

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**UNITED SCENIC ARTISTS, LOCAL USA 829  
OF THE INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES**

**and the**

**LEAGUE OF RESIDENT THEATRES**

**effective July 1, 2024, through June 30, 2028**

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**PREAMBLE**

THIS AGREEMENT is made and entered into effective as of the 1st day of July, 2024, by and between the United Scenic Artists, Local USA 829 of the International Alliance of Theatrical Stage Employees (hereinafter referred to as the “Union”) and the League of Resident Theatres (hereinafter referred to as “LORT”). This Agreement concerning non-staff Designers shall be binding on all LORT Theatres (hereinafter referred to as the “Theatre” or “Theatres”);

WHEREAS, LORT is concerned with fostering a creative relationship between non-staff Designers and the not-for-profit Theatres with which they work and devising mutually beneficial methods of collaboration, which will support the artistic goals of the Theatres and the creative work of the Designers;

WHEREAS, the Union is concerned with securing minimally satisfactory terms and conditions governing its members’ employment;

NOW, THEREFORE, it is mutually agreed as follows:

**1. PARTIES TO THE AGREEMENT**

- A. LORT is an incorporated association comprised of a membership of not-for-profit resident Theatres, separately and independently operating in various communities throughout the United States. Such member Theatres include, but are not limited to, those Theatres listed in Schedule A annexed hereto and made part hereof.
- B. United Scenic Artists, Local USA 829, is a labor organization representing persons active in the profession of designing theatrical productions, authorized by its Charter, Constitution, By-Laws, and applicable statutes to engage in collective bargaining on behalf of its members.

**2. RECOGNITION**

- A. LORT recognizes and acknowledges that the Union is the exclusive collective bargaining representative of all non-staff Scenic Designers, Costume Designers, Lighting Designers and Sound Designers (hereinafter collectively called the “Designer” or “Designers”) employed by its member Theatres. LORT agrees to deal collectively only with this Union for and on behalf of its members’ non-staff Designers. The Union recognizes and acknowledges LORT as the collective bargaining representative of its members. The Theatres listed on Schedule A are members of LORT and are bound by this Agreement. Theatres which join LORT during the term of this Agreement shall be bound to this Agreement as provided by LORT’s By-Laws. LORT shall notify the Union of any changes in LORT membership.
- B. “Staff Designers,” within the meaning of Articles 2 and 5, are persons designated as such by the Theatre and who are afforded benefits and other terms and conditions of employment generally applicable or substantially comparable to those of other staff members of the Theatre.

## ART. 2 RECOGNITION

- C. The Theatre shall determine, in its sole and absolute discretion, whether or not to engage the services of a Sound Designer for a production. This Agreement shall only apply if and when the Theatre determines to engage the services of a Sound Designer.
- D. This Article 2(D) shall be effective only upon the ratification date of this Agreement and only with respect to individuals who have not yet been engaged as a Projection Designer as of that date. This Article 2(D) constitutes the sole provision concerning Projection Designers under this Agreement.
  - 1. The Theatre retains the sole and absolute discretion to designate an individual as a Projection Designer on any production or to not so designate such an individual, regardless of the use of projections in a production.
  - 2. When a Theatre chooses to bill a Projection Designer on the title page of the production's program, and only in such circumstance, the following provisions of this Agreement shall apply: Article 4, Representation, Paras. (A), (B), and (C); Article 5, Coverage; Article 6, Union Security; Article 7, Equity, Diversity, Inclusion, and Access / Non-Discrimination, Anti-Harassment; Article 9, Cover Sheet (Standard Individual Designer's Agreement), Paras. (A), (B), (C), and (D); Article 10, Compensation, Payment Schedule, and Bond, Paras. (A), (C), and (D); Article 11, Pension and Welfare; Article 12, Media Fee; Article 13, Union Dues (Check Off); Article 14, Postponement; Article 15, Abandonment and Withdrawal; Article 16, Transportation; Article 17, Housing; Article 19, Property Rights; Article 20, Billing; Article 21, Safety and Health; Article 22, Liability, Representations, and Warranties; Article 23, Revivals, Extensions, and Tours; Article 24, Transfers; Article 25, Media Provisions; Article 27, Grievance and Arbitration; and Article 28, No Strike - No Lockout.
  - 3. No assistants to the Projection Designer or associated support staff shall be covered under this Agreement.
  - 4. A Designer named in a Scenic, Costume, Lighting, or Sound Designer Cover Sheet who is also billed as Projection Designer on the title page of the production's program shall not be entitled to any additional compensation as a result of this Article 2(D).
  - 5. When a Projection Designer is billed pursuant to Article 20, BILLING, the order shall be Set, Costume, Lighting, Sound, and Projection Designer.
  - 6. LORT and the Union shall negotiate a cover sheet for Projection Designers.
  - 7. The term of this Article 2(D) concerning Projection Designers shall survive the expiration of this Agreement and shall remain in effect for either three (3) consecutive contract periods or twelve (12) years, whichever is shorter, and shall not be subject to negotiation prior to the end of such period, with the exception of negotiated changes to Article 11, Pension and Welfare.

**3. STAGE CATEGORIES**

- A. The designation of A, B+, B, C1, C2, and D category stages under this Agreement shall be, except as hereinafter set forth, identical with the designations as specified in Rule 13 of the Agreement and Rules Governing Employment in Resident Theatres between Actors' Equity Association and LORT and Article 3 of the Agreement between the Stage Directors & Choreographers Society and LORT.
- B. The designation of A+ Stage shall be defined as any LORT Stage that is designated to be Tony Award eligible by the Tony Administration Committee of The American Theatre Wing, Inc. LORT Stages so designated as A+ shall be governed under separate terms negotiated between LORT and the Union. Said separate terms shall be incorporated into a separate Addendum regarding the category of A+ Stages.
- C. Each LORT Theatre covered by this Agreement and its stage's(s') category is as set forth in Schedule A annexed hereto, but may be adjusted to a lower category for a special activity with the consent of the Union, which shall not be unreasonably withheld. Applications for reduction in category for an entire season may be made, and the Union may not unreasonably withhold approval.

**4. REPRESENTATION**

- A. LORT recognizes that the Union, as defined in Article 1 and elsewhere in this Agreement, is Local Union USA 829 of the International Alliance of Theatrical Stage Employees.
- B. LORT agrees, for the purposes of collective bargaining, to deal with such representatives as the Union shall appoint. Collective bargaining negotiations shall in all cases be conducted by official representatives of LORT and the Union.
- C. The principal office of the Union is located in New York City. The Union also presently maintains offices in Chicago and Los Angeles.
- D. It is agreed that all Standard Individual Designer's Agreement Forms (hereinafter referred to as the "Cover Sheet") shall be issued and administered by the employing Theatre and the United Scenic Artists office designated by the Union.

**5. COVERAGE**

- A. 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"). A covered service is a design service for a main stage production produced by a Theatre and announced or actually running for at least sixteen (16) performances, but excludes C1 (2nd stages), C2 and D stage productions (except insofar as specified in Paragraph B below), workshop productions, children's theatre productions, student audience productions, experimental productions, dark night productions, and readings or other productions covered by the LORT-Equity Casual Employment Rider.

## ART. 5 COVERAGE

## ART. 6 UNION SECURITY

B. Coverage of C1 (2nd stage), C2 stage and D stage services shall be as follows:

1. For C2 and D “main stages”

| Category |     |
|----------|-----|
| C2       | 50% |
| D        | 25% |

2. For all C1 “second stages”

| Category |     |
|----------|-----|
| C1       | 75% |

3. For “second stages” at A+, A, B+, and B

| Category |     |
|----------|-----|
| C2       | 50% |
| D        | 50% |

4. For C2 and D “second stages” at C1 and C2 Theatres

| Category |     |
|----------|-----|
| C2       | 25% |
| D        | 25% |

C. Notwithstanding the foregoing, covered services shall exclude productions designed by LORT Theatres’ staff members and faculty and students at a university, drama school, or conservatory formally associated with the LORT Theatre for which the production is designed.

D. In the event that a Theatre shall engage a Designer who is a member of United Scenic Artists or a Designer who is required to join the Union under Article 6 of this Agreement to design Scenery, Costumes, Lighting or Sound for an uncovered design service, exclusive of productions designated as ‘uncovered’ or excluded under Article 5, sections A and C, the Theatre shall engage such Designer pursuant to a LORT Individual Artist’s Agreement (the “LIAA”), annexed hereto, and made a part hereof, as Schedule B-2. Compensation under the LIAA shall be negotiable between the Theatre and the Designer irrespective of any minimum rates set forth in Schedule C. Benefits shall be paid as per Article 11 of this Agreement. Engagements under the LIAA shall not be deemed a Standard Individual Designer’s Agreement for Engagement for a covered service.

## 6. UNION SECURITY

- A. Any Designer whether or not a member of the Union who is engaged to design a covered service must sign a Cover Sheet.
- B. As a condition of employment, any Designer shall, subject to applicable statutory provisions, be required to make application to join the Union upon the Designer’s employment for a fourth (4th) covered service. Notwithstanding the foregoing, there

ART. 6 UNION SECURITY  
ART. 7 EQUITY, DIVERSITY, INCLUSION AND ACCESS/  
NON-DISCRIMINATION, ANTI-HARASSMENT

shall be five (5) covered engagements in each season free from requirements of union security for Theatres that have stages which are one hundred percent (100%) covered; provided, however, that such exemptions from union security are limited to Designers on O-1 visas or who are residents of the community in which the Theatre is located and who have a continuing relationship with the Theatre.

- C. Notwithstanding Paragraph B, above, with regard to the category of A+ Stages, as a condition of employment but subject to applicable statutory provisions, any Designer shall be required to make application to join the Union upon the Designer's employment by the A+ Stage for a first covered service.
- D. Nothing in this Article shall be construed to require a Theatre to cease or refrain from employing a Designer if the Theatre has reasonable grounds for believing that:
  - 1. Membership in the Union was not available to the Designer 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 the Designer's failure to tender the periodic dues and the initiation fee uniformly required by the Union as a condition of acquiring or retaining membership.
- E. The Union agrees to propose for membership on non-discriminatory terms any present or future Designers employed by LORT Theatres whose membership in the Union would be required by this Article.
- F. The Theatre shall not unlawfully discriminate against any Designer based on union membership or status.

**7. EQUITY, DIVERSITY, INCLUSION, AND ACCESS / NON-DISCRIMINATION, ANTI-HARASSMENT**

LORT and the Union acknowledge the importance of diversity, equity, inclusion, and access in the theatre industry and reaffirm their commitment to encourage and expand the engagement of Designers from historically underrepresented groups for all productions and their commitment to providing Designers with safe, inclusive, and accessible work environments free from bias, discrimination, harassment, and bullying.

- A. The Theatre shall not unlawfully discriminate against any Designer because of race, color, hairstyle or hair texture, religion, creed, gender, sex, national origin, citizen status, sexual orientation, age, disability, political persuasion, union activities, belief, familial status, veteran status, gender identity and/or expression, or any other category protected by federal, state, or local law, nor will the Designer's designs be used in any place where such discrimination is practiced against performers, patrons or other employees.
- B. The Union shall not unlawfully discriminate against any member or applicant for membership based on categories including but not limited to race, color, hairstyle or hair texture, religion, creed, gender, sex, national origin, citizen status, sexual orientation, age, disability, political persuasion, belief, familial status, veteran status,

ART. 7 EQUITY, DIVERSITY, INCLUSION AND ACCESS/NON-DISCRIMINATION,  
ANTI-HARASSMENT

ART. 8 SERVICES / DUTIES OF THE DESIGNER

gender identity and/or expression, or any other category protected by federal, state, or local law.

- C. LORT and the Union acknowledge the need to increase diversity in all its forms in our organizations and Theatres. LORT and the Union commit to increase diversity and demonstrate equity and inclusion in their employment practices and membership, and to provide leadership in the industry.
- D. In an effort to ensure progress around our joint commitment to equity, diversity, and inclusion, LORT and the Union make a commitment to establish protocols that allow LORT and the Union to collect and analyze union membership and LORT-USA hiring statistics. Furthermore, LORT, the Theatres, and the Union agree to cooperate in their hiring efforts and engage in ongoing discussions with the goal of promoting diversity in the hiring of Local USA 829-represented classifications.
- E. The Theatre will provide USA with a copy of the Theatre's policies on non-/anti-discrimination and anti-harassment, including anti-retaliation language, and will provide the Designer with a copy of those policies when hired. Any updates to the aforementioned policies will be provided to the Union.
  - 1. Upon request of the Designer, the Theatre shall provide the opportunity to have a Union representative attend any investigatory interview of the Designer conducted in connection with or when filing a complaint. The Union representative shall treat any information learned during such interviews as confidential and shall take all necessary steps to ensure it is not disclosed to any other party, except as required by law.

**8. SERVICES / DUTIES OF THE DESIGNER**

- A. The Designer shall provide, as agreed upon by the Theatre and the Designer, and according to the schedule specified in the Cover Sheet and Riders, visual presentations, specifications, selections, and/or approvals, and consultation customary for the execution of designs and shall attend any days in residence required. The total number of days of the Designer's residence for all activities at the Theatre shall be set forth in the Cover Sheet, including the specified "tech period." The Theatre and the Designer will each notify the Union of any increase in the number of days in residence required. The Theatre and the Designer may mutually agree to decrease the number of days in residence and give notice thereof to the Union.
- B. The Theatre shall inform the Designer of appropriate pre-production conferences connected with the production, and the Designer shall, at the request of the Theatre, attend such conferences. The Theatre shall inform the Designer of the production material budget for the design. The Theatre and the Designer will maintain timely communication with the Director to support meeting the production's design due dates and budget.
- C. The Theatre will provide, as applicable and on a timely basis, accurate technical drawings for the Theatre's stage, equipment inventories, the production's script, and

ART. 8 SERVICES / DUTIES OF THE DESIGNER

ART. 9 COVER SHEET (STANDARD INDIVIDUAL DESIGNER'S AGREEMENT)

contact information for the Theatre's general manager, production manager, and/or appropriate department head.

- D. The Designer shall be responsible for the completion and on-time delivery to the Theatre of all designs and design specifications, according to the schedule agreed upon and set forth in the rider attached to the Cover Sheet. If information in Paragraphs B and C above is not provided on a timely basis, the Designer may request an extension, which shall not be unreasonably denied.
- E. The Designer shall not be required to perform the work of the production staff.
- F. No Designer's services shall be required beyond the contracted termination date specified in the Cover Sheet. In no event shall the contracted termination date be later than the opening night of the production. Any work performed after the termination date specified in a Designer's Cover Sheet shall be paid at a daily rate, which shall not be less than the daily rate provided in Schedule C for the applicable LORT stage category. Notwithstanding the foregoing, all Designer services due to the Theatre prior to the contracted termination but not yet performed by the Designer shall be excluded from this Article 8(F); however, in no event shall the Theatre withhold the final payment due to the Designer as set forth in the Designer's Cover Sheet, unless the Theatre simultaneously files a grievance with the Union with respect to the matter.
- G. For commercially enhanced productions on any stage, the Designer shall be paid the Daily Rate for all previews they are required by the Theatre to attend beyond 16 calendar days, counted from the first preview. This provision will sunset at the end of the first year of this Agreement on June 30, 2025.

**9. COVER SHEET (STANDARD INDIVIDUAL DESIGNER'S AGREEMENT)**

- A. A Cover Sheet for a covered service shall be promptly signed by the Theatre and the Designer (including Designers not members of the Union) each time, and as soon as, a Designer is engaged. The Designer shall not be required to furnish designs until said Cover Sheet has been executed by the Theatre. Copies of the Cover Sheet, annexed hereto and made a part hereof as Schedule B, shall be made available in quantity to the Theatre by the Union.
- B. Simultaneously with the execution by a Theatre of a Cover Sheet with any riders thereto attached and delivery of said Cover Sheet and attached riders to a Designer or to a Designer's representative, a copy of said Cover Sheet and Riders shall also be sent to the Union by the Theatre.
- C. The Cover Sheet shall be signed by the Theatre and the Designer, and the Theatre shall file one (1) copy 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 Theatre shall sign first.
- D. A Supplement to the Cover Sheet will be filed by the Theatre with the Union to report additional payments to the Designer. Copies of the Supplement to the Cover Sheet, annexed hereto and made a part hereof as Schedule B-3, shall also be made available to the Theatres by the Union.

ART. 9 COVER SHEET (STANDARD INDIVIDUAL DESIGNER'S AGREEMENT)

ART. 10 COMPENSATION, PAYMENT SCHEDULE, AND BOND

- E. No Designer or Theatre may waive or alter any of the minimum terms and conditions of this Agreement without the written approval of the Union, except that nothing in this Agreement shall preclude a Designer from obtaining better terms and conditions than are herein provided. This provision is of the essence of this Agreement. Additional terms shall be placed in a rider to the Cover Sheet, which shall be deemed a part thereof.
- F. The Cover Sheet and Supplement to the Cover Sheet forms shall be approved in writing by the Union and LORT.

**10. COMPENSATION, PAYMENT SCHEDULE, AND BOND**

- A. The Theatre and the Designer shall agree on the fee to be paid to the Designer for each covered service, as set forth in Article 5, and such fee shall be stated in the Cover Sheet.
- B. The fee to be paid to the Designer for each covered service shall in no event be less than the applicable minimum fee set forth in Schedule C annexed hereto and may be such greater amount as the Theatre and the Designer may agree upon. The applicable minimum fee shall be the minimum fee for the design category effective on the first public performance date of the production for which the covered service is rendered.
- C. The Theatre shall pay on time (i.e., no more than ten (10) business days after the due date), the agreed payment to the Designer according to the following schedule:
  - 1. One-fourth (1/4) upon the signing by the Designer of the Cover Sheet.
  - 2. Two-fourths (2/4) upon acceptance of the full set of drawings, sketches, and/or specifications sufficient to begin execution of the design as set forth in the rider required under Article 8(B).
  - 3. One-fourth (1/4) upon the scheduled termination date specified in the Cover Sheet.
- D. The Designer when hired will be informed in writing as to the impact of State and Local taxes, if any, insofar as they are known to the Theatre.
- E. Should the Theatre default in payments to or on behalf of the Designer, the Union shall give prompt notice thereof to LORT's General Counsel. Should the default not be cured within thirty (30) days of receipt of such notice, the Union may require the Theatre to post bond for subsequent productions of no less than the minimum rates for all three (3) design categories for no less than two (2) productions, and may then require a separate security agreement to be executed by the Union and the Theatre. If the default is cured, and no further default occurs for twelve (12) months following the posting of bond, at the Theatre's request, LORT's General Counsel may apply to the Union to lift the bond requirement, and said application shall not be unreasonably denied.
- F. The Theatre will provide the Union, on the agreed-upon Seasonal Information Form, with a schedule of all known covered productions for the ensuing season thirty (30) days in advance of the commencement of the season. The Union may post the

ART. 10 COMPENSATION, PAYMENT SCHEDULE, AND BOND

ART. 11 PENSION AND WELFARE

Seasonal Information Form on a non-public (i.e., password-protected) page of the Union's website.

- G. A Designer who anticipates not timely submitting designs or design specifications, according to the schedule agreed upon and set forth in the rider required under Article 8(D), may request an extension from the Theatre, which shall not be unreasonably denied.

Should the Designer default on the timely submission of any designs or design specifications, according to the schedule agreed upon and set forth in the rider required under Article 8(D) (as may be amended in writing by mutual agreement between the Theatre and the Designer), the Theatre shall give prompt notice thereof to the Designer and the Union. Should the default not be cured within ten (10) days of receipt of such notice, the Designer shall be deemed to have withdrawn from the production for purposes of Article 15 of this Agreement.

**11. PENSION AND WELFARE**

- A. In addition to all other payments, the Theatre agrees to contribute an amount equal to ten and one quarter percent (10.25%) of gross compensation, payable to the United Scenic Artists Pension Fund on behalf of any Designer who is covered by this Agreement. The Theatre 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 hereinabove. Pension contributions shall be sent to:

USA Local 829 Pension Fund  
PO Box 17928  
Los Angeles, CA 90017-0928

- B. In addition to all other payments, the Theatre agrees to contribute an amount equal to twelve percent (12%) of gross compensation, payable to the IATSE National Benefits Funds on behalf of any Designer who is covered by this Agreement, increasing to twelve and one-half percent (12.5%) as of July 1, 2026. Effective July 1, 2027, the Welfare rate shall increase by one-half percent (0.5%) to thirteen percent (13.0%) unless the Union notifies LORT by May 1, 2027, that the one-half percent (0.5%) increase shall instead be allocated to the United Scenic Artists Local 829 Pension Fund under Paragraph A above. The Theatre 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 hereinabove. Welfare contributions shall be sent to:

IATSE National Benefits Funds  
P.O. Box 11944  
Newark, NJ 07101-4944

ART. 11 PENSION AND WELFARE

ART. 12 MEDIA FEE

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

- C. Pension and Welfare contributions on the design fee shall be made on the date that the fee, or final installment thereof, is paid, 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 Theatre.
- D. Pension and Welfare contributions shall be due and payable no later than seven (7) days following the payment of the AWC, daily or weekly rates, or other compensation due under this Agreement.
- E. The Theatre 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 Theatre. Remittance reports must include the following information:
  - 1. USA 829/LORT Agreement
  - 2. Name of Theatre
  - 3. Theatre's EIN
  - 4. Name of Production
  - 5. Name of Designer(s)
  - 6. Designer(s) social security number
  - 7. Opening Date (if a fee) or week ending date (if AWC or Daily Rate)
  - 8. Amount of Compensation
  - 9. Amount of benefits paid.

**12. MEDIA FEE**

- A. The Designer(s) of the production shall receive, in the form of a contribution to the United Scenic Artists Pension Fund, a Media Fee in an amount set forth in the table below. Such payment shall be in addition to any other compensation that shall be due under Article 11, Pension and Welfare, or elsewhere in the Agreement:

|    | As of<br><u>7/1/24</u> | As of<br><u>7/1/25</u> | As of<br><u>7/1/26</u> | As of<br><u>7/1/27</u> |
|----|------------------------|------------------------|------------------------|------------------------|
| A+ | \$245                  | \$250                  | \$255                  | \$260                  |
| A  | \$125                  | \$130                  | \$135                  | \$140                  |
| B+ | \$110                  | \$115                  | \$120                  | \$125                  |
| B  | \$75                   | \$80                   | \$85                   | \$90                   |
| C1 | \$48                   | \$51                   | \$54                   | \$57                   |
| C2 | \$48                   | \$51                   | \$54                   | \$57                   |
| D  | \$28                   | \$30                   | \$32                   | \$34                   |

- B. Where the captured material of the LORT Theatre is used by a transferee non-LORT not-for-profit theatre for any use that is provided hereunder, the Designer(s) shall

continue to receive the Media Fee as long as the production is in rehearsal or performance at the said transferee theatre. In this instance, the LORT Theatre shall cause the continued payment by the said transferee theatre of the Media Fee to the Designer(s).

### **13. UNION DUES (CHECK OFF)**

- A. The Theatre shall deduct from the final payment to the Designer who authorizes such deductions the administrative dues payable by the Designer to the Union.
- B. Such deductions shall be sent to the office of the Union not later than the TENTH (10th) of the month following the final payment to the Designer. Along with this payment, the Theatre 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%), or at such other rate as specified in the Cover Sheet, of the gross wage payable until such time as the Theatre shall receive written notification from the Union of a change in the rate.

### **14. POSTPONEMENT**

- A. A postponement shall be said to occur when a production is moved by a Theatre from its original slot in a season to another slot in the same or a subsequent season. In the event of a postponement under this Article 14, the Theatre shall file the Supplement to the Cover Sheet as appropriate.
- B. If the postponement occurs more than ninety (90) days prior to the production's original opening date or the postponement is due to an Act of God (i.e., fire, flood, wind, etc.), strike, cancellation of season, loss of theatre space, or loss of the rights to the play, the Designer shall be paid according to the following schedule:
  - 1. If the designs have not been accepted by the Theatre, as set forth in Article 10(C)(2), the Designer shall be paid the one-fourth (1/4) of the Designer's contractual fee already paid or due.
  - 2. If the designs have been accepted by the Theatre, as set forth in Article 10(C)(2), the Designer shall be paid the three-fourths (3/4) of the Designer's contractual fee already paid or due.
- C. If the postponement occurs sixty (60) days to ninety (90) days prior to the production's original opening date, the Designer shall be paid according to the following schedule:
  - 1. If the designs have not been accepted by the Theatre, as set forth in Article 10(C)(2), the Designer shall be paid two-fourths (2/4) of the Designer's contractual fee already paid or due.
  - 2. If the designs have been accepted by the Theatre, as set forth in Article 10(C)(2), the Designer shall be paid the three-fourths (3/4) of the Designer's contractual fee already paid or due.
- D. If the postponement occurs within sixty (60) days of the production's original opening date, the Designer shall be paid according to the following schedule:

ART. 14 POSTPONEMENT

ART. 15 ABANDONMENT AND WITHDRAWAL

1. If the designs have not been accepted by the Theatre, as set forth in Article 10(C)(2), the Designer shall be paid three-fourths (3/4) of the Designer's contractual fee.
  2. If the designs have been accepted by the Theatre, as set forth in Article 10(C)(2), the Designer shall be paid the Designer's full contractual fee.
- E. Upon the determination by the Theatre of the revised dates of the postponed production, the Theatre shall file a rider specifying the revised dates and communicate those dates to the Designer. The Designer shall have ten (10) business days to inform the Theatre if the Designer can meet the remaining requirements of the production, including the revised residency dates.
- F. If the Designer agrees to meet the remaining requirements of the production, the Designer shall be paid an additional one-fourth (1/4) of the Designer's full contractual fee beyond those payments due as set forth in Paragraphs B, C, and D above. Such additional payment shall be due on the revised termination date. If the Designer chooses not to meet the remaining requirements of the production, and the designs have been accepted by the Theatre, the Theatre may, after consultation with the Designer, employ another person to perform the additional work on the original designs.

**15. ABANDONMENT AND WITHDRAWAL**

- A. If a production is abandoned because of an Act of God (i.e., fire, flood, wind, etc.), strike, cancellation of season, loss of theatre space, loss of the right to the play, the Designer shall be paid all fee payments already paid or due as of that date.
- B. If a production is abandoned (for reasons other than those set forth in Paragraph A above) and the Designer accepts the offer of another design assignment by the Theatre 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, the Designer shall be paid only that (those) portion(s) of the contractual fee for the abandoned production already paid or due as of that date.
- C. If a production is abandoned (for reasons other than those set forth in Paragraph A above) at any time prior to sixty (60) days before the scheduled opening date, as specified in the Cover Sheet, and no replacement offer is made by the Theatre, the Designer shall be paid according to the following schedule:
1. If the production is abandoned within thirty (30) days following the receipt by the Theatre 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.
  2. If the production is abandoned after thirty (30) days following the receipt by the Theatre of the signed Cover Sheet, the Designer shall be paid three-fourths (3/4) of the Designer's contractual fee. If, however, the Designer has fulfilled all the

#### ART. 15 ABANDONMENT AND WITHDRAWAL

Designer's obligations as specified in the Cover Sheet prior to such abandonment, the full fee shall be paid.

- D. If a production is abandoned (for reasons other than those set forth in Paragraph A above) less than sixty (60) days prior to the scheduled opening date, as specified in the Cover Sheet, and no replacement offer is made by the Theatre, the Designer shall be paid the full fee.
- E. 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.
- F. In the event of an abandonment by the Theatre under this Article, the Theatre shall file a Supplement to the Cover Sheet as appropriate.
- G. If the Designer withdraws from the production, the following payment schedule shall apply:
  - 1. If the designs have not been accepted by the Theatre, as set forth in Article 10(C)(2), and the Theatre elects to use the Designer's work to date to complete the design:
    - a. the Designer shall be paid one-fourth (1/4) of the Designer's contractual fee; and
    - b. the replacement Designer for a covered service shall be paid not less than three-fourths (3/4) of the applicable minimum fee to complete the design.
  - 2. If the designs have been accepted by the Theatre, as set forth in Article 10(C)(2), and the Theatre elects to use the Designer's work to complete the design:
    - a. the Designer shall be paid three-fourths (3/4) of the Designer's contractual fee; and
    - b. the Theatre shall not be required to engage a replacement Designer; however, if the Theatre engages a replacement Designer on a Designer Cover Sheet, the replacement Designer shall be paid not less than one-fourth (1/4) of the applicable minimum fee to complete the design.
  - 3. If the Theatre elects not to use the Designer's work to date to complete the design:
    - a. the Designer shall not be entitled to any compensation and shall return to the Theatre any portion of the contractual fee already paid; and
    - b. the replacement Designer for a covered service shall be paid the full applicable minimum fee.

In all cases where the original Designer's work is used, the original Designer and any replacement Designer shall be billed as Co-Designers unless the Theatre, the original Designer, and the replacement Designer agree on alternative billing; however, at least one Designer must be billed as the Designer.

**16. TRANSPORTATION**

- A. If housing accommodations are more than one-half (1/2) mile from the workplace, and public transportation is unavailable, the Theatre shall either provide transportation for the Designer or pay for non-public transportation for any trip requested or required by the Theatre. If public transportation is unavailable, the Theatre shall also provide or pay for transportation if the Designer must travel more than one-half (1/2) mile for food, laundry, or other living necessities. All transportation shall be safe and secure.
- B. If the Designer prefers housing other than that offered by the Theatre, the Theatre shall have no further responsibility for local transportation, unless otherwise agreed.
- C. The Theatre shall provide round-trip transportation, including baggage fees for up to two bags of personal effects, provided they are not oversized or overweight, to and from the Theatre by regularly scheduled economy (excluding the new class currently called "Basic Economy") air transportation for distances in excess of two hundred fifty (250) miles and rail coach transportation for distances of two hundred fifty (250) miles or less, if available, and, if not, bus transportation, which shall be scheduled not to exceed six (6) hours. Notwithstanding the foregoing, rail coach transportation may be provided between New York City and Boston. It is understood that the two-bag limit does not include pre-approved design-related equipment (e.g., video or sound editing equipment) or pre-approved shipment of purchases, such as costumes as checked baggage, rather than by a more cost-effective method.
- D. At the start of the engagement, the Designer may ship personal effects up to 200 pounds. The method of shipment shall be determined by the Theatre and shall be specified in the contract. At the end of the engagement, effects may not weigh more than 100 pounds over the weight at the start of the engagement, not to exceed 200 pounds.
- E. The Theatre shall reimburse the Designer for transportation costs to and from both the Designer's home and the Theatre and the airport, terminal, or depot, whichever is applicable, by the least expensive reasonable means of transportation.
- F. If the Designer elects to use the Designer's own motor transportation, the Designer shall be reimbursed for the Designer's expenses up to but not to exceed the cost of transportation as set forth in Paragraph C above.

**17. HOUSING**

- A. The Theatre shall provide, at its expense, suitable (i.e., clean and safe) accommodations for each day or part thereof that the Designer is required to be away from the Designer's place of residence overnight in connection with the Designer's services to be performed hereunder.
- B. Whenever possible, such accommodations shall afford the Designer privacy. In addition, accommodations shall provide reasonable access to a telephone or major cellular providers, adjoining bath, appropriate linens, and toiletry goods (i.e., toilet paper and soap).

- C. The Theatre shall provide, at no cost to the Designer, high-speed consumer grade, broadband internet access in Theatre-controlled housing either via wireless or a portal (hook-up). If housing is not controlled by the Theatre and the above noted internet connection is not available, the Theatre shall provide, at no cost to the Designer, high-speed internet access via wireless or a portal.
- D. If the Designer prefers housing other than that offered by the Theatre, the Theatre shall have no further responsibility for housing, unless otherwise agreed.

#### **18. REIMBURSABLE EXPENSES**

- A. Designers shall not be required to advance their personal funds for expenses of the production.
- B. Upon timely submission of receipts, the Theatre shall reimburse the Designer for the following expenses incurred directly related to the production: art and drafting materials, supplies for model building, a proportional share of computer software expenses, meals while in transit at the request of the Theatre, research materials, telephone, fax, postage, shipping, copying, and local transportation and sound studio expenses.
- C. The Designer and the Theatre shall, prior to the signing of the Cover Sheet, agree on the appropriate amount of total reimbursable expenses as specified in Paragraph B above. Those expenses shall be specified in an Expense Rider to the Cover Sheet.
- D. If subsequent to the signing of the Cover Sheet and attached Expense Rider, the Designer anticipates additional expenses directly related to the production, the Designer shall immediately inform the Theatre of the nature and amount of such expenses, and reimbursement shall be subject to the Theatre's prior written approval.
- E. Upon timely submission of receipts, the Theatre shall reimburse an out-of-town Designer who is in residence overnight at the Theatre for expenses, other than those specified in Paragraph B above, incurred while so away from home, in the full amount of such expenses but in no event more than the amount specified below (the "Personal Expense Reimbursement"), unless the Theatre and the individual Designer have agreed to a greater amount.

Additionally, if an out-of-town Designer who is in residence overnight at the Theatre is in residence for longer than two (2) weeks, the Theatre shall reimburse the Designer for an additional amount equal to fifty percent (50%) of the applicable maximum Personal Expense Reimbursement for each week in residence beyond the initial two (2) weeks. This additional amount may not be pro-rated.

ART. 18 REIMBURSABLE EXPENSES

ART. 19 PROPERTY RIGHTS

| <u>Theatre Category</u>    | <u>Maximum Reimbursement</u>  |                               |                               |                               |
|----------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
|                            | <u>As of</u><br><u>7/1/24</u> | <u>As of</u><br><u>7/1/25</u> | <u>As of</u><br><u>7/1/26</u> | <u>As of</u><br><u>7/1/27</u> |
| A+ and second stages of A+ | \$485                         | \$509                         | \$535                         | \$562                         |
| A and second stages of A   | \$485                         | \$509                         | \$535                         | \$562                         |
| B+ and second stages of B+ | \$394                         | \$414                         | \$434                         | \$456                         |
| B and second stages of B   | \$345                         | \$362                         | \$380                         | \$399                         |
| C1 and second stages of C1 | \$277                         | \$291                         | \$305                         | \$320                         |
| C2 and second stages of C2 | \$277                         | \$291                         | \$305                         | \$320                         |
| D and second stages of D   | \$263                         | \$276                         | \$290                         | \$305                         |

- F. The Designer must submit all receipts to the Theatre no later than forty-five (45) days after the official opening of the production. The Designer shall be reimbursed by the Theatre for such receipted expenses within ten (10) business days of submission.
- G. If the Theatre approves the purchase of research materials and/or source materials, such materials shall become the property of the Theatre upon the official opening of the production.

**19. PROPERTY RIGHTS**

- A. All rights in and to the design as conceived by the Designer in the course of the rendition of the Designer's services hereunder shall be, upon its creation, and will remain, the sole and exclusive property of the Designer; it being understood, however, that the Theatre and its licensee(s) shall have a perpetual and irrevocable license to use such design in any stage production or electronic reproduction of the play under the terms of this Agreement. Any additional use or license of the design by the Theatre shall be subject to further agreement between the Theatre and the Designer.
- B. All original drawings, renderings, paint elevations, elevations, and other specifications shall be returned to the Designer no later than thirty (30) days following the final public performance of the production. The Theatre shall have the right to retain copies of all of the foregoing. Design materials retained by the Theatre may be used by the Theatre for its promotional and public relations purposes which are understood to include community, promotional, and similar non-commercial purposes.
- C. All models shall be returned to the Designer, in original condition, at the Designer's request, no later than one (1) year following the contracted final public performance of the production. The Designer may request, for professional reasons, the use of the model within the aforementioned one-year period, and the Theatre's consent thereto will not be unreasonably withheld. The Designer shall bear the full expense for such use of the model.
- D. Whenever possible, the Theatre will consult with the Designer prior to making substantial alterations, substitutions, additions, or cuts in the scenery, costumes, and/or lighting, or any aspect thereof.

## **20. BILLING**

- A. The Designer shall receive billing in the program on the title page, cast page, or with placement substantially comparable to such, and on houseboards, in the customary order of Scenic, Costume, Lighting, and Sound Designer.
- B. In addition to program billing and houseboards, billing shall also be given to the Designers in printed or web-posted advertisements, posters, and window cards where billing is given to any other creative participant in a production other than the author, actors, director, and choreographer. In a dramatic production, should the Theatre give billing to more than two (2) of the four (4) categories aforementioned, billing must be given to the Designers. In a musical production, should the Theatre give billing to more than three (3) of the four (4) categories aforementioned, billing must be given to the Designers. Billing shall be clearly legible in relation to the use of the medium.
- C. Each Designer shall receive billing in the program and on houseboards in the same size, quality, and format as the other Designers. In all cases where any Designer receives billing, all Designers shall receive billing.
- D. Where a biography, other than that of the author, appears in the program or website, the Theatre shall include a biography of the Designer in its program. The Designer shall submit to the Theatre all biographical material and photographs for programs at the time of the signing of the Cover Sheet. The final biography shall be submitted in writing to the Designer for approval, which approval, not to be unreasonably withheld, shall be given to the Theatre within two (2) days of its receipt by the Designer.
- E. Cast albums or tapes produced by the Theatre 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 Theatre programs:

*The scenic, costume, lighting and sound designers in LORT Theatres are represented by United Scenic Artists, Local USA 829 of the IATSE.*

Such notice will appear with the Local USA 829 logo, of which multiple formats are available for download on the Union's website [www.usa829.org](http://www.usa829.org).

- G. Theatres will list Designers in their online production archive on a going-forward basis and going-back, as far as is possible and practical.
- H. 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.

## **21. SAFETY AND HEALTH**

- A. The parties and their members recognize that it is in their mutual best interest to promote safe and healthful conditions in the Theatre's workplace(s). The Designers and the Theatre shall use their best efforts to confer, at the reasonable request of either, and endeavor to improve and/or correct any conditions to affect such purpose.

ART. 21 SAFETY AND HEALTH

ART. 22 LIABILITY, REPRESENTATIONS AND WARRANTIES

ART. 23 REVIVALS, EXTENSIONS, AND TOURS

- B. The Designers shall abide by the Theatre's safety rules, a copy of which shall be provided, while working in Theatre facilities.

**22. 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 and/or lighting or projections, and not to matters of safety. The Designers agree to make prompt correcting alterations to any specification found to be incompatible by the Theatre with proper safety precautions.
- B. Except to the extent that the Designer(s) has/have breached a representation, warranty, or agreement contained herein, the Theatre will indemnify, defend, save, and hold the Designer(s), and 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.
- 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 Theatre. The Designer agrees to provide replacement content for any material not approved by the Theatre or for which the Theatre is unable to obtain clearance for use.
- D. With the exception of all designs and elements listed pursuant to Article 22(C) above, the Designer represents and warrants that, to the best of their knowledge and in the exercise of reasonable due diligence, 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 Theatre agrees to carry comprehensive general liability insurance applicable to any claims that might arise due to any work performed under this Agreement.

**23. REVIVALS, EXTENSIONS, AND TOURS**

- A. A Designer shall receive Additional Weekly Compensation ("AWC") according to the schedule below for all weeks that a production runs in excess of its originally scheduled number of performances. In any event, the originally scheduled number of performances shall not exceed the original employment period established by contract for the production by the Theatre with the actors employed for the production. Such payments may be prorated for less than full weeks.

## ART. 23 REVIVALS, EXTENSIONS, AND TOURS

## ART. 24 TRANSFERS

|    | As of<br><u>7/1/24</u> | As of<br><u>7/1/25</u> | As of<br><u>7/1/26</u> | As of<br><u>7/1/27</u> |
|----|------------------------|------------------------|------------------------|------------------------|
| A  | \$298                  | \$304                  | \$312                  | \$321                  |
| B+ | \$249                  | \$254                  | \$260                  | \$268                  |
| B  | \$199                  | \$203                  | \$208                  | \$214                  |
| C1 | \$149                  | \$152                  | \$156                  | \$161                  |
| C2 | \$102                  | \$105                  | \$108                  | \$112                  |
| D  | \$102                  | \$105                  | \$108                  | \$112                  |

- B. If during the same season, the Theatre uses the original design in a revival or tour of the production at or by the Theatre (excluding transfers), the Designer shall receive ten percent (10%) of the Designer's contractual fee. For any additional performances in excess of the originally scheduled number of performances, the Designer shall receive an additional ten percent (10%) of the Designer's contractual fee.
- C. If in a season subsequent to the season for which the original Cover Sheet is applicable, the Theatre uses the original design in a revival or tour of the production, the Designer shall receive twenty-five percent (25%) of the Designer's contractual fee or twenty-five percent (25%) of the current applicable minimum fee, whichever is greater. This provision shall not apply to productions that had a first public performance prior to July 1, 2005.
- D. If the Theatre revives or extends or tours the production with the original design and if the Theatre determines that additional work is required, the Designer shall be afforded the first option to perform such additional work, and shall have ten (10) days in which to respond to the Theatre in writing. The Theatre and the Designer shall negotiate compensation therefor at no less than the applicable minimum daily rate.
- For productions that the Theatre plans to revive on a regular basis, such as Holiday season programs, the Theatre and the Designer may negotiate compensation for additional work required to remount the production each year. The fee shall be negotiated annually, but existing arrangements as of the effective date of this Agreement shall be exempt from this Paragraph D.
- To the extent that the Designer is unable or unwilling to perform the additional work, the Theatre, after consultation with the Designer, may engage, at its cost, another person to perform the additional work.
- E. The Theatre shall notify in advance, in writing, the Designer and the Union of its intention to revive, extend, or tour the production, together with the dates of the production schedule.
- F. In the event of a revival, extension, or tour by the Theatre under this Article, the Theatre shall file the Supplement to the Cover Sheet as appropriate.

**24. TRANSFERS****A. Transfers Planned in Advance.**

1. If a non-LORT producer or a LORT Theatre transfers the production with the original design to a LORT Theatre or to a not-for-profit, non-LORT producer

## ART. 24 TRANSFERS

and the transfer is planned in advance, the Designer shall receive as compensation from the first theatre not less than the Schedule C fee applicable to the stage category of the first theatre. In addition, the Designer shall receive as compensation from each transferee Theatre or not-for-profit, non-LORT producer, an amount not less than fifty percent (50%) of the Designer's contractual fee at the first theatre or the transferee theatre's then applicable minimum fee, whichever is greater.

2. For each day in residence at the transferee Theatre or non-LORT producer, the Designer shall be paid at not less than the applicable daily rate for the stage category of the transferee theatre. All days in residence shall be agreed upon by the Designer and each Theatre or non-LORT producer in the transfer arrangement and shall be stipulated on the Designer's Cover Sheet; however, if the total, aggregate sum due to the Designer for all services performed for the transferee Theatre or non-LORT producer (i.e., the transfer fee plus the payment for days in residence at the transferee theatre) equals or exceeds one hundred percent (100%) of the transferee theatre's applicable minimum fee for a single, stand-alone production, this daily rate provision shall not apply.

After the opening of a transferred production at a transferee theatre, any additional services provided by the Designer at that theatre shall be paid at not less than the applicable daily rate for that theatre's stage.

3. With respect to transfers that are planned in advance, this Article 24(A) comprehends that the Designer has accepted the design engagement with the foreknowledge that the production in question is a transfer planned in advance and with foreknowledge of the identity of the other transferee Theatres and/or non-LORT producers. Prior to beginning work on a planned transfer production, the Designer shall have executed a Cover Sheet with the first theatre, the rider to which shall set forth the transfer arrangement. Each subsequent Theatre or non-LORT producer shall execute a separate Cover Sheet with the Designer. In the event that the production is presented at a theatre that is not expressly set forth in the Designer's Cover Sheet or rider for the originating theatre, such a presentation shall be covered under Article 24(B), below.
4. If a LORT Theatre transfers the production with the original design to a commercial producer and the commercial producer is covered by an applicable Union contract, such applicable contract shall prevail for the commercial producer's production.
5. If a LORT Theatre transfers the production with the original design to a commercial producer for presentation in a Broadway theatre, the Designer of the production shall receive a Broadway production contract from the commercial producer for the production at that Broadway theatre under the terms and conditions of the USA-Broadway League Agreement.
6. Paragraph 24(A)(5), above, notwithstanding, if a LORT Theatre transfers the production with the original design to a commercial producer and the commercial producer is not covered by an applicable Union contract, the

Designer shall receive from the commercial producer for the production at the producer's theatre seventy-five percent (75%) of the Designer's contractual fee at the originating LORT Theatre or seventy-five percent (75%) of the originating LORT Theatre's then applicable minimum fee, whichever is greater. Should the Designer be required to perform additional work, the producer and the Designer shall negotiate in good faith additional compensation therefor.

**B. Transfers Not Planned in Advance.**

1. When the transfer is planned in advance as per Article 24(A), above, it shall be governed thereby.
2. If a Theatre transfers the production with the original design to another LORT Theatre or to a not-for-profit, non-LORT producer, the Designer shall receive from the transferee fifty percent (50%) of the Designer's contractual fee or fifty percent (50%) of the transferee's then applicable minimum fee, whichever is greater.
3. If the production with the original design is transferred to a LORT Theatre from a non-LORT producer, the Designer shall receive fifty percent (50%) of the contractual fee or fifty percent (50%) of the transferee LORT Theatre's then applicable minimum fee, whichever is greater.
4. If a LORT Theatre or a non-LORT producer transfers the production with the original design to a LORT Theatre, the Designer shall be afforded the first option to perform additional work. If the Theatre determines that additional work is required, the Theatre and the Designer shall negotiate compensation therefor at no less than the applicable minimum daily rate. The Designer shall have ten (10) days in which to respond in writing to the Theatre's offer of additional work. To the extent that the Designer is unable or unwilling to perform the additional work, the Theatre, after consultation with the Designer, may engage, at its cost, another person to perform the additional work.
5. If a LORT Theatre transfers the production with the original design to a non-LORT producer, the LORT Theatre shall use its best efforts to obtain for the Designer the first option to perform any additional work required by the non-LORT producer.
6. If a LORT Theatre transfers the production with the original design to a commercial producer and the commercial producer is covered by an applicable Union contract, such applicable contract shall prevail for the commercial producer's production.
7. If a LORT Theatre transfers the production with the original design to a commercial producer for presentation in a Broadway theatre, the Designer of the production shall receive a Broadway production contract from the commercial producer for the production at that Broadway theatre under the terms and conditions of the USA-Broadway League Agreement.
8. Paragraph 24(B)(7) above notwithstanding, if a LORT Theatre transfers the production with the original design to a commercial producer and the producer is not covered by an applicable Union contract, the Designer shall receive from

## ART. 24 TRANSFERS

## ART. 25 MEDIA PROVISIONS

the commercial producer for the production at the producer's theatre seventy-five percent (75%) of the Designer's contractual fee at the originating LORT Theatre or seventy-five percent (75%) of the originating LORT Theatre's then applicable minimum fee, whichever is greater. Should the Designer be required to perform additional work, the producer and the Designer shall negotiate in good faith additional compensation therefore.

9. The Theatre shall not transfer the designs for the scenery, the scenery as a whole, the designs for the costumes, the complete set of costumes, the design for the lighting or the design for the sound or the sound tapes, discs or other sound media to another theatre or to a producer without the consent of the original Designer.
10. The Theatre shall notify in advance, in writing, the Designer and the Union of its intention to transfer or receive transfer of the production, together with the dates of the production schedule.

### **25. MEDIA PROVISIONS**

- A. Except as expressly provided in this Article 25, no LORT Theatre, subsequent producer or any other third party shall broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of a LORT Theatre production where any part of the scenery, costumes, lighting, sound, and projections for the production or the designs for the same (hereinafter, collectively, "designs") can be seen or heard.
  1. Where a LORT Theatre makes or causes to be made a visual and/or aural record of a production, 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 designs 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" or "Reproduction."
  2. Captured Material may not be used to discipline Designers.
- B. Broadcast. Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts, or any of the artists connected with the production on international, national, state, and local news, arts, and arts award broadcasts; broadcast reviews of the production; talk and entertainment programs; community affairs broadcasts; community service programs; media projects for people with disabilities; T.V. spots; commercials; educational programs; or programs about the production. All of the foregoing shall include, but not be limited to, programs on radio, network and cable television, and the Internet.

## ART. 25 MEDIA PROVISIONS

Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. The Theatre may also capture interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, “Additional Footage”), which must be voluntary. The Designer’s image shall not be used for any type of broadcast or non-broadcast release without the written permission of the Designer.

### 1. During a Rehearsal:

- a. For the purposes of this provision, starting with the first day of rehearsal through the official opening, or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to six (6) consecutive or non-consecutive hours per week.
- b. The Theatre shall endeavor that the capture process shall not prevent the Designer from providing the services for which the Designer has been engaged by the Theatre.
- c. If the Designer is in residence, the Theatre shall make every reasonable effort to give the Designer 24 hours’ notice and give notice if the time of the capture changes.

### 2. At a Performance:

- a. An entire performance may be captured but only by the Theatre or a third party directly engaged by the Theatre. In the event the Capture is unusable or there is a cast change, another Capture of an entire performance may be made.
- b. If possible, when in residence, the Designer must be given 24 hours’ notice of the capture of an entire performance or any part thereof.
- c. Every effort shall be made by the Theatre and the HD capture and/or camera production team, to capture, incorporate, and deliver 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 requirements for the high definition and electronic formats, the lighting design, sound design and projection design (if any) may require alteration.
- d. No additional or altered lighting, sound or projections may be used without consulting the Designer. Such alteration may require additional work. It is intended that in permitting such capture the design shall not be changed and neither the actor nor the audience shall be disturbed in any manner.

### 3. Additional Footage:

- a. The Theatre’s intent is to show the Designer’s work in the best possible light.
- b. The Theatre will consult with the Designer prior to capture of costume fittings.

## ART. 25 MEDIA PROVISIONS

c. There is no time limit on the capture or use of Additional Footage.

4. Provisions Applicable to Performance and Rehearsal:

a. No more than fifteen (15) minutes of edited performance and/or rehearsal per production captured by the Theatre or a third party directly engaged by the Theatre shall be used. The edited footage/material may depict an entire scene or musical number.

b. A news organization or media company may only capture up to thirty (30) minutes of rehearsal and up to thirty (30) minutes of performance per production. No more than three (3) minutes of edited performance or rehearsal footage that is captured by news organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.

The above notwithstanding, a non-profit educational broadcast station may capture up to one (1) hour of rehearsal and up to one (1) hour of performance per production, of which no more than eight (8) minutes of edited performance or rehearsal footage may be broadcast. Such broadcast may not depict an entire scene or musical number.

c. For any violation hereof, other than violations of unauthorized subsequent use of the film or tape, the Theatre shall pay an amount equal to seven (7) times the daily rate that is applicable for the LORT Theatre's Stage Category, to each Designer whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal that arises under a breach of this Rule, which the Designer or the Union has against the Theatre or any third party.

C. Non-Broadcast. Captured material for non-broadcast promotion; publicity; marketing; public relations; fundraising; audience development; education; transfers to other not-for-profit theatres; prize, award, and festival applications; and/or civic, state, and national promotion.

Designers engaged on a production under the terms of this Agreement may participate, and their designs may be used in, the capture of material for use by the Theatre for the aforementioned purposes under the following terms and conditions:

1. All capture of performance and rehearsal must occur in accordance with this provision.
2. The Theatre shall receive no compensation for the exhibition of any material captured under the terms of this provision.
3. The Theatre will provide the Union with the opportunity to view the completed Reproduction.
4. The edited Reproduction under the terms of this provision may constitute up to twenty-five percent (25%) of the captured material but in no case more than a total of fifteen (15) minutes of performance and/or rehearsal. The edited Reproduction may depict an entire scene or musical number.
5. There is no time limit on the use of Additional Footage.

## ART. 25 MEDIA PROVISIONS

6. In the event the Theatre wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Reproduction of the production for this sole purpose(s) and shall notify the Union at the time of submission. In the event the captured material is unusable, another capture of an entire performance may be made. Any such Reproduction made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, or FESTIVAL APPLICATION 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 the Union logo and identify that Designers of the production are represented by the Union.
  7. The Theatre may retain and use Reproductions made under this provision for as long as the Theatre operates under the LORT Agreement, after which the Reproductions shall be transmitted to Actors' Equity Association to be destroyed, and the Theatre shall so inform or cause the Union to be so informed.
  8. The Theatre will maintain control and ownership of all material reproduced by the Theatre and will ensure that it is used for no commercial purposes whatsoever.
- D. Production Work and Transfers. Capture to facilitate production work and transfers to not-for-profit Theatres.
1. Capture:
    - a. For the purposes of production work and the facilitation of transfers to other not-for profit Theatres only, there shall be no time limit on the capture of rehearsal or performance.
    - b. It is intended that in permitting such capture, it shall be unobtrusive and the Designer, the actor, and the audience shall not be disturbed in any manner.
    - c. If possible, while in residence the Designer must be given 24 hours' notice of the capture of an entire performance or any part thereof.
  2. Use:
    - a. 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, actors, understudies, and/or the not-for-profit transferee Theatre's production staff provided such usage remains under the Theatre's control.
    - b. Such material shall be housed on a mutually agreed platform that is password protected and will expire after seven (7) days.

## ART. 25 MEDIA PROVISIONS

- E. Websites and Other Platforms. Up to a total of fifteen (15) minutes of edited rehearsal and/or performance footage per production (which may depict an entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:
1. On websites of the Theatre; transferee not-for-profit Theatres; not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit “booster” organizations; media websites; arts calendar websites (such as Playbill.com); third-party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit service and arts promotion organizations (e.g., United Scenic Artists, Theatre Communications Group, Americans for the Arts);
  2. On websites of sponsors and/or supporters of the Theatre, provided:
    - a. The designs are used solely to acknowledge the sponsorship or support and are not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;
    - b. At the time of contracting, the Theatre solicits from the Designer any current or potential professional conflicts which may limit the use of the Designer’s designs on the sponsor’s or supporter’s website, and the Theatre, based upon the Designer’s written notification, does not use the designs in any way that may pose conflicts;
    - c. The footage is not used for more than two years from the date of the first paid public performance. The Designer may negotiate a lesser time period; and
    - d. The Theatre shall indemnify the Designer against any breach of a Designer exclusivity clause when such breach is a result of a use not authorized by this provision.
  3. Promotional and publicity recordings may be delivered through the following platforms, including, but not limited to: mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. The Theatre may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.
  4. For all usage authorized hereunder, the Theatre’s ticket sale information may be presented on the same “page” as the Reproduction.
  5. The Designer shall receive billing on the Theatre’s website show page in the customary order of Scenic, Costume, Lighting, and Sound. Inadvertent omission of any of the requirements herein shall be rectified upon notification, but, in any event, shall not be considered a material breach of this Agreement.
  6. The above time restrictions apply per distribution point, not per delivery platform. Thus, a permitted Reproduction may be used on a number of different websites, not just one Reproduction for the entire web.

## ART. 25 MEDIA PROVISIONS

7. Reproductions may be changed on an individual distribution point (e.g., a single website) as often as the Theatre wishes, provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.
8. Without the expressed, written consent of the Designer, a LORT Theatre may not post or otherwise disseminate or broadcast images of a Designer's sketches, renderings, plans, drafting, models or other work product to any website or other platform.
9. Use of captured material for any purpose other than specified above is strictly prohibited. For any violation under this provision, the Designer shall be paid an amount equal to seven (7) times the daily rate that is applicable for the LORT Theatre's Stage Category.

### F. Captured Material For Use By Visual/Audio Interpreters.

1. The Theatre may make an audio and/or video Reproduction for the sole purpose of assisting interpreters for the deaf or hearing or visually impaired (hereafter referred to as "Interpreters"). Under no circumstances may any such Reproduction, in whole or in part, be used for any commercial or non-commercial purpose, except as expressly provided herein, without the written consent of the Union and pursuant to terms established by the Union.
2. No copies of the Reproduction shall be permitted. The Reproduction will be adequately secured by the stage manager or the Interpreter to ensure its integrity. Under no circumstances may anyone other than the Interpreter listen to or view the Reproduction.
3. After the stated purpose has been accomplished, the Reproduction will be destroyed by the Theatre.

### G. Archival Recordings. For archival purposes of the Theatre, or other official library theatrical archive, the Theatre 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." The Theatre shall notify in advance, in writing, the Designer and the Union prior to any such filming or taping.

### H. Other Uses of Captured Material.

1. Except in the case of a transfer of the production from another not-for-profit Theatre where the subsequent theatre has engaged the Designers of the production captured in the material, should the Theatre use captured material from a previous production or a production produced by a different Theatre, the original production will be so identified (e.g., "footage from original Goodman Theatre production 2009"). The Theatre may utilize captured material from another production to promote and publicize a separately produced production for which all of the original Designers have not been engaged, only with additional payments to any Designer of the original production not engaged, as negotiated by the Union.

## ART. 25 MEDIA PROVISIONS

2. The Theatre may furnish captured material to a commercial producer for promotional and publicity purposes only, provided the commercial producer makes additional payment to the Designers of the production as negotiated by the commercial producer with the Union.
3. Except in the case of a transfer of the production to another not-for-profit Theatre which includes the work of all Designers of the original production, the Theatre may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, only with additional payments to each Designer of the original production as negotiated by the Union.
4. The Union may obtain and use footage from any production (including closed productions), for the purposes of promoting and branding the Union, provided the Union credits both the Theatre and the production.
5. The Theatre may furnish captured material of a production to another not-for-profit theatre for the purposes of encouraging or facilitating tours, transfers, future productions of the play, or future developmental work on the play. In all cases, the Theatre shall notify the Union and the original Designers when captured material is used under this provision. Such material shall be housed on a mutually agreed platform that is password-protected and will expire after seventy-two (72) hours.
6. The Theatre may make a capture of an entire production available on a password-protected or otherwise restricted platform for use during in-class instruction, at K-12 educational institutions and any accredited college, university or conservatory, but only as part of a curriculum developed by the Theatre and/or the educational institution and provided the Theatre is not compensated outside of a nominal administrative fee. The Theatre will inform the Union and the Designers when sharing a capture under this provision, including the amount of the administrative fee. Should any captured material created under this provision be licensed or otherwise provided to a third party for distribution, additional compensation shall be paid to the Designers as per Article 25(I) herein.
7. The Theatre shall have the right to simulcast live and in real time, a regularly scheduled performance or stream a captured performance through a password-protected or otherwise restricted website to a place of public assembly (e.g., community center, VFW hall, school auditorium, city park, military base, prison) for the purposes of community outreach/audience development. This stream must occur during the regularly scheduled performance run of the production. Should the Theatre sub-contract a third party to effect the simulcast, Theatre will maintain control and management over the simulcast. The Theatre will submit to the Union a usage form that reports the production, date, location, number of attendees, ticket revenue, if any, and third-party production company, if any. Further, any ticket revenue will be included in the Theatre's Certified Weekly Box Office Receipts. This provision is not intended

to provide use for any Broadcast or Distribution of an Entire Production as described in Article 25(I) herein.

8. The Theatre shall have the right to set up closed circuit viewing of a regularly scheduled performance to an alternate location only within the Theatre's facility to accommodate special needs and overflow audience members and for unique Theatre functions within the Theatre's facilities (e.g., under 30 night in the Theatre's bar). The Theatre will submit to the Union a usage form that reports the production, date, location, number of seats, number of attendees and ticket revenue, if any. Further, any ticket revenue will be included in the Theatre's Certified Weekly Box Office Receipts. This provision is not intended to provide use for any Broadcast or Distribution of an Entire Production as described in Article 25(I) herein.
- I. Broadcast or Distribution of an Entire Production or a Section Over Fifteen (15) Minutes Up To the Entire Production. Where more than an aggregate total of fifteen (15) minutes of live images and/or captured material from a single production is used or licensed by the Theatre, the Theatre or its licensee shall pay or cause to be paid to the Designer(s) as follows:
1. For broadcast of a partial production a rate shall be negotiated by the Theatre and the Union.
  2. For a non-commercial broadcast of an entire production, fifty percent (50%) of the Designer's contractual fee with the Theatre for the Designer's design of the production for the Theatre, or fifty percent (50%) of the then current applicable minimum fee, whichever is greater; however, in no event shall the Designer receive less than two thousand five hundred dollars (\$2,500.00) in payment for a non-commercial broadcast.
  3. For a commercial broadcast of an entire production, seventy-five percent (75%) of the Designer's contractual fee with the Theatre for the design of the production for the Theatre, or seventy-five percent (75%) of the then current applicable minimum fee, whichever is greater; however, in no event shall the Designer receive less than five thousand dollars (\$5,000.00) in payment for a commercial broadcast.
  4. The Theatre shall not create or license the creation of products including, but not limited to, compact discs (CDs), digital video discs (DVDs), Blu-Ray, or other direct to the public media, or electronic download, made from captured material, without reaching an agreement for such creation and distribution with the Union.
  5. Where a LORT Theatre desires to create merchandise from the Designer's sketches, renderings, models, plans, or other work product, the Theatre shall negotiate with the Designer and the Designer shall approve the terms and conditions for such distribution.
  6. On any capture that is created for Broadcast or Distribution as described herein, the Designer shall have the right, but not the obligation, to participate in the high-definition production or Capture process.

## ART. 25 MEDIA PROVISIONS

7. Any review and consultation to prepare the scenery, costumes, lighting, sound and projections 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.
  8. Should any Designer be required by the Theatre or licensee to perform additional design services, the rate shall be negotiated in good faith at terms not less than the current applicable day rate for the live stage production. Such work shall be set forth in an additional rider to the Cover Sheet and filed with the Union.
  9. In the event the Theatre or licensee engages an HD Lighting Director for the Capture, they shall be engaged on a Union Project Agreement at a fee to be negotiated in good faith.
  10. Should the stage Lighting Designer be engaged to serve as the HD Lighting Director for the Capture, which shall be in addition to the compensation due to the stage Lighting Designer as per Article 10 herein, such work as the HD Lighting Director shall be as per the terms of this Article and shall be set forth on an LIAA, or in an additional rider to the Cover Sheet and filed with the Union.
- J. For all broadcasts and recordings of a production where the design(s) of the production can be seen or heard, the Designer(s) shall receive billing as follows, unless otherwise agreed: Scenery designed by \_\_\_\_\_, Costumes designed by \_\_\_\_\_, Lighting designed by \_\_\_\_\_, Sound designed by \_\_\_\_\_, Projections designed by \_\_\_\_\_.
- K. Except as may be otherwise provided herein, all captured material that a LORT Theatre shall provide to a third party for any purpose whatsoever, shall remain the property and responsibility of the LORT Theatre.
- L. The Union and LORT 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, Simulcasts or Web Streaming, and LORT and its member Theatres, and the Union and its members have taken and will continue to take appropriate action to advance that interest.
- LORT agrees to work with Local USA 829 and the other unions to make a Public Service Announcement (PSA) which shall precede each and every release, simulcast or stream of the captured material.
- M. Theatres have the right to allow audience members to take photographs inside the auditorium before and after performances and during intermission. The Theatre will prominently post in the lobby and/or in print in the Theatre's program for the production guidelines for the use of any such photography including Designer credits and social media handles or tags.

- N. At the Designer's request, the Theatre shall provide to the Designer the Theatre's production photos for use on their personal websites and/or portfolios at no cost to the Designer, provided the photos are not restricted by third party agreements (e.g., photographer's intellectual copyright or actor's photo approval) and provided there will be no additional cost to the Theatre.

## **26. ASSISTANT DESIGNERS**

- A. If the Theatre and the Designer have agreed that the services of a non-staff Assistant Designer are required, the Theatre, in its sole and absolute discretion, may engage an Assistant Designer on a LORT-USA Assistant Designer's Agreement, annexed hereto as Schedule B-8, or by another manner mutually agreed to by the Theatre and the Designer.

The LORT-USA Assistant Designer's Agreement shall provide as follows:

1. The Assistant Designer's compensation shall be negotiable between the Theatre and the Assistant Designer;
  2. The Theatre shall make full Pension and Welfare contributions under Article 11 of this Agreement based on the negotiated compensation;
  3. The terms of Article 7, Equity Diversity, Inclusion, and Access / Non-Discrimination, Anti-Harassment; Article 13, Union Dues (Check Off); Article 16, Transportation; Article 17, Housing; Article 18, Reimbursable Expenses; Article 21, Safety and Health; Article 26(D), Union Security for Non-staff Assistant Designers; Article 27, Grievance and Arbitration; and Article 28, No Strike - No Lockout shall apply to the Assistant Designer;
  4. The Assistant Designer shall receive billing in the program;
  5. The Theatre will indemnify, defend, save, and hold the Assistant Designer, their agents, heirs, executors, administrators, and assigns harmless from and against any and all liability, charges, costs, expense claims, and/or other loss whatsoever, including reasonable attorney fees, which the Assistant Designer may suffer by reason of the designs furnished hereunder. The Theatre agrees to carry comprehensive General Liability Insurance applicable to any claims that might arise due to any work performed under this Agreement;
  6. Any rider or addendum mutually agreed to by the Theatre and the Assistant Designer, and approved by the Union, shall be attached to and become part of this Agreement.
- B. At the Designer's request, the Theatre shall arrange with the University/Resident Theatre Association to be the employer of record for the purpose of compensating the non-staff Assistant Designer, in which case the Theatre and the Designer shall agree on such Assistant Designer's compensation. The payments by the Theatre to U/RTA shall be sufficient to cover contributions in an amount equal to twenty-two and one quarter percent (22.25%) of earnings to the United Scenic Artists Pension Fund and the IATSE National Benefits Funds, increasing by one-half percent (0.5%) in the third (3rd) and fourth (4th) years of this Agreement. The amount shall be distributed

ART. 26 ASSISTANT DESIGNERS

ART. 27 GRIEVANCE AND ARBITRATION

ten and one quarter percent (10.25%) to the United Scenic Artists Pension Fund for the term of this Agreement. The Welfare rate contribution to the IATSE National Benefits Funds for each year is below:

| As of<br><u>7/1/24</u> | As of<br><u>7/1/25</u> | As of<br><u>7/1/26</u> | As of<br><u>7/1/27</u> |
|------------------------|------------------------|------------------------|------------------------|
| 12%                    | 12%                    | 12.5%                  | 13%                    |

However, the Union may inform LORT no later than May 1, 2027, that the one-half percent (0.5%) Welfare rate increase effective July 1, 2027, shall instead be allocated to the United Scenic Artists Local 829 Pension Fund.

The contributed amount shall be in addition to any service charges or fees required by U/RTA.

- C. In the event that LORT is unable to reach agreement with U/RTA to provide the above payroll services, LORT may elect to utilize another payroll entity to provide them, subject to the consent of the Union, which shall not be unreasonably withheld.
- D. Subject to the provisions of applicable law, each non-staff Assistant Designer subject to this section shall be required to make application to join the Union upon that Assistant Designer's engagement for a fourth (4th) such service. The foregoing Union Security provision shall not apply to matriculated students. This provision shall not apply to A+ Stages, which are governed by a separate Addendum between the parties.

**27. GRIEVANCE AND ARBITRATION**

- A. In the event of a difference, dispute, or controversy (hereinafter referred to as the "Grievance") between the Union and the Theatre or LORT arising under, out of, or relative to this Agreement, a Cover Sheet, or any Rider annexed to a Cover Sheet, adjustment of such Grievance shall be undertaken in accordance with the following procedure:
- B. The Union and LORT agree that a prompt attempt will be made to settle the Grievance amicably in preliminary discussions between the Theatre and the Designer or the Union. Notwithstanding the foregoing, the Union agrees to give the Theatre and LORT's General Counsel immediate notice, in writing, of any claim it believes to be meritorious, which shall include an identification of the contractual provision alleged to have been violated and a description of the facts underlying the claim.
- C. If the Grievance is not resolved pursuant to Paragraph B above, either the Union or LORT may submit the Grievance for review and possible resolution by a Grievance Committee comprised of three (3) individuals designated by the Union and three (3) individuals designated by LORT. In rendering a decision, the Union's representatives and LORT's representatives shall each cast, in the aggregate, one (1) vote. A decision of the Grievance Committee shall be final and binding on the parties only if there are two (2) concurring votes. Such decisions may be enforced in any court of competent jurisdiction. The Grievance Committee shall convene in New York City.

ART. 27 GRIEVANCE AND ARBITRATION

ART. 28 NO STRIKE - NO LOCKOUT

ART. 29 SAVING CLAUSE

ART. 30 PARAGRAPH HEADINGS

- D. Should the Grievance Committee fail to resolve the Grievance, either party may submit the Grievance to arbitration. Notwithstanding the foregoing, either the Union or LORT may decide to waive the Grievance procedure and proceed directly to arbitration.
- E. After notice, in writing, to the other party and to the other party's counsel, either the Union or LORT may file a request for arbitration in New York City with the American Arbitration Association pursuant to its then existing Voluntary Labor Arbitration Rules. The arbitration shall be by one (1) arbitrator, whose fees and expenses, including those normally charged by the American Arbitration Association, should be borne equally, fifty percent (50%) by LORT, fifty percent (50%) by the Union.
- F. Where Grievances are subject to arbitration under this Agreement, they shall be decided in accordance with the laws of the State of New York. Arbitration shall be the sole and exclusive remedy for unresolved Grievances arising under this Agreement, any Cover Sheet, or any Rider. All arbitration proceedings shall take place in New York City. The decision of the arbitrator shall be final and binding, and may be enforced in any court of competent jurisdiction.
- G. The Union shall act on behalf of the Designer in any arbitration proceedings. No Designer is authorized to commence any arbitration proceeding, except with the consent of the Union. LORT shall act on behalf of the Theatre in any arbitration proceedings, unless LORT's Board of Directors shall decline to have LORT represent the Theatre, in which event the Theatre may represent itself. No Theatre is authorized to commence any arbitration proceeding, except with the consent of LORT. Copies of all demands, notices, and correspondence pertaining to any and all arbitrations, whether LORT represents the Theatre or not, served by the Union upon the Theatre shall also be served upon LORT's General Counsel.

**28. NO STRIKE - NO LOCKOUT**

During the term of this Agreement there shall be no work stoppages, slowdowns, strikes or lockouts.

**29. 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 LORT, the remaining provisions of this Agreement shall not be affected but shall remain in full force and effect.

**30. PARAGRAPH HEADINGS**

Paragraph headings are for reference purposes only.

ART. 31 AMENDMENT  
ART. 32 TERM OF AGREEMENT  
ART. 33 NOTIFICATION

**31. AMENDMENT**

This Agreement may not be changed, modified, renewed, extended, or discharged except by an agreement in writing signed by the Union and LORT.

**32. TERM OF AGREEMENT**

The term of this Agreement shall be for four (4) years (the "Term"). The first day of the Term shall be July 1, 2024, and the last day of the Term shall be June 30, 2028.

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

**33. NOTIFICATION**

The parties hereby agree that at least sixty (60) days prior to the termination of this agreement, they will enter into negotiations for renewal, modification, or a new working Agreement between the Union and LORT.

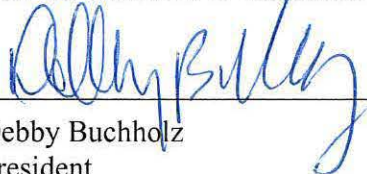
SIGNED AS OF THIS 16th DAY OF September, 2025

UNITED SCENIC ARTISTS, LOCAL USA 829

BY: 

Carl Mulert  
National Business Agent

LEAGUE OF RESIDENT THEATRES

BY: 

Debby Buchholz  
President

**Sideletter #1**

as of July 1, 2024

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

Re: Theatre for Young Audiences

Dear Carl:

With respect to the phrase “children’s theatre productions” in Article 5(A) of the Agreement between the League of Resident Theatres (“LORT”) and United Scenic Artists, Local USA 829, LORT hereby warrants and represents that it does not, as collective bargaining association, have the authority to represent or negotiate for its member Theatres regarding their activities under or pursuant to Actors’ Equity Association’s Theatre for Young Audiences contract.

Sincerely,



Debby Buchholz  
LORT President

Accepted and agreed:



National Business Agent, Local USA 829

**Sideletter #4**

as of July 1, 2024

Debby Buchholz  
LORT President  
La Jolla Playhouse  
2910 La Jolla Village Dr.  
La Jolla, CA 92037

Re: Protected Theatres

Dear Debby:

In the course of our recent negotiations, the League of Resident Theatres ("LORT") and United Scenic Artists, Local USA 829 (the "Union") agreed on the need for special treatment of certain Theatres, called "Protected Theatres." A Protected Theatre is one that has an accumulated deficit that is ten percent (10%) or greater of its annual operating budget for C and D Theatres, or twenty-two percent (22%), for B+ and B Theatres.

A Protected Theatre has the right to reduce a Designer's compensation by five percent (5%) at A and B+ stages, by ten percent (10%) at B and C1 stages and by fifteen percent (15%) at C2 and D stages. A Protected Theatre must pay full fees for commercially enhanced productions.

A Theatre will continue on Protected Theatre status until it operates for one whole fiscal year with an accumulated deficit of less than ten percent (10%) of its annual operating budget for C and D Theatres, or twenty-two percent (22%), for B+ and B Theatres.

At the same time that a Theatre applies to Actors' Equity Association ("AEA") for status as a Protected Theatre and provides AEA with documentation in support of the application, the Theatre shall also provide the Union with the same documentation.

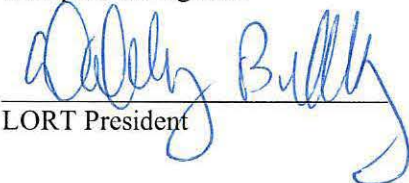
In any event, the determination of AEA when in accordance with the foregoing rules for the determination of Protected Theatre status, shall be binding.

Sincerely,



Carl Mulert  
National Business Agent, Local USA 829

Accepted and agreed:

  
LORT President

**Sideletter #6**

as of July 1, 2024

Carl Mulert  
National Business Agent  
United Scenic Artists, Local USA 829  
27 West 26th Street, 9th Floor  
New York, NY 10010

Re: Tony-Eligible LORT Productions

Dear Carl:

The League of Resident Theatres ("LORT") agrees that if a member Theatre originates a production in a non-LORT, Tony-eligible house, such production will be produced under the Union's agreement with the Broadway League.

Sincerely,

  
Debby Buchholz  
LORT President

Accepted and Agreed:



National Business Agent, Local USA 829

**Sideletter #9**

as of July 1, 2024

Carl Mulert  
National Business Agent  
United Scenic Artists, Local USA 829  
27 West 26th Street, 9th Floor  
New York, NY 10010

Re: Roundabout Theatre Company

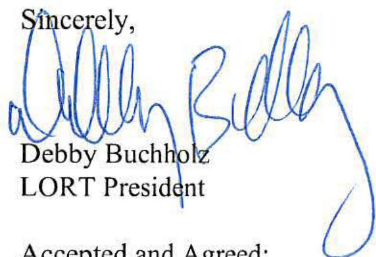
Dear Carl:

In the course of our recent negotiations, USA and LORT agreed to the following:

When Roundabout produces a "Roundabout Underground" project under the LORT-AEA Experimental Theatre provisions in its non-categorized venue, Designers engaged, in all design categories, on such project shall be paid the following fees:

| As of<br><u>7/1/24</u> | As of<br><u>7/1/25</u> | As of<br><u>7/1/26</u> | As of<br><u>7/1/27</u> |
|------------------------|------------------------|------------------------|------------------------|
| \$3,891                | \$4,008                | \$4,128                | \$4,293                |

Sincerely,



Debby Buchholz  
LORT President

Accepted and Agreed:



National Business Agent, Local USA 829

**Sideletter #12**

as of July 1, 2024

Carl Mulert  
National Business Agent  
United Scenic Artists, Local USA 829  
27 West 26th Street, 9th Floor  
New York, NY 10010

Re: Mutual Education Efforts

Dear Carl:

In the course of our recent negotiations, LORT and USA agreed that continuing education is in the best interest of LORT, USA, and their respective members. As the membership and staff of both organizations continue to grow and evolve, issues of communications and timeliness continue to be relevant to both parties.

USA will renew its commitment to an educational effort with its members and membership candidates, through memos and its regular publications, on the importance of the timeliness of returning executed contracts, submission of designs and design specifications, and communication with the Theatre.

LORT will renew its commitment to an educational effort with its members through memos and other communications, about the importance of timely payment of compensation, Pension and Welfare contributions, and expense reimbursements to Designers. LORT will also send communications to its members clarifying that the Personal Expenses Reimbursement is separate and distinct from the production expense reimbursement or any reimbursement due for travel, including meals while in transit, and will communicate with its members regarding best practices for specifying the total number of days of the Designer's residence and subsequent increases or decreases to the residency days.

Sincerely,

  
Debby Buchholz  
LORT President

Accepted and Agreed:



National Business Agent, Local USA 829

**Sideletter #13**

as of July 1, 2024

Carl Mulert  
National Business Agent  
United Scenic Artists, Local USA 829  
27 West 26th Street, 9th Floor  
New York, NY 10010

Re: Residencies for Out-of-Town Designers

Dear Carl:

Effective July 1, 2025, for an out-of-town Designer, the minimum Scenery and Costume Design Fees and minimum Lighting and Sound Design Fees shall include up to the following consecutive or non-consecutive days in residence (inclusive of days off within a residency period):

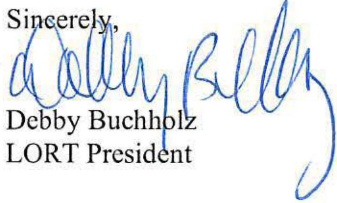
|    | SCENERY AND COSTUME    |                        |                        | LIGHTING AND SOUND     |                        |                        |
|----|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
|    | As of<br><u>7/1/25</u> | As of<br><u>7/1/26</u> | As of<br><u>7/1/27</u> | As of<br><u>7/1/25</u> | As of<br><u>7/1/26</u> | As of<br><u>7/1/27</u> |
| A+ | 29 days                | 28 days                | 27 days                | 25 days                | 25 days                | 25 days                |
| A  | 27 days                | 26 days                | 25 days                | 23 days                | 22 days                | 21 days                |
| B+ | 24 days                | 23 days                | 22 days                | 20 days                | 19 days                | 18 days                |
| B  | 24 days                | 23 days                | 22 days                | 20 days                | 19 days                | 18 days                |
| C1 | 22 days                | 21 days                | 20 days                | 18 days                | 17 days                | 16 days                |
| C2 | 20 days                | 19 days                | 18 days                | 16 days                | 15 days                | 15 days                |
| D  | 15 days                | 15 days                | 14 days                | 15 days                | 15 days                | 14 days                |

For each day in residence beyond those included in the minimum fee, the Theatre shall pay to the Designer the following rate per day (not the Daily Rate in Schedule C):

|    |       |
|----|-------|
| A+ | \$457 |
| A  | \$326 |
| B+ | \$296 |
| B  | \$296 |
| C1 | \$239 |
| C2 | \$206 |
| D  | \$164 |

This Sideletter shall sunset at the expiration of the term of this Agreement.

Sincerely,

  
Debby Buchholz  
LORT President

Accepted and Agreed:



National Business Agent, Local USA 829

**Sideletter #14**

as of July 1, 2024

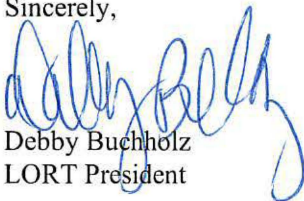
Carl Mulert  
National Business Agent  
United Scenic Artists, Local USA 829  
27 West 26th Street, 9th Floor  
New York, NY 10010

Re: USA Design Membership Candidate Program

Dear Carl:

LORT will remain neutral as to Theatres using the LORT-USA Assistant Designer's Agreement to engage an individual who is a member of any USA Design Membership Candidate program.

Sincerely,



Debby Buchholz  
LORT President

Accepted and Agreed:



National Business Agent, Local USA 829

**Sideletter #15**

as of July 1, 2024

Debby Buchholz  
LORT President  
La Jolla Playhouse  
2910 La Jolla Village Dr.  
La Jolla, CA 92037

Re: Membership Candidates on A+ Stages

Dear Debby:

The Union has established a Membership Candidate program to provide on-the-job training for early career, non-member designers working as Assistant Designers on Broadway productions. This program provides professional design opportunities and a pathway to Union membership for those individuals who have been historically marginalized and underrepresented in the theatre industry.

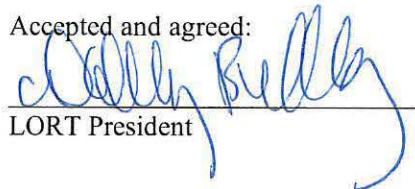
LORT and the Union have agreed that the terms contained in the 2023-2025 Broadway Design Membership Candidate Side Letter (as provided to LORT by the Union during the parties' 2024 negotiations) shall apply to all A+ stages at LORT Theatres, with the exception of weekly salary which shall be established at a fifteen percent (15%) reduction from the Assistant Salary outlined in Schedule A – Rates for A+ Productions.

Sincerely,



Carl Mulert  
National Business Agent, Local USA 829

Accepted and agreed:

  
LORT President

**Sideletter #16**

as of July 1, 2024

Debby Buchholz  
LORT President  
La Jolla Playhouse  
2910 La Jolla Village Dr.  
La Jolla, CA 92037

Re: Alternative Payment Schedule and/or Structure

Dear Debby:

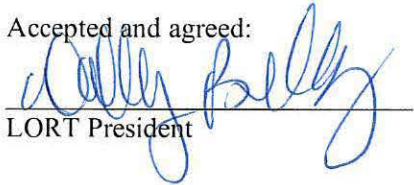
If a Theatre engages Designers as employees who receive an IRS Form W-2, for each Designer engaged by the Theatre as an employee who receives an IRS Form W-2, the Theatre may replace the payment schedule as set forth in Article 10(C) with an alternative payment schedule and/or structure, provided the Theatre informs the Designer in writing when hired of the terms of the alternative payment schedule or structure.

Sincerely,



Carl Mulert  
National Business Agent, Local USA 829

Accepted and agreed:

  
LORT President

## **Sideletter #17**

as of July 1, 2024

Carl Mulert  
National Business Agent  
United Scenic Artists, Local USA 829  
27 West 26th Street, 9th Floor  
New York, NY 10010

Re: LORT-USA Media Side Letter

Dear Carl:

In the course of our recent negotiations, LORT and USA agreed to the following:

### **1. Virtual Tickets**

- A. During the originally scheduled run of the production, and provided that all Designer fees and benefits have been paid in full for the production:
  - 1. In addition to the use provided for under Article 25(H)(7), the Theatre shall have the right to simulcast live and in real time a regularly scheduled performance and/or host a recording of a full performance captured under Article 25, on a password-protected website (the "Captured Performance"), at any time during the originally scheduled run through the four (4) weeks following the final performance of the originally scheduled run.
  - 2. The Theatre shall have the right to make the Captured Performance available to patrons for the purposes of fulfilling the Theatre's obligations to subscribers/season ticket holders, replacing or supplementing single ticket sales of in-person performances, or otherwise engaging with patrons who cannot or prefer not to attend a performance in person.
  - 3. Any ticket revenue from Captured Performance sales will be included in the Theatre's Certified Weekly Box Office Receipts.
  - 4. No additional payments will be due to the Designer for such use.
- B. For a production that ceases in-person performances (i.e., where the remainder of a production's run is cancelled), and provided that all Designer fees and benefits have been paid in full for the production:
  - 1. The Theatre shall have the right to make a Captured Performance available for patrons to purchase for the remainder of the originally scheduled run or four (4) weeks, whichever is longer.
  - 2. After the initial streaming period, the Theatre shall have the right to make the Captured Performance available for streaming, provided the Designer is paid Additional Weekly Compensation according to the schedule in Article 23(A) or the LORT/USA A+ Addendum "if extended" rate, as applicable, for each additional week that the Captured Performance is streamed. All such additional payments will be subject to Pension and Welfare contributions as set forth in the LORT/USA Agreement.
- C. In no event shall the total number of tickets sold for in-person attendance plus simulcast/hosted viewings of a Captured Performance exceed the total number of tickets that would be available for in-person attendance of the production (i.e., the capacity of the theatre for the duration of the originally scheduled run plus any additional weeks, as applicable).

## 2. Digital Revivals

- A. The Theatre shall have the right to stream a Captured Performance of a closed production, provided:
  - 1. In no event shall the views per week exceed two hundred percent (200%) of the stage's normal seating capacity for eight (8) performances, except that for theatres with 350 seats or fewer, the views per week may not exceed three hundred percent (300%) of the stage's normal seating capacity for eight (8) performances.
  - 2. The Designer is paid Additional Weekly Compensation according to the schedule in Article 23(A) or the LORT-USA A+ Addendum "if extended" rate, as applicable, for each week of Digital Revival streaming paid by viewers and fifty percent (50%) of the aforementioned rate for each week of Digital Revival streaming offered free to viewers. Additionally, if the cumulative digital ticket revenue received by the Theatre from the Digital Revival exceeds \$100,000, the Designer shall receive four percent (4%) of their original contractual fee (plus applicable benefits on that amount), and for each additional \$100,000 in digital ticket revenue received by the Theatre, the Designer shall receive an additional four percent (4%) of their original contractual fee (plus applicable benefits on that amount).
  - 3. The Theatre shall contribute \$370.00 to the IATSE National Benefits Funds on behalf of each Designer.
  - 4. For any Digital Revival of a production that was captured before the effective date of this side letter, the Theatre must contact all Designers to secure unanimous approval (Designers who do not respond within two (2) weeks shall be counted as an abstention).

## 3. Terms Applicable to Virtual Tickets and Digital Revivals

- A. The Theatre shall notify the Designer of the intention to capture a production at the point of hire if possible, or no less than seventy-two (72) hours prior to the capture, except in an emergency, in which case as much notice as possible will be given. The Designer may provide the Theatre with recommendations and considerations for facilitating the capture or recording, which shall be duly considered.
- B. Every effort shall be made by the Theatre and the HD capture and/or camera production team, to capture, incorporate, and deliver 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 requirements for the high definition and electronic formats, the lighting design, sound design, and projection design (if any) may require alteration.

Should any Designer be required by the Theatre to perform additional design services related to a Virtual Ticket and/or Digital Revival capture, the rate shall be not less than the current applicable day rate for the live stage production. Such work shall be set forth in the Supplement to the Cover Sheet and filed with the Union.
- C. Should the Theatre sub-contract a third party to effect the Captured Performance, the Theatre will maintain control and management over the Captured Performance.
- D. Using a form to be agreed upon by LORT and the Union, the Theatre will submit to USA a usage form that reports the production, date, location, number of attendees, ticket revenue, if any, and third party production company, if any, no later than two (2) weeks after the final week of streaming.
- E. The Theatre shall simulcast or host a Captured Performance on a password-protected site where the Captured Performance is non-downloadable (e.g., Vimeo).

- F. The Theatre will maintain control and ownership of the Captured Performance and will ensure that it is used for no commercial purposes whatsoever, other than as described herein or in the LORT/USA Agreement.
- G. A Captured Performance shall be promptly removed from the hosting site after all streaming of the Captured Performance has concluded. In no event shall a Captured Performance be available on the hosting site for more than two (2) weeks after the final ticket sale for viewing the Captured Performance.
- H. The following shall precede each and every release, simulcast, or stream of captured material under these provisions:
1. The Public Service Announcement (PSA) developed under Article 25(L).
  2. The following message: *This recording is meant for private viewing only and may not be screened for any other purpose. Under no circumstances may this recording be shared or duplicated. This recording has been made available in partnership with the employees represented by Actors' Equity Association, Stage Directors & Choreographers Society, and United Scenic Artists, Local USA 829, IATSE.*
- I. For Virtual Ticket streaming/simulcasting and Digital Revivals, the Designer(s) shall receive billing as follows, unless otherwise agreed: Scenery designed by \_\_\_\_\_, Costumes designed by \_\_\_\_\_, Lighting designed by \_\_\_\_\_, Sound designed by \_\_\_\_\_, Projections designed by \_\_\_\_\_.
- J. This Side Letter shall sunset at the expiration of the term of this Agreement.

Sincerely,

  
Debby Buchholz  
LORT President

Accepted and Agreed:



National Business Agent, Local USA 829

## **Sideletter #18**

as of July 1, 2024

Carl Mulert  
National Business Agent  
United Scenic Artists, Local USA 829  
27 West 26th Street, 9th Floor  
New York, NY 10010

Re: LORT Bargaining Unit

Dear Carl:

In the course of our recent negotiations, USA and LORT agreed that, as of the effective date of this Agreement, Center Theatre Group's Ahmanson Theatre, Court Theatre, Ford's Theatre, Marin Theatre Company, Round House Theatre, Signature Theatre, and Steppenwolf Theatre Company shall be covered by the LORT/USA Agreement and conform to all of its terms and conditions, except as follows:

1. Center Theatre Group's Ahmanson Theatre ("CTG/Ahmanson")
  - A. CTG/Ahmanson shall not reduce its coverage of Projection Designers.
  - B. For the term of this Agreement until the applicable category minimums catch up to these rates:
    1. Minimum Fees are frozen at \$12,131 for Scenery and Costumes and \$10,882 for Lighting, Sound, and Projection
    2. AWC is frozen at \$384
    3. Daily Rate is frozen at \$448
  - C. The Side Letter on Residencies for Out-of-Town Designers shall not apply to CTG/Ahmanson until the applicable category minimums catch up to the above rates.
  - D. CTG/Ahmanson will continue to recognize Assistants to the Scenic Designer, Costume Designer, Lighting Designer, Projection Designer, and Sound Designer under the following terms:
    1. Assistants to the Scenic Designer, Costume Designer, Lighting Designer, Projection Designer, and Sound Designer may be engaged at the request of the Designer subject to the approval of CTG/Ahmanson which approval shall not be unreasonably withheld. The work of the Assistant shall be to assist the Designer in the work of the Designer.
    2. A separate agreement (which may, at the Theatre's option, be the LORT-USA Assistant Designer's Agreement, annexed to the LORT/USA Agreement as Schedule B-8) must be filed with and approved by the Union for each Assistant and required fees filed accordingly, including required pension and welfare payments.
    3. Depending on the location of the Designer, it may be necessary to hire Assistants in other cities in addition to those hired in Los Angeles. The Union and CTG/Ahmanson agree to review and determine compensation for such situations on a case-by-case basis, payment in total to be no less than the Union minimum scale for Assistants set forth below.
    4. All Assistants shall be employed at no less than the following salary, to be paid weekly (a week is defined as five (5) consecutive days):

|              |               |               |               |               |
|--------------|---------------|---------------|---------------|---------------|
|              | <u>7/1/24</u> | <u>7/1/25</u> | <u>7/1/26</u> | <u>7/1/27</u> |
| Weekly Rate: | \$1,335       | \$1,362       | \$1,396       | \$1,438       |

If an Assistant works for a sixth (6th) day in one work week, and with the approval of CTG/Ahmanson (e.g., the General Manager or the Company Manager), they shall be

compensated at a rate of no less than one-fifth (1/5) the Weekly Rate. If an Assistant works for the seventh (7th) day in one work week, and with the approval of CTG/Ahmanson (e.g., the General Manager or the Company Manager), they shall be compensated at a rate no less than one-third (1/3) the Weekly Rate.

|              | <u>7/1/24</u> | <u>7/1/25</u> | <u>7/1/26</u> | <u>7/1/27</u> |
|--------------|---------------|---------------|---------------|---------------|
| 6th Day Rate | \$267         | \$272         | \$279         | \$287         |
| 7th Day Rate | \$446         | \$455         | \$466         | \$480         |

CTG/Ahmanson shall pay Assistants weekly. Compensation for five-day weeks is due the week following the week in which the work was performed. Compensation for 6th and 7th Day Rates is due the week following the week in which the work was performed, provided a time-card has been submitted by the Assistant Designer.

2. Court Theatre

- A. Court shall not reduce its coverage of Projection Designers.
- B. For the term of this Agreement until the applicable category minimums catch up to these rates:
  - 1. Minimum Fees are frozen at \$4,728 for Scenery, Costume, Lighting, and Sound
  - 2. Daily rate is frozen at \$209
  - 3. AWC for 46 to 80 performances is frozen at \$98.92 and AWC for 81 performances or more is frozen at \$138.47
- C. The Side Letter on Residencies for Out-of-Town Designers shall not apply to Court until the applicable category minimums catch up to the above rates.

3. Ford's Theatre

- A. For the term of this Agreement until the applicable category minimums catch up to these rates:
  - 1. Minimum Fees are frozen at \$8,631 for Scenery and Costumes and \$6,438 for Lighting and Sound
  - 2. AWC is frozen at \$246
- B. The Side Letter on Residencies for Out-of-Town Designers shall not apply to Ford's until the applicable category minimums catch up to the above rates.

4. Marin Theatre Company

- A. MTC shall not reduce its coverage of Projection Designers.
- B. For the term of this Agreement until the applicable category minimums catch up to these rates, minimums are frozen as follows:

|                                                                                                                                   |         |
|-----------------------------------------------------------------------------------------------------------------------------------|---------|
| Fee for Scenic Designers, 225 Seats/Multi Set/Unit Set [More than Three Phases]; Costume Designers, 225 Seats/20 or Less Costumes | \$4,403 |
| Projection Designer                                                                                                               | \$3,137 |
| Fee for Lighting Designer, 225 Seats/Multi Set/Unit Set [More than Three Phases]                                                  | \$4,275 |
| Daily Rate                                                                                                                        | \$256   |

A Unit Set/Multi Set with more than six phases or scenes, or servicing more than one play, will require additional negotiated compensation. More than 30 costumes will require an additional negotiated compensation.

- C. The Side Letter on Residencies for Out-of-Town Designers shall not apply to MTC for Designers in the above categories until the applicable category minimums catch up to the above rates.

D. MTC will continue to recognize Assistant Scenery Designers, Assistant Costume Designers, Assistant Lighting Designers, Assistant Sound Designers, and Assistant Projection Designers under the following terms:

1. Assistants to the Scenic, Costume, Lighting, Sound, and/or Projection Designer may be engaged by MTC at the request of the Designer(s) subject to approval of MTC, which shall not be unreasonably withheld. The work of the Assistant is to support the Designer in the work of the Designer.
2. An Assistant's terms of employment will be filed under a separate cover sheet (which may, at the Theatre's option, be the LORT-USA Assistant Designer's Agreement, annexed to the LORT/USA Agreement as Schedule B-8), including full Pension and Welfare contributions based on the gross weekly salary filed with and approved by the Union. Pension and Welfare payments shall be sent to the appropriate Union office.
3. It is understood that a workweek shall be five (5) days. The sixth day if worked shall be prorated at one-fifth (1/5) of Assistant's weekly salary. It is also understood that a "company day off" (seventh day) will be granted to the Assistant. If required to work on the "company day off" (seventh day), the Assistant will be granted two-fifths (2/5) of Assistant's weekly salary.
4. Assistant Designers shall be paid weekly.
5. If the Assistant is required to travel more than fifty (50) miles from Assistant's place of residence, MTC will be responsible for transportation, lodging, and expenses related to the production.
6. Assistant Designers will be paid the following minimum fees:

|        | <u>7/1/24</u> | <u>7/1/25</u> | <u>7/1/26</u> | <u>7/1/27</u> |
|--------|---------------|---------------|---------------|---------------|
| Weekly | \$921         | \$958         | \$996         | \$1,036       |
| Daily  | \$231         | \$240         | \$250         | \$260         |

5. Round House Theatre

- A. For the term of this Agreement until the applicable category minimums catch up to these rates, fees are frozen at \$4,217 for Scenery and Costumes and \$3,911 for Lighting and Sound.
- B. The Side Letter on Residencies for Out-of-Town Designers shall not apply to Round House until the applicable category minimums catch up to the above rates.
- C. Assistant Designers will continue to be recognized positions at Round House with the following minimum fees:

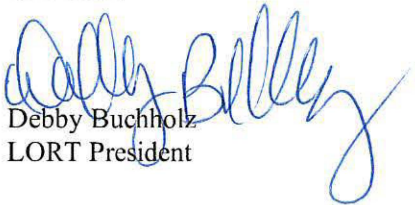
|  | <u>7/1/24</u> | <u>7/1/25</u> | <u>7/1/26</u> | <u>7/1/27</u> |
|--|---------------|---------------|---------------|---------------|
|  | \$1,497       | \$1,557       | \$1,619       | \$1,684       |

6. Signature Theatre

- A. Signature shall not reduce its coverage of Projection Designers.
- B. In any season, up to fifty percent (50%) of the total design positions may be exempted from covered employment.
- C. For the term of this Agreement until the applicable category minimums catch up to these current rates, Minimum Fees are frozen at \$3,501 for all categories of Designers in The ARK.
- D. The Side Letter on Residencies for Out-of-Town Designers shall not apply to The ARK until the applicable category minimums catch up to the foregoing rate.
- E. Regarding Assistant Designers:
  1. Assistants to the Scenic, Costume, Lighting, Projection, or Sound Designer may be engaged by the Theatre at the request of the Designer subject to the approval of the Theatre. Such approval shall not be unreasonably withheld. Said Assistants' terms and conditions of employment shall be governed by this Agreement.
  2. The work of the Assistant is to support the Designer in the work of the Designer.

3. It is understood that the Designer may authorize an Assistant to coordinate preliminary work. For a revival of a production an Assistant may substitute for the Designer to coordinate the remounting of the design or approve minor adaptation of the design required, subject to the Theatre's approval.
  4. A separate Coversheet (which may, at the Theatre's option, be the LORT-USA Assistant Designer's Agreement, annexed to the LORT/USA Agreement as Schedule B-8) must be filed with and approved by the Union for each Assistant. The Theatre will make salary payment directly to the Assistant(s) each and every week for which they have been contracted and worked. In the case of proration, or seventh (7th) day work, the daily rate shall be as specified in the Coversheet.
  5. The Assistant shall not be required to perform the work of the production staff.
  6. The rates for all categories of Assistant Designers shall be by individual negotiation.
7. Steppenwolf Theatre Company
- A. Steppenwolf shall not reduce its coverage of Projection Designers.
  - B. For the term of this Agreement until the applicable category minimums catch up to these current rates:  
Fees are frozen at the following:
    1. Downstairs Theater
      - a. Scenery and Costumes - \$9,260
      - b. Lighting, Sound, and Projection - \$6,810
      - c. Daily Rate - \$509
      - d. AWC - \$322
    2. Ensemble Theater
      - a. Scenery and Costumes - \$8,647
      - b. Lighting, Sound, and Projection - \$6,485
      - c. Daily Rate - \$509
      - d. AWC - \$301
  - C. The Side Letter on Residencies for Out-of-Town Designers shall not apply to Steppenwolf until the applicable category minimums catch up to the above rates.
  - D. If Steppenwolf requires a full working color model, it is agreed that in order to accomplish this work, the Scenic Designer will be reimbursed up to a certain amount and/or supplied with an Assistant(s), to be negotiated and agreed to in advance.

Sincerely,

  
Debby Buchholz  
LORT President

Accepted and Agreed:



National Business Agent, Local USA 829

**SCHEDULE A: LORT Member Theatres and Stage Categories (as of July 1, 2024)**

| <b>LORT THEATRE</b>                  | <b>Mainstage (bold)<br/>Second Stage</b>                                            |
|--------------------------------------|-------------------------------------------------------------------------------------|
| The 5th Avenue Theatre               | <b>Mainstage: A</b>                                                                 |
| ACT Theatre                          | <b>Allen Arena Theatre: C2<br/>Falls Thrust Theatre: D</b>                          |
| Actors Theatre of Louisville         | <b>Pamela Brown Auditorium: B</b><br>Bingham Theatre: D<br>Victory Jory Theatre: D  |
| Alabama Shakespeare Festival         | <b>The Festival Stage: D</b><br>The Octagon Stage: D                                |
| Alley Theatre                        | <b>Patricia Peckinpugh Hubbard Theatre: B</b><br>Hugo V. Neuhaus Theatre: D         |
| Alliance Theatre                     | <b>Alliance Stage: B</b><br>Hertz Stage: D                                          |
| American Conservatory Theater        | <b>Geary Theater: B+</b><br>Strand Theater: D                                       |
| American Repertory Theatre           | <b>Loeb Drama Center: B</b><br>Oberon Theatre: D                                    |
| Arden Theatre Company                | <b>F. Otto Haas Stage: C2</b><br>Arcadia Stage: D                                   |
| Arena Stage                          | <b>Fichandler Stage: B+</b><br>Kreeger Theater: B<br>Kogod Cradle: C2               |
| Arizona Theatre Company              | <b>Alice Holsclaw Theatre (Tuscon): B</b><br><b>The Theatre (Tempe): D</b>          |
| Artists Repertory Theatre            | <b>Alder Stage: D</b><br>Morrison Stage: D                                          |
| Asolo Theatre Company                | <b>Mertz Theatre: B</b><br>Cook Theatre: D<br>Historic Asolo: D                     |
| Baltimore Center Stage               | <b>Pearlstone Theater: B</b><br>Head Theater: D<br>Bernard Theater: D               |
| Barter Theatre                       | <b>Gilliam Stage: D</b><br>Stage II: D                                              |
| Berkeley Repertory Theatre           | <b>Peet's Theatre: B</b><br>Roda Theatre: B                                         |
| Capital Repertory Theatre            | <b>Capital Repertory Theatre: D</b>                                                 |
| Center Theatre Group                 | <b>Ahmanson Theatre: A</b><br><b>Mark Taper Forum: A</b><br>Kirk Douglas Theatre: D |
| The Cincinnati Playhouse in the Park | <b>Robert S. Marx Theatre: B</b><br>Thompson Shelterhouse Theatre: D                |
| City Theatre Company                 | <b>Mainstage: D</b><br>Dr. Vernell Audrey Watson Lillie: D                          |

| <b>LORT THEATRE</b>            | <b>Mainstage (bold)</b><br>Second Stage                                                    |
|--------------------------------|--------------------------------------------------------------------------------------------|
| Clarence Brown Theatre Company | <b>Clarence Brown Theatre: D</b><br>Ula Love Doughty Carousel Theatre: D                   |
| Cleveland Play House           | <b>Allen Theatre: C1</b><br>Outcult Theatre: D<br>Rosenfeld Lewis Lab Theatre: D           |
| Court Theatre                  | <b>Abelson Auditorium: D</b>                                                               |
| Dallas Theater Center          | <b>Kalita Humphreys Theater: C1</b><br>Potter Rose Performance Hall: B<br>Wyly Studio: D   |
| Delaware Theatre Company       | <b>Delaware Theatre: D</b>                                                                 |
| Denver Center Theatre Company  | <b>Wolf Theatre: B</b><br>Kilstrom Theatre: C2<br>Singleton Theatre: D<br>Jones Theatre: D |
| Ensemble Theatre               | <b>The New Vic: D</b>                                                                      |
| Everyman Theatre               | <b>Downstairs Space: D</b><br>Upstairs Space: D                                            |
| Florida Studio Theatre         | <b>Keating Mainstage: D</b><br>Gompertz Theatre: D<br>Keating 2nd Stage: D                 |
| Ford's Theatre                 | <b>Ford's Theatre: B</b>                                                                   |
| Geffen Playhouse               | <b>Gil Cates Theater: B</b><br>Audrey Skirball Kenis Theater: D                            |
| George Street Playhouse        | <b>Mainstage: D</b><br>Johnson Theatre: D                                                  |
| Geva Theatre Center            | <b>Elaine P. Wilson Mainstage: B</b><br>Ron and Donna Fielding Nextstage: D                |
| The Goodman Theatre            | <b>Albert Ivar Goodman Theatre: B+</b><br>Owen Bruner Goodman Theatre: D                   |
| Goodspeed Musicals             | <b>Goodspeed Opera House: B</b><br>Norma Terris Theatre: D                                 |
| Great Lakes Theater Festival   | <b>Hanna Theatre: B</b><br>Ohio Theatre: B                                                 |
| Gulfshore Playhouse            | <b>The Norris Center: D</b>                                                                |
| The Guthrie Theater            | <b>Wurtele Thrust Stage: A</b><br>McGuire Proscenium Stage: B<br>Dowling Studio: D         |
| Hartford Stage Company         | <b>John W. Huntington Theatre: B</b>                                                       |
| Huntington Theatre Company     | <b>Huntington Avenue Theatre: B</b><br>Virginia Wimberly Theatre: B<br>Roberts Studio: D   |

| <b>LORT THEATRE</b>              | <b>Mainstage (bold)</b><br>Second Stage                                                                    |
|----------------------------------|------------------------------------------------------------------------------------------------------------|
| Indiana Repertory Theatre        | <b>Mainstage: C1</b><br>Upperstage: D                                                                      |
| Kansas City Repertory Theatre    | <b>Helen F. Spencer Theatre: B</b><br>Copaken Stage: D                                                     |
| Laguna Playhouse                 | <b>Moulton Theatre: C2</b>                                                                                 |
| La Jolla Playhouse               | <b>Mandell Weiss Theatre: B+</b><br>Potiker Theatre: B<br>Mandell Weiss Forum: C2                          |
| Lincoln Center Theater           | <b>Vivian Beaumont Theater: A+</b><br>Mitzi E. Newhouse Theater: B<br>Claire Tow Theater: C2               |
| Long Wharf Theatre               | <b>Mainstage: C2</b>                                                                                       |
| Maltz Jupiter Theatre            | <b>Mainstage: B+</b>                                                                                       |
| Manhattan Theatre Club           | <b>Samuel J. Friedman Theatre: A+</b><br>City Center Stage I: B<br>City Center Stage II: D                 |
| Marin Theatre Company            | <b>Herb and Grace Boyer Theatre: D</b>                                                                     |
| McCarter Theatre                 | <b>Matthews Theatre: B+</b><br>Berlind Theatre: C2                                                         |
| Merrimack Repertory Theatre      | <b>Nancy Donahue Stage: D</b>                                                                              |
| Milwaukee Repertory Theater      | <b>Quadracci Powerhouse Theater: B</b><br>Pabst Theater: A<br>Stackner Cabaret: D<br>Stiemke Theater: D    |
| Northern Stage                   | <b>Mainstage: D</b>                                                                                        |
| Northlight Theatre               | <b>Northlight Theatre: D</b>                                                                               |
| The Old Globe                    | <b>Old Globe Theatre: B+</b><br>Lowell Davies Festival Theatre: B<br>Sheryl and Harvey White Theatre: C -2 |
| Pasadena Playhouse               | <b>Pasadena Playhouse: B</b><br>Carrie Hamilton Theatre: D                                                 |
| People's Light                   | <b>Hass Stage: D</b><br>Steinbright Stage: D                                                               |
| The Philadelphia Theatre Company | <b>Suzanne Roberts Theatre: D</b>                                                                          |
| Pittsburgh Public Theater        | <b>Anthony J. O'Reilly Theater: C1</b>                                                                     |
| PlayMakers Repertory Company     | <b>Paul Green Theatre: D</b><br>Kenan Theatre: D                                                           |
| Portland Center Stage            | <b>U.S. Bank Main Stage: B</b><br>Ellyn Bye Studio: D                                                      |

| <b>LORT THEATRE</b>                | <b>Mainstage (bold)</b><br>Second Stage                                                                                |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Portland Stage Company             | <b>Portland Stage Company: D</b><br>Studio Theatre: D                                                                  |
| The Repertory Theatre of St. Louis | <b>Mainstage: B</b><br>Studio Theatre: D                                                                               |
| Roundabout Theatre Company         | <b>Todd Haimes Theatre: A+</b><br><b>Studio 54: A+</b><br><b>Stephen Sondheim Theatre: A+</b><br>Laura Pels Theatre: B |
| Round House Theatre                | <b>Bethesda: D</b>                                                                                                     |
| Seattle Repertory Theatre          | <b>Bagley Wright Theatre: B</b><br>Leo Kreielsheimer Theatre: D                                                        |
| Second Stage Theatre               | <b>Helen Hayes Theatre: A+</b><br>Tony Kiser Theatre: C2                                                               |
| Shakespeare Theatre Company        | <b>Klein Theatre: B</b><br>Harman Hall: B+                                                                             |
| Signature Theatre Company          | <b>MAX Theatre: B</b><br>ARK Theatre: D                                                                                |
| South Coast Repertory              | <b>Seegerstrom Stage: B</b><br>Argyros Stage: D                                                                        |
| Steppenwolf Theatre Company        | <b>Downstairs Theatre: B</b><br>Ensemble Theatre: C2                                                                   |
| Studio Theatre                     | <b>Mead Theatre: D</b><br><b>Methany Theatre: D</b><br><b>Milton Theatre</b><br>Stage 4: D                             |
| Syracuse Stage                     | <b>Archbold Theatre: C1</b><br>Storch Theatre: D                                                                       |
| Theatre For A New Audience         | <b>Samuel H. Scripps Mainstage: C2</b>                                                                                 |
| TheatreWorks                       | <b>Mountain View Center: B</b><br>Lucie Stern Theatre: C2                                                              |
| Trinity Repertory Company          | <b>Chace Theater: B</b><br>Dowling Theater: D                                                                          |
| Two River Theater Company          | <b>Rechnitz Theatre: D</b><br>Marion Huber Stage: D                                                                    |
| Utah Shakespeare Festival          | <b>Randall L. Jones Theatre: B</b><br><b>Engelstad Theatre: B</b><br>Agnes Theatre: D                                  |
| Westport Country Playhouse         | <b>Jason Robards Theater: C1</b>                                                                                       |
| The Wilma Theater                  | <b>The Wilma Theater: D</b>                                                                                            |
| Yale Repertory Theatre             | <b>Yale Repertory Theatre: D</b><br>University Theatre: D                                                              |

## SCHEDULE B-1 COVER SHEET

(Download form at [www.usa829.org](http://www.usa829.org) or [www.lort.org](http://www.lort.org))



### UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE 2024-2028 LEAGUE OF RESIDENT THEATRES COVER SHEET STANDARD INDIVIDUAL DESIGNER'S AGREEMENT

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

- I. AGREEMENT:** Pursuant to the Agreement between the League of Resident Theatres and United Scenic Artists, the Theatre engages the Designer to design, and the Designer agrees to design, the Production herein described.

NAME OF THEATRE: \_\_\_\_\_

LORT STAGE CATEGORY:

☐ A+ ☐ A ☐ B+ ☐ B

NAME OF STAGE: \_\_\_\_\_

☐ C-1 ☐ C-2 ☐ D

NAME OF DESIGNER: \_\_\_\_\_

DESIGN CATEGORY: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND

NAME OF PRODUCTION: \_\_\_\_\_

DATE OF FIRST REHEARSAL: \_\_\_\_\_ FIRST PUBLIC PERFORMANCE: \_\_\_\_\_ PRESS OPENING: \_\_\_\_\_ FINAL PERFORMANCE: \_\_\_\_\_

DATES IN RESIDENCE: The Designer shall be in residence for \_\_\_\_\_ days, including tech period,  
which shall be from: \_\_\_\_\_ to: \_\_\_\_\_.

REIMBURSABLE EXPENSE BUDGET: \$ \_\_\_\_\_

IS RIDER ATTACHED? ☐ YES ☐ NO

WILL PRODUCTION TRANSFER TO ANOTHER THEATRE(S)? ☐ YES ☐ NO

*If YES, specify in Rider*

#### II. COMPENSATION:

The Theatre agrees to pay the Designer the fee of \$ \_\_\_\_\_, payable according to the following schedule:

\$ \_\_\_\_\_ (1/4) Payable upon signing of this Cover Sheet

\$ \_\_\_\_\_ (2/4) Payable upon acceptance of the full set of drawings, sketches, and/or specifications sufficient to begin execution of the design as set forth in the rider required under Article 8(B).

\$ \_\_\_\_\_ (1/4) Payable on the scheduled termination date: \_\_\_\_\_

- III. GENERAL PROVISIONS:** Both the Theatre and the Designer agree that each and every provision contained in the basic Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829, shall be part of this Cover Sheet 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 Theatre. No Designer or Theatre may waive or alter any of the provisions of said Agreement without the written approval of the Union, except that nothing in the Agreement shall preclude a Designer from obtaining better terms and conditions than are therein provided. This provision is of the essence of the Agreement. Additional terms shall be placed in a Rider attached to this Cover Sheet and shall be deemed a part hereof.

#### ACCEPTED by Designer:

SIGNATURE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_  
(Required if this is your first LORT contract)

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

#### ACCEPTED for Theatre by:

SIGNATURE \_\_\_\_\_

PRINT NAME AND TITLE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

#### ACCEPTED by United Scenic Artists, Local USA 829, IATSE:

NAME \_\_\_\_\_ DATE \_\_\_\_\_ USA 829 CONTRACT # \_\_\_\_\_

## SCHEDULE B-2 INDIVIDUAL ARTIST'S AGREEMENT

(Download form at [www.usa829.org](http://www.usa829.org) or [www.lort.org](http://www.lort.org))



### **UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE** **2024-2028 LEAGUE OF RESIDENT THEATRES** **INDIVIDUAL ARTIST'S AGREEMENT**

*This LIAA must be signed and submitted, with all Riders attached, to [livedesignjob@usa829.org](mailto:livedesignjob@usa829.org). The Theatre will email a copy of the LIAA and all Riders to the Union simultaneously with delivery to the Designer. Within seven (7) business days after the receipt of the signed copy from the Designer, the Theatre will file one copy with the Union. The Designer shall not be required to furnish any designs until the LIAA has been executed by the Theatre.*

- I. AGREEMENT:** Pursuant to Article 5(D) this LIAA is subject to the terms and conditions of the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829. Additional terms shall be placed in a Rider attached to this LIAA and shall be deemed a part thereof.

NAME OF THEATRE: \_\_\_\_\_

NAME OF STAGE: \_\_\_\_\_

NAME OF DESIGNER: \_\_\_\_\_

DESIGN CATEGORY: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND

NAME OF PRODUCTION: \_\_\_\_\_

DATE OF FIRST REHEARSAL: \_\_\_\_\_ FIRST PUBLIC PERFORMANCE: \_\_\_\_\_ PRESS OPENING: \_\_\_\_\_ FINAL PERFORMANCE: \_\_\_\_\_

DATES IN RESIDENCE: The Designer shall be in residence for \_\_\_\_\_ days, including tech period,  
which shall be from: \_\_\_\_\_ to: \_\_\_\_\_.

REIMBURSABLE EXPENSE BUDGET: \$ \_\_\_\_\_

IS RIDER ATTACHED? ☐ YES ☐ NO

STAGE CATEGORY:

☐ A+ ☐ A ☐ B+ ☐ B

☐ C-1 ☐ C-2 ☐ D

### **II. COMPENSATION:**

The Theatre agrees to pay the Designer the fee of \$ \_\_\_\_\_, payable according to the following schedule:

\$ \_\_\_\_\_ (1/4) Payable upon signing of this LIAA.

\$ \_\_\_\_\_ (2/4) Payable upon acceptance of the full set of drawings, sketches, and/or specifications sufficient to begin execution of the design as set forth in the rider required under Article 8(B).

\$ \_\_\_\_\_ (1/4) Payable on the scheduled termination date: \_\_\_\_\_

- III. GENERAL PROVISIONS:** Both the Theatre and the Designer agree that each and every provision contained in the basic Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829, shall be part of this LIAA 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 Theatre. No Designer or Theatre may waive or alter any of the provisions of said Agreement without the written approval of the Union, except that nothing in the Agreement shall preclude a Designer from obtaining better terms and conditions than are therein provided. This provision is of the essence of the Agreement. Additional terms shall be placed in a Rider attached to this LIAA and shall be deemed a part hereof.

**ACCEPTED by Designer:**

**ACCEPTED for Theatre by:**

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_  
(Required if this is your first LORT contract)

PRINT NAME AND TITLE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

**ACCEPTED by United Scenic Artists, Local USA 829, IATSE:**

NAME \_\_\_\_\_ DATE \_\_\_\_\_ USA 829 CONTRACT # \_\_\_\_\_

## SCHEDULE B-3 SUPPLEMENT TO THE COVER SHEET

(Download form at [www.usa829.org](http://www.usa829.org) or [www.lort.org](http://www.lort.org))



### UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

### 2024-2028 LEAGUE OF RESIDENT THEATRES

### SUPPLEMENT TO THE COVER SHEET

*This Supplement must be signed and submitted to [livedesignjob@usa829.org](mailto:livedesignjob@usa829.org). The Theatre will email a copy of this Supplement to the Union simultaneously with delivery to Designer. Within seven (7) business days after receipt of the signed copy from the Designer, the Theatre will file one copy with the Union. The Designer's signature is not required if the Theatre is only reporting a payment and no additional work is being performed by the Designer.*

NAME OF THEATRE: \_\_\_\_\_ STAGE CATEGORY: \_\_\_\_\_  
NAME OF STAGE: \_\_\_\_\_ ☐ A+ ☐ A ☐ B+ ☐ B  
NAME OF DESIGNER: \_\_\_\_\_ ☐ C-1 ☐ C-2 ☐ D  
DESIGN CATEGORY: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND  
NAME OF PRODUCTION: \_\_\_\_\_

**1. EXTENSION:**

The Production has been extended beyond its originally scheduled number of performances: from \_\_\_\_\_ to \_\_\_\_\_.  
The Designer is to be paid Additional Weekly Compensation totaling \$ \_\_\_\_\_ which represents \_\_\_\_\_ weeks plus  
\_\_\_\_\_ performances.

**2. REVIVAL OR TOUR:**

The Production is to be revived or toured from \_\_\_\_\_ to \_\_\_\_\_. Designer is to be paid \$ \_\_\_\_\_.

**3. ADDITIONAL WORK:**

In connection with the Production, the Designer will provide additional work at the applicable Daily Rate of \$ \_\_\_\_\_ per day for  
\_\_\_\_\_ days, beginning \_\_\_\_\_. Dates of Residence if agreed: \_\_\_\_\_ - \_\_\_\_\_.

**4. CAPTURE/BROADCAST/DIGITAL EXTENSION/DIGITAL REVIVAL:**

A. For a ☐ non-commercial / ☐ commercial broadcast of the Production to be aired on or about \_\_\_\_\_ the  
Theatre will pay, or cause to be paid, to the Designer the fee of \$ \_\_\_\_\_.

B. For a ☐ digital extension after initial streaming period / ☐ digital revival of the Production on or about  
\_\_\_\_\_, which is ☐ free to viewers / ☐ paid by viewers, the Theatre will pay, or cause to be paid, to the  
Designer the fee of \$ \_\_\_\_\_.

**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.

**ACCEPTED by Designer:**

SIGNATURE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

**ACCEPTED for Theatre by:**

SIGNATURE \_\_\_\_\_

PRINT NAME  
AND TITLE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

**ACCEPTED by United Scenic Artists, Local USA 829, IATSE:**

NAME \_\_\_\_\_ DATE \_\_\_\_\_ USA 829  
CONTRACT # \_\_\_\_\_

SCHEDULE B-4 ASSISTANT DESIGNER'S COVER SHEET FOR A+ STAGES  
(Download form at [www.usa829.org](http://www.usa829.org) or [www.lort.org](http://www.lort.org))



**UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE**  
**2024-2028 LEAGUE OF RESIDENT THEATRES COVER SHEET**  
**A+ STAGES ASSISTANT DESIGNER'S AGREEMENT**

*This Cover Sheet must be signed and submitted, with all Riders attached, to [livedesignjob@usa829.org](mailto:livedesignjob@usa829.org). Within seven (7) business days after the receipt of the signed copy from the Assistant Designer, the Theatre will file one copy with the Union.*

- I. **AGREEMENT:** Pursuant to the Agreement between the League of Resident Theatres and United Scenic Artists, the Theatre engages the Assistant Designer, and the Assistant Designer agrees to the terms herein described.

NAME OF ASSISTANT: \_\_\_\_\_

NAME OF THEATRE: \_\_\_\_\_

NAME OF STAGE: \_\_\_\_\_

ASSISTANT TO DESIGNER OF: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND

NAME OF DESIGNER: \_\_\_\_\_

NAME OF PRODUCTION: \_\_\_\_\_ OPENING ON  
OR ABOUT \_\_\_\_\_

IS RIDER ATTACHED? ☐ YES ☐ NO REIMBURSABLE EXPENSE BUDGET: \$ \_\_\_\_\_

II. **COMPENSATION:**

The Theatre agrees to pay the Assistant Designer a weekly salary of \$ \_\_\_\_\_, for up to \_\_\_\_\_ weeks.

Employment shall commence on: \_\_\_\_\_ and terminate on or about: \_\_\_\_\_

Employment does not have to be continuous. The above sum may be pro-rated per day at 1/6<sup>th</sup> the weekly rate, but in no event less than the daily rate if the Assistant is being paid Union scale. Work on the 7<sup>th</sup> day shall be paid at one and one half times one sixth (1/6) of the weekly rate. All work on the 7<sup>th</sup> day must be approved by the Theatre.

III. **Design Membership Candidate Program**

- ☐ Employer and Assistant Designer agree that Assistant Designer shall be engaged as part of the Broadway-USA 829 Design Membership Candidate Program. Assistant Designer is not a current or former member of United Scenic Artists, Local USA 829, IATSE.

- IV. **GENERAL PROVISIONS:** Both the Theatre and the Assistant Designer agree that each and every applicable provision contained in the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829, shall be part of this Cover Sheet, 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 Theatre. No Assistant Designer or Theatre may waive or alter any of the provisions of said Agreement without the written approval of the Union, except that nothing in the Agreement shall preclude an Assistant Designer from obtaining better terms and conditions than are therein provided. This provision is of the essence of the Agreement. Additional terms shall be placed in a Rider attached to this Cover Sheet and shall be deemed a part hereof.

**DUES CHECK-OFF AUTHORIZATION:** I, the undersigned, herewith authorize my employer to deduct from all monies earned the administrative union dues assessed at 2% of gross wages, and direct that amounts so deducted be sent directly to the Financial Secretary of United Scenic Artists for and on my behalf.

**ACCEPTED by Assistant Designer:**

SIGNATURE \_\_\_\_\_

SOCIAL SECURITY  
NUMBER \_\_\_\_\_  
(Required if this is your first LORT contract)

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

**ACCEPTED for Theatre by:**

SIGNATURE \_\_\_\_\_

PRINT NAME  
AND TITLE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

**ACCEPTED by United Scenic Artists, Local USA 829, IATSE:**

NAME \_\_\_\_\_ DATE \_\_\_\_\_ USA 829  
CONTRACT # \_\_\_\_\_

## SCHEDULE B-5 PROJECTION DESIGNER COVER SHEET

(Download form at [www.usa829.org](http://www.usa829.org) or [www.lort.org](http://www.lort.org))



### UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE

#### **2024-2028 LEAGUE OF RESIDENT THEATRES**

#### **COVER SHEET – PROJECTION DESIGN**

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

- I. **AGREEMENT:** Pursuant to the Agreement between the League of Resident Theatres and United Scenic Artists, the Theatre engages the Designer to design, and the Designer agrees to design, the Production herein described.

NAME OF THEATRE: \_\_\_\_\_

LORT STAGE CATEGORY:

☐ A+ ☐ A ☐ B+ ☐ B

NAME OF STAGE: \_\_\_\_\_

☐ C-1 ☐ C-2 ☐ D

NAME OF DESIGNER: \_\_\_\_\_

DESIGN CATEGORY: **PROJECTION**

NAME OF PRODUCTION: \_\_\_\_\_

DATE OF FIRST REHEARSAL: \_\_\_\_\_ FIRST PUBLIC PERFORMANCE: \_\_\_\_\_ PRESS OPENING: \_\_\_\_\_ FINAL PERFORMANCE: \_\_\_\_\_

IS RIDER ATTACHED? ☐ YES ☐ NO

WILL PRODUCTION TRANSFER TO ANOTHER THEATRE(S)? ☐ YES ☐ NO  
*If YES, specify in Rider*

#### II. **COMPENSATION:**

The Theatre agrees to pay the Designer the fee of \$ \_\_\_\_\_, payable according to the following schedule:

\$ \_\_\_\_\_ (1/4) Payable upon signing of this Cover Sheet

\$ \_\_\_\_\_ (2/4) Payable upon acceptance of the full set of drawings, sketches, and/or specifications sufficient to begin execution of the design as set forth in the rider required under Article 8(B).

\$ \_\_\_\_\_ (1/4) Payable on the scheduled termination date: \_\_\_\_\_

- III. **GENERAL PROVISIONS:** Both the Theatre and the Designer agree that the provisions specified in Article 2(D) of the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829, shall be part of this Cover Sheet 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 Theatre. No Designer or Theatre may waive or alter any of the provisions of said Agreement without the written approval of the Union, except that nothing in the Agreement shall preclude a Designer from obtaining better terms and conditions than are therein provided. This provision is of the essence of the Agreement. Additional terms shall be placed in a Rider attached to this Cover Sheet and shall be deemed a part hereof.

#### **ACCEPTED by Designer:**

SIGNATURE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_  
*(Required if this is your first LORT contract)*

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

#### **ACCEPTED for Theatre by:**

SIGNATURE \_\_\_\_\_

PRINT NAME AND TITLE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

#### **ACCEPTED by United Scenic Artists, Local USA 829, IATSE:**

NAME \_\_\_\_\_ DATE \_\_\_\_\_ USA 829 CONTRACT # \_\_\_\_\_

## SCHEDULE B-6 PROJECTION DESIGNER INDIVIDUAL ARTIST'S AGREEMENT

(Download form at [www.usa829.org](http://www.usa829.org) or [www.lort.org](http://www.lort.org))



### **UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE** **2024-2028 LEAGUE OF RESIDENT THEATRES** **INDIVIDUAL ARTIST'S AGREEMENT – PROJECTION DESIGN**

*This LIAA must be signed and submitted, with all Riders attached, to [livedesignjob@usa829.org](mailto:livedesignjob@usa829.org). The Theatre will email a copy of the LIAA and all Riders to the Union simultaneously with delivery to the Designer. Within seven (7) business days after the receipt of the signed copy from the Designer, the Theatre will file one copy with the Union. The Designer shall not be required to furnish any designs until the LIAA has been executed by the Theatre.*

- I. AGREEMENT:** Pursuant to Article 5(D) this LIAA is subject to the terms and conditions of the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829. Additional terms shall be placed in a Rider attached to this LIAA and shall be deemed a part thereof.

NAME OF THEATRE: \_\_\_\_\_

NAME OF STAGE: \_\_\_\_\_

NAME OF DESIGNER: \_\_\_\_\_

DESIGN CATEGORY: **PROJECTION**

NAME OF PRODUCTION: \_\_\_\_\_

DATE OF FIRST REHEARSAL: \_\_\_\_\_ FIRST PUBLIC PERFORMANCE: \_\_\_\_\_ PRESS OPENING: \_\_\_\_\_ FINAL PERFORMANCE: \_\_\_\_\_

IS RIDER ATTACHED? ☐ YES ☐ NO

STAGE CATEGORY:

☐ A+ ☐ A ☐ B+ ☐ B

☐ C-1 ☐ C-2 ☐ D

### **II. COMPENSATION:**

The Theatre agrees to pay the Designer the fee of \$ \_\_\_\_\_, payable according to the following schedule:

\$ \_\_\_\_\_ (1/4) Payable upon signing of this LIAA.

\$ \_\_\_\_\_ (2/4) Payable upon acceptance of the full set of drawings, sketches, and/or specifications sufficient to begin execution of the design as set forth in the rider required under Article 8(B).

\$ \_\_\_\_\_ (1/4) Payable on the scheduled termination date: \_\_\_\_\_

- III. GENERAL PROVISIONS:** Both the Theatre and the Designer agree that the provisions specified in Article 2(D) of the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829, shall be part of this Cover Sheet 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 Theatre. No Designer or Theatre may waive or alter any of the provisions of said Agreement without the written approval of the Union, except that nothing in the Agreement shall preclude a Designer from obtaining better terms and conditions than are therein provided. This provision is of the essence of the Agreement. Additional terms shall be placed in a Rider attached to this Cover Sheet and shall be deemed a part hereof.

**ACCEPTED by Designer:**

**ACCEPTED for Theatre by:**

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_  
(Required if this is your first LORT contract)

PRINT NAME AND TITLE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

**ACCEPTED by United Scenic Artists, Local USA 829, IATSE:**

NAME \_\_\_\_\_ DATE \_\_\_\_\_ USA 829 CONTRACT # \_\_\_\_\_

## SCHEDULE B-7 PROJECTION DESIGNER SUPPLEMENT COVER SHEET

(Download form at [www.usa829.org](http://www.usa829.org) or [www.lort.org](http://www.lort.org))



### **UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE**

### **2024-2028 LEAGUE OF RESIDENT THEATRES**

### **SUPPLEMENT TO THE COVER SHEET - PROJECTION DESIGN**

*This Supplement must be signed and submitted to [livedesignjob@usa829.org](mailto:livedesignjob@usa829.org). The Theatre will email a copy of this Supplement to the Union simultaneously with delivery to Designer. Within seven (7) business days after receipt of the signed copy from the Designer, the Theatre will file one copy with the Union. The Designer's signature is not required if the Theatre is only reporting a payment and no additional work is being performed by the Designer.*

NAME OF THEATRE: \_\_\_\_\_ STAGE CATEGORY: \_\_\_\_\_  
NAME OF STAGE: \_\_\_\_\_ ☐ A+ ☐ A ☐ B+ ☐ B  
NAME OF DESIGNER: \_\_\_\_\_ ☐ C-1 ☐ C-2 ☐ D  
DESIGN CATEGORY: **PROJECTION**

NAME OF PRODUCTION: \_\_\_\_\_

#### **1. EXTENSION:**

The Production has been extended beyond its originally scheduled number of performances: from \_\_\_\_\_ to \_\_\_\_\_.  
The Designer is to be paid Additional Weekly Compensation totaling \$ \_\_\_\_\_, which represents \_\_\_\_\_ weeks plus \_\_\_\_\_ performances.

#### **2. REVIVAL OR TOUR:**

The Production is to be revived or toured from \_\_\_\_\_ to \_\_\_\_\_. Designer is to be paid \$ \_\_\_\_\_.

#### **3. ADDITIONAL WORK:**

In connection with the Production, the Designer will provide additional work at the applicable Daily Rate of \$ \_\_\_\_\_ per day for \_\_\_\_\_ days, beginning \_\_\_\_\_. Dates of Residence if agreed: \_\_\_\_\_ - \_\_\_\_\_.

#### **4. CAPTURE/BROADCAST/DIGITAL EXTENSION/DIGITAL REVIVAL:**

A. For a ☐ non-commercial / ☐ commercial broadcast of the Production to be aired on or about \_\_\_\_\_ the Theatre will pay, or cause to be paid, to the Designer the fee of \$ \_\_\_\_\_.  
B. For a ☐ digital extension after initial streaming period / ☐ digital revival of the Production on or about \_\_\_\_\_, which is ☐ free to viewers / ☐ paid by viewers, the Theatre will pay, or cause to be paid, to the Designer the fee of \$ \_\_\_\_\_.

#### **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.

#### **ACCEPTED by Designer:**

SIGNATURE \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_  
SIGNING DATE \_\_\_\_\_

#### **ACCEPTED for Theatre by:**

SIGNATURE \_\_\_\_\_  
PRINT NAME AND TITLE \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
PHONE \_\_\_\_\_  
SIGNING DATE \_\_\_\_\_

#### **ACCEPTED by United Scenic Artists, Local USA 829, IATSE:**

NAME \_\_\_\_\_ DATE \_\_\_\_\_ USA 829 CONTRACT # \_\_\_\_\_

## SCHEDULE B-8 LORT-USA ASSISTANT DESIGNER'S AGREEMENT

(Download form at [www.usa829.org](http://www.usa829.org) or [www.lort.org](http://www.lort.org))



### **UNITED SCENIC ARTISTS • LOCAL USA 829 • IATSE** **2024-2028 LEAGUE OF RESIDENT THEATRES COVER SHEET** **ASSISTANT DESIGNER'S AGREEMENT**

*This Cover Sheet must be signed and submitted, with all Riders attached, to [livedesignjob@usa829.org](mailto:livedesignjob@usa829.org). Within seven (7) business days after the receipt of the signed copy from the Assistant Designer, the Theatre will file one copy with the Union.*

- I. AGREEMENT:** Pursuant to the Agreement between the League of Resident Theatres and United Scenic Artists, the Theatre engages the Assistant Designer, and the Assistant Designer agrees to the terms herein described.

NAME OF ASSISTANT: \_\_\_\_\_

NAME OF THEATRE: \_\_\_\_\_ NAME OF STAGE: \_\_\_\_\_

DESIGN CATEGORY: ☐ SCENERY ☐ COSTUMES ☐ LIGHTING ☐ SOUND

NAME OF PRODUCTION: \_\_\_\_\_ DATE OF OPENING: \_\_\_\_\_

EMPLOYMENT SHALL COMMENCE ON: \_\_\_\_\_ AND TERMINATE ON OR ABOUT: \_\_\_\_\_

RIDER ATTACHED? YES ☐ NO ☐ REIMBURSABLE EXPENSE BUDGET: \$ \_\_\_\_\_

- II. COMPENSATION:** The Assistant Designer's compensation shall be negotiable between the Theatre and the Assistant Designer. The Theatre and the Assistant Designer agree to the following compensation and payment schedule/structure:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- III. BENEFITS:** The Theatre shall make full Pension and Welfare contributions under Article 11 of the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829 based on the negotiated compensation.

- IV. BILLING:** The Assistant Designer shall receive billing in the program.

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

- VI. MINIMUM CONDITIONS:** Both the Theatre and the Assistant Designer agree that the following provisions contained in the Agreement between the League of Resident Theatres and United Scenic Artists, Local USA 829, shall be part of this Cover Sheet, as though set forth herein at length, and that they have read said provisions which set forth minimum conditions under which the Assistant Designer may work for the Theatre: Article 7, Equity, Diversity, Inclusion, and Access / Non-Discrimination, Anti-Harassment; Article 13, Union Dues (Check Off); Article 16, Transportation; Article 17, Housing; Article 18, Reimbursable Expenses; Article 21, Safety and Health; Article 26(D), Union Security for Non-staff Assistant Designers; Article 27, Grievance and Arbitration; and Article 28, No Strike – No Lockout.

- VII. GENERAL PROVISIONS:** No Assistant Designer or Theatre may waive or alter any of the provisions of this Cover Sheet without the written approval of the Union, except that nothing in the Cover Sheet shall preclude an Assistant Designer from obtaining better terms and conditions than are therein provided. This provision is of the essence of the Agreement. Additional terms shall be placed in a Rider attached to this Cover Sheet and shall be deemed a part hereof.

**DUES CHECK-OFF AUTHORIZATION:** I, the undersigned, herewith authorize the Theatre to deduct from all monies earned the administrative union dues assessed at 2% of gross wages and direct that amounts so deducted be sent directly to the Financial Secretary of United Scenic Artists, 111 N. Wabash, Suite 2107, Chicago, IL, 60602, for and on my behalf.

**ACCEPTED by Assistant Designer:**

Design Membership Candidate? ☐ YES ☐ NO

SIGNATURE \_\_\_\_\_

SOCIAL SECURITY  
NUMBER \_\_\_\_\_  
(Required if this is your first LORT contract)

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

**ACCEPTED for Theatre by:**

SIGNATURE \_\_\_\_\_

PRINT NAME  
AND TITLE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNING DATE \_\_\_\_\_

**ACCEPTED by United Scenic Artists, Local USA 829, IATSE:**

NAME \_\_\_\_\_ DATE \_\_\_\_\_ USA 829  
CONTRACT # \_\_\_\_\_

## **SCHEDULE C: FEES**

All rates apply to productions with a first public performance on or after the effective date.

### **Scenery and Costume Design Fees**

| Category | As of 7/1/24 | As of 7/1/25 | As of 7/1/26 | As of 7/1/27 | As of 7/1/28 |
|----------|--------------|--------------|--------------|--------------|--------------|
| A        | \$10,461     | \$10,670     | \$10,937     | \$11,265     |              |
| B+       | \$8,553      | \$8,724      | \$8,942      | \$9,210      |              |
| B        | \$7,007      | \$7,147      | \$7,326      | \$7,546      |              |
| C1       | \$5,254      | \$5,359      | \$5,493      | \$5,658      |              |
| C2       | \$4,108      | \$4,190      | \$4,295      | \$4,424      |              |
| D        | \$3,321      | \$3,621      | \$3,730      | \$3,879      | \$4,095      |

### **Lighting and Sound Fees**

| Category | As of 7/1/24 | As of 7/1/25 | As of 7/1/26 | As of 7/1/27 | As of 7/1/28 |
|----------|--------------|--------------|--------------|--------------|--------------|
| A        | \$7,803      | \$7,959      | \$8,158      | \$8,403      |              |
| B+       | \$6,641      | \$6,774      | \$6,943      | \$7,151      |              |
| B        | \$5,548      | \$5,659      | \$5,800      | \$5,974      |              |
| C1       | \$4,006      | \$4,086      | \$4,188      | \$4,314      |              |
| C2       | \$3,385      | \$3,720      | \$3,869      | \$4,024      | \$4,262      |
| D        | \$3,321      | \$3,621      | \$3,730      | \$3,879      | \$4,095      |

**SCHEDULE C (CONT.)****Daily Rates**

| Category | As of 7/1/24 | As of 7/1/25 | As of 7/1/26 | As of 7/1/27 |
|----------|--------------|--------------|--------------|--------------|
| A        | \$457        | \$466        | \$478        | \$492        |
| B+       | \$415        | \$423        | \$434        | \$447        |
| B        | \$415        | \$423        | \$434        | \$447        |
| C1       | \$334        | \$341        | \$350        | \$361        |
| C2       | \$212        | \$218        | \$225        | \$234        |
| D        | \$169        | \$174        | \$179        | \$186        |

**Media Fee**

| Category | As of 7/1/24 | As of 7/1/25 | As of 7/1/26 | As of 7/1/27 |
|----------|--------------|--------------|--------------|--------------|
| A+       | \$245        | \$250        | \$255        | \$260        |
| A        | \$125        | \$130        | \$135        | \$140        |
| B+       | \$110        | \$115        | \$120        | \$125        |
| B        | \$75         | \$80         | \$85         | \$90         |
| C1       | \$48         | \$51         | \$54         | \$57         |
| C2       | \$48         | \$51         | \$54         | \$57         |
| D        | \$28         | \$30         | \$32         | \$34         |

## LORT/USA A+ ADDENDUM

Pursuant to Article 3(B) of the LORT/USA Agreement of July 1, 2024, this Addendum shall serve to modify said LORT/USA Agreement with respect to LORT *A+ Stages*. Where the provisions of this Addendum are in conflict with the LORT/USA Agreement, the provisions of this Addendum shall govern.

### 1. RECOGNITION

In addition to the provisions of “Article 2, Recognition” of the LORT/USA Agreement, LORT recognizes and acknowledges that the Union is also the exclusive collective bargaining representative for Assistant Designers, Staff Designers and Staff Assistant Designers with respect to *A+ Stages*. Where the terms “Designer” and “Assistant Designer” are used herein, those terms shall be understood to respectively include Staff Designers and Staff Assistant Designers.

### 2. UNION SECURITY

- A. Any Designer or Assistant Designer, whether or not a member of the Union, who is engaged for a Covered Service must sign a Cover Sheet.
- B. As a condition of employment, any Designer shall, subject to applicable statutory provisions, be required to make application to join the Union upon the Designer’s employment by the Theatre for a first Covered Service.
- C. Nothing in this Article shall be construed to require the Theatre to cease or refrain from employing a Designer if the Theatre has reasonable grounds for believing that:  
Membership in the Union was not available to the Designer on the same terms and conditions generally applicable to other members; or  
Membership in the Union was denied or terminated for reasons other than the Designer’s failure to tender the periodic dues and the initiation fee uniformly required by the Union as a condition of acquiring or retaining membership.
- D. The Union agrees to propose to membership on non-discriminatory terms any present or future Designers or Assistant Designers employed by the Theatre whose membership in the Union would be required by this Article.

### 3. SERVICES

- A. Assistants to the Scenic Designer, Costume Designer, Lighting Designer or Sound Designer shall be engaged by the Theatre at the request of the Designer subject to the approval of the Theatre. Said Assistant’s terms and conditions of employment shall be governed by this Agreement.
- B. A separate Cover Sheet must be filed with and approved by the Union for each Assistant. The Theatre will make salary payments directly to the Assistant(s) each and every week for which they have been contracted and worked. In the case of pro-ration, the rate shall be one-sixth (1/6th) of the weekly rate but in no event less than the daily rate per day. Work performed on the seventh day of the work week shall be paid at no less than one-quarter (1/4th) of the weekly rate.
- C. When a Designer has requested the services of an Assistant Designer(s) and such request has been approved by the Theatre, the following protocol shall apply:
  - 1. The Designer shall notify the Theatre of the name of the Assistant and the commencement date of the Assistant’s employment no less than two (2) weeks prior to said commencement date.

2. The Assistant shall schedule a time with the Theatre to complete the necessary “start paperwork,” which shall include the A+ Assistant Designer Cover Sheet and necessary payroll forms.
  3. Once the Theatre has a fully executed Cover Sheet (including the commencement date), the Theatre shall send a copy to the Union.
  4. The Theatre shall not be required to pay the Assistant for services rendered, nor shall the Assistant be required to commence services, until the “start paperwork” has been fully executed (including commencement date). Once the “start paperwork” has been fully executed, the Assistant shall be paid for all work that has been performed, when such services have been requested by the Designer and approved by the Theatre, in the Theatre’s next payroll cycle. Benefit contributions for Assistant Designers shall be paid on Opening Night or within 30 days of the last day of employment.
  5. The terms for the Reimbursable Expenses in Article 18 of the LORT/USA Agreement shall apply to Assistants working on A+ stages.
  6. In the event that a production extends beyond the applicable “cap” as outlined in Article 5(D) & (E) herein, for any post-“cap” work performed, the Assistant’s salary shall be equal to the then-current minimum salary for Assistants under the USA-Broadway League Agreement.
- D. On the City Center Stage I, Mitzi Newhouse, Laura Pels, and Tony Kiser Stages only, at the request of the Designer, subject to the approval of the Theatre, which approval shall not be unreasonably withheld, Assistants to the Designer shall be engaged with compensation to be individually negotiated by the Theatre and the Designer. Such Assistants may be engaged by the Theatre on the LORT-USA Assistant Designer’s Agreement, annexed to the LORT/USA Agreement as Schedule B-8, or by another manner mutually agreed to by the Theatre and the Designer.

#### **4. COVER SHEET (STANDARD INDIVIDUAL DESIGNER’S AGREEMENT)**

A Cover Sheet for a Covered Service shall be promptly signed by the Theatre and the Designer (including Designers who are not members of the Union) each time and as soon as a Designer is engaged. The Designer shall not be required to furnish designs until the Theatre has executed and the Union has approved said Cover Sheet and any riders. The Union shall make copies of the Cover Sheet, annexed hereto and made a part hereof as Schedule B, available in quantity to the Theatre.

#### **5. COMPENSATION, PAYMENT SCHEDULE, AND BOND**

- A. Assistant Designers shall be compensated on a salary basis only.
- B. Commencing with the first week of public performances the Designer shall receive Additional Weekly Compensation (“AWC”) as listed in Schedule A – Rates. For the first twelve (12) weeks of public performances, the Designer shall be compensated at the weekly rate set forth in Schedule A as “for initial 12-week run.” The Designer shall be paid the total amount due for said first twelve (12) weeks of the run of the production at the end of the twelfth (12th) week. Thereafter, the AWC shall be paid on a weekly basis at the rate set forth in Schedule A as “if extended.” Such payments may be prorated for less than full weeks.
- C. Musicals: The Designer’s minimum weekly compensation for Musicals shall be the applicable initial fee and AWC set forth in Schedule A plus thirty percent (30%) for the initial twelve (12) week run. AWC for weeks the run is extended shall be as listed in Section D, below. Additionally, the minimum fee for Musicals shall include eight (8) additional days in residence for out-of-town Designers for Scenery and Costume and six (6) additional days in residence for out-of-town Designers for Lighting and Sound.

D. Musical Extensions:

1. Musical productions shall have the following “caps” at A+ Stages:
  - a. Vivian Beaumont Theater: the originally scheduled number of performances.
  - b. Studio 54: 12 weeks.
  - c. Todd Haimes Theatre: 18 weeks.
  - d. Samuel J. Friedman Theatre: 13 weeks.
  - e. Stephen Sondheim Theatre: 12 weeks.
  - f. Helen Hayes Theatre: 16 weeks.
2. In the event that a musical production is extended beyond the applicable “cap,” the Designer shall receive (at the Theatre’s election) either:
  - a. AWC in the amount of \$534 per week, increasing to \$550 as of July 1, 2025, and thereafter to match the USA-Broadway League Agreement; or
  - b. 0.425% of the weekly net operating profit or AWC in the amount of \$552, increasing to \$569 as of July 1, 2025; and thereafter to match the USA-Broadway League Agreement; whichever is greater. In calculating these payments, a four-week cycle shall be permitted. In addition, prior to recoupment, a production shall be permitted to amortize all or part of the capitalization costs on a weekly basis and reduce contractual royalties, provided that the applicable minimum is paid before taking amortization into account.
  - c. If the Theatre elects to form a “pool,” all of the Designers engaged on the production shall be entitled to participate therein.
3. Benefits contributions shall be made on all payments under this Article 5(D) per Article 11 of the LORT/USA Agreement as follows:

|                        | As of<br><u>7/1/24</u> | As of<br><u>7/1/25</u> | As of<br><u>7/1/26</u>                        | As of<br><u>7/1/27</u>                        |
|------------------------|------------------------|------------------------|-----------------------------------------------|-----------------------------------------------|
| Welfare subject to cap | 12%                    | 12%                    | 12.5%                                         | 13%                                           |
| Pension subject to cap | 7.25%                  | 7.25%                  | 7.25%                                         | 7.25%                                         |
| Cap                    | \$161                  | \$165                  | Consistent with<br>USA-Broadway<br>League CBA | Consistent with<br>USA-Broadway<br>League CBA |
| Pension on gross       | 3%                     | 3%                     | 3%                                            | 3%                                            |

However, the Union may inform LORT no later than May 1, 2027, that the one-half percent (0.5%) Welfare rate increase effective July 1, 2027, shall instead be allocated to the United Scenic Artists Local 829 Pension Fund.

E. Play Extensions:

1. Plays shall have the following “caps” at the following stages:
  - a. Vivian Beaumont Theater: the originally scheduled number of performances.
  - b. Studio 54: 12 weeks.
  - c. Helen Hayes Theatre: 16 weeks.
2. In the event that a play extends beyond the applicable “cap,” the Designer shall receive (at the Theatre’s election) either:

- a. AWC in the amount of \$417 per week, increasing to \$430 as of July 1, 2025; and thereafter to match the USA-Broadway League Agreement; or
  - b. 0.425% of the weekly net operating profit or AWC in the amount of \$441, increasing to \$454 as of June 30, 2025, and thereafter to match the USA-Broadway League Agreement; whichever is greater. In calculating these payments, a four-week cycle shall be permitted. In addition, prior to recoupment a production may be permitted to amortize all or part of the capitalization costs on a weekly basis and reduce contractual royalties, provided that the applicable minimum is paid before taking amortization into account.
- 3. Benefit contributions shall be made on all payments under this Article 5(E) as per Article 11 of the LORT/USA Agreement.
- F. With regard to the Extension “caps” at Studio 54, the Todd Haimes Theatre, and the Stephen Sondheim Theatre, if the Subscription Runs as set forth in Article 77 (A), (B), and (C) of the LORT-AEA Agreement increase, the Extension “caps” as set forth in this Article 5(D) and (E) shall increase to the same number of weeks, up to 20 weeks.

## **6. BILLING**

- A. Designers shall receive billing in the program on the title page, cast page, houseboards, window cards or with placement substantially comparable to such, on all press releases and on the Theatre’s website show page in the customary order of Scenic, Costume, Lighting, Sound, and Projection Designer.

Billing shall also be given to Designers on posters and in printed advertisements where billing is given to any creative participant other than the author, director, starring actors, and choreographer. Billing shall be clearly legible in relation to the use of the medium. In the event the entire cast receives billing so to shall the Designers. The foregoing shall not apply to cases of congratulatory or award advertisements.

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.

- B. Cast albums or tapes, C.D. or DVD, produced by the Theatre shall include the names of all Designers if the director’s name appears.

## **7. TOURS**

If an A+ Theatre (with or without producing partners) undertakes a tour of a production under an Actor’s Equity (“AEA”) Production Contract, the “Tiered Touring Provisions” of the AEA Production Contract, the AEA Short Engagement Touring (“SET”) Agreement, an AEA Special Production Contract or an SDC Broadway contract, with the original design, the Designer of the production shall receive a Broadway production contract under the terms and conditions of the USA-Broadway League Agreement, including the “Alternative Touring Program” of that Agreement.

## **8. TRANSFERS**

- A. If the Theatre transfers the production with original design to another LORT Theatre, the Designer shall receive fifty percent (50%) of the original fee plus a day rate in an amount not less than the applicable “daily rate” provided for herein, for any additional work required to transfer the production, up to seventy-five percent (75%) of the original fee. This does not require the Designer to be in residence at the transferee Theatre. If the Designer is required to be in residence at the transferee Theatre, additional day rates plus transportation and any housing shall apply.

- B. If a LORT A+ Theatre (with or without producing partners) transfers the production with the original design from its own A+ stage to a commercial Tony-eligible, Broadway theatre or transfers the production with the original design from its own A+ stage to a commercial producer for presentation in a commercial Tony-eligible, Broadway theatre, the Designer of the production shall receive a Broadway production contract under the terms and conditions of the USA-Broadway League Agreement.

**9. RECORDING OF THE PRODUCTION**

- A. In the event the producer should enter into an arrangement with a television or film company (such as HBO, A&E, ShowTime or Broadway Television Network) to record a production designed for an A+ Stage under this Agreement, for distribution on cable, internet, free air broadcast, Pay-Per-View or other distribution outlet, consideration of the Designer of the production shall be under a separate or additional agreement. Where an agreement already exists between the Union and the film or television company, such agreement shall govern the consideration of the Designer. Where no agreement exists between the Union and the film or television company, no recording of the production may proceed until the consideration of the Designer has been negotiated and agreed to.
- B. If the Theatre decides to produce or record for television, film or any other distribution outlet, a live theatrical production performing at an A+ Stage, the Designer shall receive compensation commensurate with industry practice.
- C. Except as provided for above and for the sake of clarity, A+ Theatres shall have the right to use all other provisions of Article 25, Media Provisions of the LORT/USA Agreement.

Accepted and agreed:



Carl Mulert, National Business Agent

Date: 09/16/2025



Debby Buchholz, LORT President

Date: 9/10/25

## Schedule A – Rates for A+ Stages

### Plays

| Category                 |  | <u>As of 7/1/24</u> | <u>As of 7/1/25</u> | <u>As of 7/1/26</u> | <u>As of 7/1/27</u> |
|--------------------------|--|---------------------|---------------------|---------------------|---------------------|
| Scenic & Fee             |  | \$12,847            | \$13,104            | \$ 13,366           | \$ 13,767           |
| Costume (1st 12 wks) AWC |  | \$ 183              | \$ 187              | \$ 191              | \$ 197              |
| for initial 12-week run: |  | \$15,043            | \$15,348            | \$15,658            | \$16,131            |
| if extended:             |  | \$ 367              | \$ 374              | \$ 381              | \$ 392              |
| <hr/>                    |  |                     |                     |                     |                     |
| Lighting & Fee           |  | \$11,927            | \$12,166            | \$12,409            | \$12,781            |
| Sound (1st 12 wks) AWC   |  | \$ 183              | \$ 187              | \$ 191              | \$ 197              |
| for initial 12-week run  |  | \$14,123            | \$14,410            | \$14,701            | \$15,145            |
| if extended              |  | \$ 367              | \$ 374              | \$ 381              | \$ 392              |
| <hr/>                    |  |                     |                     |                     |                     |

### Musicals

The Designer's minimum compensation for Musicals shall be the applicable initial fee and AWC listed above plus thirty percent (30%) for the 12-week run. AWC for weeks the run is extended, shall be as set forth in Paragraph 5(D).

### Assistant Designers

|         | <u>As of 7/1/24</u> | <u>As of 7/1/25</u> | <u>As of 7/1/26</u> | <u>As of 7/1/27</u> |
|---------|---------------------|---------------------|---------------------|---------------------|
| Weekly  | \$1,364             | \$1,391             | \$1,433             | \$1,490             |
| 7th day | \$ 341              | \$ 348              | \$ 358              | \$ 373              |

### Daily Rates

|                    | <u>As of 7/1/24</u> | <u>As of 7/1/25</u> | <u>As of 7/1/26</u> | <u>As of 7/1/27</u> |
|--------------------|---------------------|---------------------|---------------------|---------------------|
| Designers/per day  | \$641               | \$654               | \$667               | \$687               |
| Asst. Des./per day | \$284               | \$290               | \$299               | \$311               |