Residency, but no later than Press Opening.

ADDITIONAL WEEKLY COMPENSATION (AWC):

The Designer will receive AWC of \$ _____, beginning with the ☐ first (1st) ☐ seventh (7th) week of performances.

TRUST FUNDS: In order to provide Pension and Welfare benefits, the Employer shall contribute the following amounts for each designer employed:
Pension payable to the United Scenic Artists Pension Fund: 9.0% • Welfare payable to the IATSE National Benefit Funds: 13.0

GENERAL PROVISIONS: Both the Employer and the Designer agree that each and every provision contained in the Basic Agreement between United Scenic Artists Local 829 and the Off-Broadway League shall be part of this Agreement, as though set forth herein at length; and that they have read said Agreement which sets forth the minimum conditions under which the Designer may work for the Employer. No provisions of said Agreement may be in any way waived or modified without previously having obtained the written consent of the Union. Any rider to this contract shall be deemed part of this Agreement, but in no event shall any rider abrogate or lessen any provisions that are contained in the Basic Agreement.

DUES CHECK-OFF AUTHORIZATION: I, the undersigned Designer hereby assign the United Scenic Artists, Local USA 829, IATSE, **two percent (2%)** of all wages earned and to be earned by me as an employee, and authorize and direct my Employer to deduct such **two percent (2%)** from my wages and remit same to said Union. This assignment shall be irrevocable for a period consisting of either one (1) year or until termination of the applicable collective bargaining agreement, whichever is sooner, and shall be automatically renewed, with the same irrevocability for successive like periods unless terminated by me in writing not more than twenty (20) days prior to the expiration of any such period. In signing this contract, I voluntarily authorize the dues deduction, knowing that it is not a condition of employment and intending that the amounts deducted be **remitted to the Union** to be applied to my account for Union membership dues or, if not a Union member, in payment of the same percentage of earnings as members pay to help defray the cost of operating the Union.

ACCEPTED: by Employer

ACCEPTED: by Union

ACCEPTED: by Designer

SIGN
NAME _____
PRINT
NAME _____
SIGNING
DATE _____
STREET
ADDRESS _____
CITY, STATE
and ZIP _____
PHONE _____
EMAIL _____

SIGN
NAME _____
PRINT
NAME _____
SIGNING
DATE _____

SIGN
NAME _____
PRINT
NAME _____
SIGNING
DATE _____
STREET
ADDRESS _____
CITY, STATE
and ZIP _____
PHONE _____
EMAIL _____

IS A RIDER ATTACHED? ☐ YES ☐ NO



UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

2025-2030 OFF-BROADWAY LEAGUE: SUPPLEMENT TO THE COVER SHEET

This Cover Sheet must be signed and submitted with all Riders attached to livedesignjob@usa829.org. The Employer will email a copy of the Cover Sheet and all Riders to the Union concurrently with delivery to the Designer. Within seven (7) business days after receipt of the signed copy from the Designer, the Employer will file a copy with the Union. The Designer shall not be required to furnish any designs until the Cover Sheet has been executed by the Employer.

NAME OF EMPLOYER: _____ ☐ COMMERCIAL ☐ NOT-FOR-PROFIT

NAME OF THEATRE: _____ TIER: ☐ A ☐ B ☐ C ☐ D

NAME OF DESIGNER: _____ ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

DESIGN CATEGORY: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND ☐ PROJECTIONS

PRODUCTION NAME: _____

1. REMOUNTS AND REVIVALS:

The Production is to be remounted or revived from _____ to _____. Designer is to be paid \$_____.

2. MOVES:

The Production is to be moved to the theatre above with a capacity of _____ seats from _____ to _____.

3. TOURS:

The Production is to be toured from _____ to _____. Designer is to be paid \$_____ which will include _____ days of Designer's services in connection with the redesign, rehearsals, technical rehearsals, and/or previews.

4. CAPTURE:

A. For a **non-commercial broadcast** of the Production to be aired on or about _____ the Employer will pay, or cause to be paid, to the Designer \$_____.

B. For a **commercial broadcast** of the Production to be aired on or about _____ the Employer will pay, or cause to be paid, to the Designer \$_____.

5. POSTPONEMENT:

The Production has been postponed as of: _____ or until: _____ (if known).

Additional Payment made, if required: \$_____.

6. ABANDONMENT:

The Production has been abandoned on: _____.

The Designer has been paid: \$_____, which represents _____% of the original fee.

7. ADDITIONAL WORK:

In connection with the Production, the Designer will provide additional work at the applicable Daily Rate of \$_____ per day for _____ days for a total of \$_____.

DUES CHECK-OFF AUTHORIZATION: I, the undersigned Designer hereby assign the United Scenic Artists, Local USA 829, IATSE, **two percent (2%)** of all wages earned and to be earned by me as an employee, and authorize and direct my Employer to deduct such **two percent (2%)** from my wages and remit same to said Union. This assignment shall be irrevocable for a period consisting of either one (1) year or until termination of the applicable collective bargaining agreement, whichever is sooner, and shall be automatically renewed, with the same irrevocability for successive like periods unless terminated by me in writing not more than twenty (20) days prior to the expiration of any such period. In signing this contract, I voluntarily authorize the dues deduction, knowing that it is not a condition of employment and intending that the amounts deducted be **remitted to the Union** to be applied to my account for Union membership dues or, if not a Union member, in payment of the same percentage of earnings as members pay to help defray the cost of operating the Union.

ACCEPTED: by Employer

ACCEPTED: by Union

ACCEPTED: by Designer

SIGN
NAME _____

PRINT
NAME _____

SIGNING
DATE _____

STREET
ADDRESS _____

CITY, STATE
and ZIP _____

PHONE _____

E-MAIL _____

SIGN
NAME _____

PRINT
NAME _____

SIGNING
DATE _____

IS A RIDER ATTACHED? ☐ YES ☐ NO

SIGN
NAME _____

PRINT
NAME _____

SIGNING
DATE _____

STREET
ADDRESS _____

CITY, STATE
and ZIP _____

PHONE _____

E-MAIL _____



UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE
2025-2030 OFF-BROADWAY LEAGUE: RENTAL/SALE COVER SHEET

This Cover Sheet must be signed and submitted with all Riders attached to livedesignjob@usa829.org. The Employer will email a copy of the Cover Sheet and all Riders to the Union concurrently with delivery to the Designer. Within seven (7) business days after receipt of the signed copy from the Designer, the Employer will file a copy with the Union. The Designer shall not be required to furnish any designs until the Cover Sheet has been executed by the Employer.

DATE OF ☐ RENTAL ☐ SALE AGREEMENT: _____

NAME OF EMPLOYER: _____

NAME OF PURCHASER OR RENTER: _____

NAME OF PRODUCTION: _____

NAME OF DESIGNER: _____

DESIGN CATEGORY: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND ☐ PROJECTIONS

COMPENSATION:

The Purchaser or Renter agrees to pay the Designer a Fee of \$ _____, which meets or exceeds

10% of the rental or sale price of \$ _____.

This payment does not affect any rights Designer may have under the original Agreement nor does it confer on the purchaser or renter any right to subsequently reproduce, remount or use in any way, Designer's designs without notification and prior written permission from Designer.

BENEFIT PAYMENTS:

It is understood that in order to provide Pension and Welfare benefits, the Renter or Purchaser shall contribute the following amounts to be credited to the account of the Designer:

Pension payable to the United Scenic Artists Pension Fund: 9.0% • Welfare payable to the IATSE National Benefit Funds: 13.0

Such contributions shall be by separate checks. The checks should be sent directly to: United Scenic Artists, 37 W. 26th Street, 9th Floor, New York, NY 10010.

DUES CHECK-OFF AUTHORIZATION: I, the undersigned Designer hereby assign the United Scenic Artists, Local USA 829, IATSE, **two percent (2%)** of all wages earned and to be earned by me as an employee, and authorize and direct my Employer to deduct such **two percent (2%)** from my wages and remit same to said Union. This assignment shall be irrevocable for a period consisting of either one (1) year or until termination of the applicable collective bargaining agreement, whichever is sooner, and shall be automatically renewed, with the same irrevocability for successive like periods unless terminated by me in writing not more than twenty (20) days prior to the expiration of any such period. In signing this contract, I voluntarily authorize the dues deduction, knowing that it is not a condition of employment and intending that the amounts deducted be **remitted to the Union** to be applied to my account for Union membership dues or, if not a Union member, in payment of the same percentage of earnings as members pay to help defray the cost of operating the Union.

ACCEPTED: by Employer

ACCEPTED: by Union

ACCEPTED: by Designer

SIGN
NAME _____

PRINT
NAME _____

SIGNING
DATE _____

STREET
ADDRESS _____

CITY, STATE
and ZIP _____

PHONE _____

E-MAIL _____

SIGN
NAME _____

PRINT
NAME _____

SIGNING
DATE _____

IS A RIDER ATTACHED? ☐ YES ☐ NO

SIGN
NAME _____

PRINT
NAME _____

SIGNING
DATE _____

STREET
ADDRESS _____

CITY, STATE
and ZIP _____

PHONE _____

E-MAIL _____



UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

2025-2030 OFF-BROADWAY LEAGUE: ASSISTANT DESIGNER AGREEMENT

This Cover Sheet must be signed and submitted with all Riders attached to livedesignjob@usa829.org. The Employer will email a copy of the Cover Sheet and all Riders to the Union concurrently with delivery to the Assistant Designer. Within seven (7) business days after receipt of the signed copy from the Assistant Designer, the Employer will file a copy with the Union. The Assistant Designer shall not be required to furnish any designs until the Cover Sheet has been executed by the Employer.

AGREEMENT: Pursuant to the Agreement between the Off-Broadway League and United Scenic Artists, the Employer engages the Assistant Designer, and the Assistant Designer hereby accepts the engagement herein described:

NAME OF EMPLOYER: _____ ☐ COMMERCIAL ☐ NOT-FOR-PROFIT
NAME OF THEATRE: _____ TIER: ☐ A ☐ B ☐ C ☐ D
NAME OF ASSISTANT DESIGNER: _____ ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
NAME OF DESIGNER: _____
DESIGN CATEGORY: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND ☐ PROJECTION
PRODUCTION NAME: _____

DESIGN MEMBERSHIP CANDIDATE:

☐ Employer and Assistant Designer agree that the Assistant Designer shall be engaged as part of the Off-Broadway Design Membership Candidate Program. The Assistant Designer is not a current or former member of the Union.

COMPENSATION:

Employer agrees to pay the Assistant Designer a total amount of gross wages equal to \$ _____, which shall include all hours worked, including overtime.

Employer and Assistant Designer agree to an hourly rate equal to \$ _____ per hour for up to forty (40) hours per week and \$ _____ per hour for all time worked in excess of forty (40) hours per week.

WORK DATES:

Assistant Designer's engagement shall begin on _____ (start date)
and end no later than _____ (end date).

TRUST FUNDS: In order to provide Pension and Welfare benefits, the Employer shall contribute the following amounts for each designer employed:

Pension payable to the United Scenic Artists Pension Fund*: 9.0% • Welfare payable to the IATSE National Benefit Funds: 13.0%

***For Assistant Designers engaged as part of the Off-Broadway Membership Candidate program, no Pension contribution shall be due. The amount of the Pension contribution shall instead be paid to the IATSE National Benefit Funds as a welfare contribution.**

GENERAL PROVISIONS: Both the Employer and the Assistant Designer agree that each and every provision contained in the Basic Agreement between United Scenic Artists Local USA 829 and the Off-Broadway League shall be part of this Agreement, as though set forth herein at length; and that they have read said Agreement which sets forth the minimum conditions under which the Assistant Designer may work for the Employer. No provisions of said Agreement may be in any way waived or modified without previously having obtained the written consent of the Union. Any rider to this contract shall be deemed part of this Agreement, but in no event shall any rider abrogate or lessen any provisions that are contained in the Basic Agreement.

DUES CHECK-OFF AUTHORIZATION: I, the undersigned Assistant Designer hereby assign the United Scenic Artists, Local USA 829, IATSE, **two percent (2%)** of all wages earned and to be earned by me as an employee, and authorize and direct my Employer to deduct such **two percent (2%)** from my wages and remit same to said Union. This assignment shall be irrevocable for a period consisting of either one (1) year or until termination of the applicable collective bargaining agreement, whichever is sooner, and shall be automatically renewed, with the same irrevocability for successive like periods unless terminated by me in writing not more than twenty (20) days prior to the expiration of any such period. In signing this contract, I voluntarily authorize the dues deduction, knowing that it is not a condition of employment and intending that the amounts deducted be **remitted to the Union** to be applied to my account for Union membership dues or, if not a Union member, in payment of the same percentage of earnings as members pay to help defray the cost of operating the Union.

ACCEPTED: by Employer

ACCEPTED: by Union

ACCEPTED: by Assistant Designer

SIGN
NAME _____
PRINT
NAME _____
SIGNING
DATE _____
STREET
ADDRESS _____
CITY, STATE
and ZIP _____
PHONE _____
EMAIL _____

SIGN
NAME _____
PRINT
NAME _____
SIGNING
DATE _____
IS A RIDER ATTACHED? ☐ YES ☐ NO
IS A WORK PLAN ATTACHED? ☐ YES

SIGN
NAME _____
PRINT
NAME _____
SIGNING
DATE _____
STREET
ADDRESS _____
CITY, STATE
and ZIP _____
PHONE _____
EMAIL _____