

United Scenic Artists
Local USA 829, IATSE



Standard Design Agreement

2024-2026

Scenic, Costume, Lighting, Sound & Projection
Designers
& Assistant Designers

STANDARD DESIGN AGREEMENT

Table of Contents

I.	PREAMBLE	1
II.	SCOPE AND JURISDICTION	2
III.	GENERAL PROVISIONS.....	2
IV.	DUTIES OF THE DESIGNER.....	3
V.	ASSISTANT DESIGNERS	5
VI.	COMPENSATION AND PAYMENT SCHEDULE	6
VII.	PENSION AND WELFARE BENEFITS.....	9
VIII.	CO-PRODUCTIONS	9
IX.	POSTPONEMENT AND ABANDONMENT.....	11
X.	REIMBURSABLE EXPENSES.....	11
XI.	TRAVEL, HOUSING AND PER DIEM.....	12
XII.	BILLING.....	13
XIII.	PROPERTY RIGHTS	14
XIV.	SUBSEQUENT USE	15
	A. Original Employer Obligations.....	15
	B. Remounts and Revivals.....	16
	C. Moving the Production	17
	D. Transfers.....	17
	E. Tours.....	18
	F. Transfer of Tour	18
	G. Rental.....	19
	H. Sale	19
	I. Donation	20
	J. Partial Use	20
	K. Use for Different Production	21
XV.	ARCHIVAL AND PROMOTIONAL RECORDING	21
XVI.	MEDIA: CAPTURE AND BROADCAST	22
XVII.	SAFETY	23
XVIII.	NON-DISCRIMINATION AND ANTI-HARASSMENT.....	24
XIX.	RESPECTFUL WORKPLACE	25
XX.	LIABILITY, REPRESENTATIONS, AND WARRANTIES.....	25
XXI.	DISPUTE.....	26
XXII.	SAVING CLAUSE.....	27
	OFFICES.....	28

THE AGREEMENT

I. PREAMBLE

Whereas a Scenic Designer, Costume Designer, Lighting Designer, Sound Designer, Projection Designer (hereinafter referred to as the “Designer”) and/or their Assistants, (hereinafter referred to as “Assistant”) (hereinafter collectively referred to as the “Employee”) and a not-for-profit or commercial producer (hereinafter referred to as the “Employer” or “Producer”) have entered into an agreement wherein the Employee shall design a production (hereinafter referred to as the “Production”) and/or provide other services to the Employer with respect to the Production,

And whereas the Employer has recognized United Scenic Artists, Local USA 829, IATSE (hereinafter referred to as the “Union”), as the representative of the Employee with respect to the provision of designs and services to the Employer,

And whereas neither the Employer nor the Production is otherwise covered by or signatory to a Collectively Bargained Agreement,

The Employer and the Union hereby agree that with regard to the Production, the terms and conditions set forth herein shall govern the employment of the Employee.

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

It is hereby understood that this Agreement sets forth the minimum terms and conditions agreed to by the Employer and the Union and nothing herein shall prevent the Employee from negotiating better terms and conditions than those herein provided without limitation. Such better terms and conditions shall be set forth in a Rider to the *Cover Sheet* and shall in no way lessen, abrogate, or contradict any of the terms herein. Notwithstanding the foregoing, the terms and conditions of this Agreement shall not be modified except as may be expressly approved by the Union in writing.

II. SCOPE AND JURISDICTION

The scope of this Agreement applies to persons who are employed by the Employer to perform work covered under this Agreement, including but not limited to all Scenic Designers, Costume Designers, Lighting Designers, Sound Designers, Projection Designers, and all categories of Assistant Designers.

III. GENERAL PROVISIONS

- A. The Employee shall provide, as agreed upon by the Employer and the Employee, and according to the schedule specified in the *Cover Sheet* and Rider, visual presentations, specifications, selections, and/or approvals, and consultation customary for the execution of designs.
- B. The Employer will provide, as applicable and on a timely basis: accurate technical drawings for the Employer's theatre; up to date equipment inventories; a script or libretto if applicable; production schedules and budget; contact information for the general manager and/or technical director if applicable; and any other information required in order for the Employee to fulfill their obligations to the Production.
- C. The Employer shall inform the Employee of appropriate pre-production conferences connected with the Production, and the Employee shall, at the request of the Employer, attend such conferences so far as the Employee's contractual commitments permit.
- D. The Employee shall be responsible for the completion and delivery to the Employer of all designs and design specifications in accordance with the Employer deadlines. If all information required in Article III (B) above is not received in a timely manner, the Employee may request an extension of deadlines, which shall not be unreasonably withheld.
- E. A reasonable design period of not less than four (4) weeks is necessary prior to submission of the design for bids or beginning construction. For Lighting, Sound and Projection Designers, a design period of not less than four (4) weeks is necessary following the receipt of the final approved scenic design drawings. Additional consideration for Assistants and/or compensation will be provided if this period is unreasonably compressed.
- F. For the convenience of the Employer, an Employee employed under this Agreement may provide, at their own expense, an office sufficient to perform administrative duties and to produce the drawings, sketches, models, and other design work-product necessary to fulfill their obligations under this Agreement.
- G. Designers and Assistants shall not be required to perform the work of the production staff or crew, including the work of the costume shop staff or wardrobe crew.

- H. The Employer agrees to engage adequate quality personnel for the proper realization and installation of the designs for the Production.
- I. The Employer agrees to provide adequate workspace for costume fittings and storage of costumes during rehearsal. Such space shall be in reasonable proximity to the theatre or rehearsal hall and shall be secure and allow access at reasonable times.

IV. **DUTIES OF THE DESIGNER**

A. The **Scenic Designer** shall design the scenery and render the following services, if required, and agrees:

1. To complete sketches or sketch model(s) of the scenery, as necessary.
2. To supply working drawings, specifications for constructions, and color schemes or sketches as needed by the date specified in the contract Rider.
3. To supply the contracting painter with color schemes or color sketches sufficient for the contracting painter.
4. To design, select, or approve properties required for the Production, including draperies and furniture.
5. To supply specifications and revisions for competitive bids for scenery or property suppliers mutually satisfactory to the Employer and the Scenic Designer.
6. To attend rehearsals, tech, and previews as necessary to design the production.
7. To design and/or coordinate special scenic effects for the Production.

B. The **Costume Designer** shall design or coordinate the costumes and render the following services if required, and agrees:

1. To provide a costume plot and complete sketches or representation necessary for the execution of costumes and to design, select, or approve all accessories.
2. To supply color schemes/sketches or outline sketches with examples of materials for each costume including ornaments and detail.
3. To design, select, or coordinate all contemporary costumes, including selections from the performer's personal wardrobe when necessary.
4. To select appropriate costumes from stock, rental, or other resources and to coordinate their adaptations for the Production.
5. To supply specifications and revisions for competitive bids for costume shops or other suppliers mutually satisfactory to the Employer and the Costume Designer.
6. To supply specifications for the shop, if applicable, to make, sew, construct, and/or paint costumes and costume accessories and to approve their fabrication.

7. To oversee the alterations and fittings of the costumes.
8. To approve hairstyles and/or wigs, hairpieces, mustaches, beards, prosthetics, and special make-up.
9. To attend rehearsals, tech, and previews as necessary to design the Production.

C. The **Lighting Designer** shall design the lighting and render the following services, if required, and agrees:

1. To provide full lighting equipment lists and a light plot drawn to scale from Scenic Design and theatre drawings provided by the Employer.
2. To provide color, hook-ups, and instrument schedules including all information required for the realization of the design.
3. To coordinate and plot special lighting effects.
4. To supply specifications and revisions for competitive bids for lighting and special effects suppliers mutually satisfactory to the Employer and the Lighting Designer.
5. To oversee focusing of the lighting equipment and setting of the lighting cues.
6. To attend rehearsals, tech, and previews as necessary to design the Production.

D. The **Sound Designer** shall design the sound and render the following services, if required, and agrees:

1. To provide all designs and design consultation for the Sound Design.
2. To design a sound delivery system that will properly execute the needs of the Production.
3. To provide, as necessary, sound equipment lists and a plot, including all information required for the realization of the design.
4. To supply specifications and revisions for competitive bids for sound equipment and studio time from suppliers mutually satisfactory to the Employer and the Sound Designer.
5. To approve the installation, optimization, tuning, and balancing of the sound system.
6. To oversee the programming and integration of sound cues into the Production.
7. To attend rehearsals, tech, and previews as necessary to design the Production.

E. The **Projection Designer** shall design the projections and render the following services, if required, and agrees:

1. To provide all designs and design consultation for the Projection Design.
2. To design a visual effects delivery system that will properly execute the needs of the Production.

3. To provide technical drawings and specifications as required for the Production.
4. To supply specifications and revisions for competitive bids for the projection equipment and studio time from suppliers mutually satisfactory to the Employer and the Projection Designer.
5. To work with the Employer's technical staff to confirm the installation of the visual effects delivery system and the setting of cues.
6. To attend rehearsals, tech, and previews as necessary to design the Production.

V. ASSISTANT DESIGNERS

The Assistant Designer for any design category shall assist the Designer in that category in the work of the Designer.

- A. Assistants to the Scenic, Costume, Lighting, Sound, or Projection Designer (also referred to as "Assistants") shall be engaged by the Employer at the request of the Designer subject to the approval of the Employer. Such approval shall not be unreasonably withheld. The 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 Employer will make salary payment directly to the Assistant(s) each and every week for which they have been contracted and have worked.
- C. It is understood that the Assistant's work week consists of five (5) calendar days. The sixth (6th) day, if worked, will be prorated at one fifth (1/5) of the Assistant's agreed upon weekly salary. It is understood that a "company day off" (7th day) will be granted to the Assistant. If required to work on the "company day off" (7th day), the Assistant will receive two fifths (2/5) of the Assistant's agreed upon weekly salary for the seventh (7th) day.
- D. The Assistant shall not be required to perform the work of the production staff or crew, including the work of the costume shop staff or wardrobe crew.
- E. The Designer may authorize an Assistant to coordinate preliminary work or additional work after the Designer's termination date if the Designer is not available. For a revival or co-production, an Assistant may substitute for the Designer to coordinate the remounting of the design at the Employer's theatre or approve minor adaptation of the design as required at the new venue. This provision is subject to the Employer's approval, such approval not to be unreasonably withheld.

VI. COMPENSATION AND PAYMENT SCHEDULE

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

1. A *Cover Sheet*, provided by the Union, shall be promptly signed by the Employer and the Employee, each time and as soon as the Employee is engaged. The Employee shall not be required to furnish designs until the Employer has executed and the Union has approved said *Cover Sheet*. If the *Cover Sheet* is not signed concurrently, the Employer shall sign first and email a copy to the Union at LiveDesignJob@USA829.org concurrently with sending to the Employee for signature. The Employer shall submit the *Cover Sheet* and Rider, if applicable, accompanied by separate checks for the Pension and Welfare contributions, to the Union, within seven (7) business days of receipt of a signed copy from the Employee.
2. The Employer and the Employee shall agree on the compensation to be paid for each design project or service provided, and such compensation shall be stated on the *Cover Sheet*. A fee for each venue must be specified for Co-Productions, as described in Article VIII. Co-Productions.
3. The Employer and the Employee shall agree upon a scheduled termination date, on or before the official opening, which date shall be specified on the *Cover Sheet*.
4. No Employee's services shall be required beyond the contracted termination date specified on the *Cover Sheet*.
5. The announced closing date for not-for-profit theatre subscription productions, if known, must be stated on the *Cover Sheet*. Additional Weekly Compensation (AWC) is due if the production run is extended, as described in Article VI (E).
6. Better terms and conditions, schedules, and budget requirements specific to the Production shall be placed in a Rider to the *Cover Sheet* and shall be deemed a part thereof.

B. PAYMENT SCHEDULE

1. Designers

The Employer shall pay the agreed upon compensation to the Designer directly according to the following schedule:

- ONE THIRD (1/3) upon the signing of the *Cover Sheet* by the Employee;
- ONE THIRD (1/3) on the date that drawings, sketches, and/or specifications are accepted by the Employer, sufficient to begin execution of the design;
- ONE THIRD (1/3) upon the specified termination date, but in no event later than the Press Opening Night.

2. Assistants

Assistant Designers shall be paid no later than the Friday following the week in which the work is contracted and performed.

C. ADDITIONAL WORK

1. For any substantial changes or additions to scenery, costumes, and/or projections during the construction period, requested by and/or approved by the Employer, the Employer and the Employee shall agree upon additional compensation to be negotiated in good faith.
2. If any changes or additions to scenery, costumes, lighting, sound and/or projections are requested by the Employer after the termination date, and if the Employee agrees to make said changes or additions, the Employer and the Employee shall agree in advance on the number of days needed to make such changes. The Employee's compensation shall be no less than the minimum applicable Daily Rate listed in this Agreement.
3. Additional work will be memorialized in a Rider to the original *Cover Sheet* specifying the name of the Employee, name of the Production, dates, nature of the work, and total compensation. Such Rider will be submitted to the Union with separate checks for the Pension and Welfare contributions.

D. COMPENSATION

1. The fees listed on the attached Rate Sheet are minimums based on one venue and the budget categories as per the most recent Theatre Communications Group (TCG) survey (not-for-profit theatres), the Opera America survey (opera companies), and the Dance/USA survey (dance companies). The rates listed are minimums to be used as the basis of good faith negotiation between the Employer and the Employee for compensation appropriate to the specific design requirements of the Production. Upon request, the Employer shall provide to the Union documentation and/or information verifying the Employer's budget category.
2. For Commercial Theatres, the fees listed on the attached Rate Sheet are based on seating capacity, number of performances, and top ticket price. The rates listed are minimums and are to be used as the basis for good faith negotiation between the Employer and the Employee for compensation appropriate to the specific design requirements for the Production. Upon request, the Employer or their authorized representatives shall file with the Union documentation of the calculation used to determine the Tier Level to be used as the basis for minimum compensation.
3. If the Employer requires a full working color model, it is agreed that in order to

accomplish this work, the Scenic Designer will receive additional compensation and/or be supplied with an Assistant, to be negotiated and agreed to in advance.

4. For Sound Designers, pre-approved studio rental, content creation, any third-party costs, and original music costs shall not be included in the fee. For Projection Designers, pre-approved equipment and facilities, content creation, and any third-party costs shall not be included in the fee.
5. Compensation for subsequent use of the Design is governed by Article XIV. Subsequent Use.

E. ADDITIONAL WEEKLY COMPENSATION (AWC)

1. Starting with the first paid public performance, the Designers will receive AWC as negotiated by the parties, but in no event less than the AWC as set forth in the attached Rate Sheet. The AWC is based on an eight (8) performance week. Any variation in a performance week may be prorated. An additional one eighth (1/8) of the agreed upon AWC shall be paid for each performance beyond eight (8) in any performance week.
2. In all cases, AWC shall be paid to the Designer not later than the Thursday following the close of each week.
3. Pension and Welfare contributions are due on all AWC payments. These contributions shall be paid by separate checks and forwarded on a weekly basis directly to the appropriate United Scenic Artists business office listed at the end of this document.
4. Not-for-Profit Theatres are not obligated to pay AWC unless the Production is extended beyond the originally scheduled closing date as specified on the *Cover Sheet*. The Designer will receive Additional Weekly Compensation according to the attached Rate Sheet for all weeks that a production runs beyond the originally scheduled closing date as specified on the *Cover Sheet*.
5. AWC shall continue for the run of the Production, and for the entire run of each Subsequent Production (including but not limited to revivals, moves, transfers, tours, sales, or donations). For commercial Producers, should the seating capacity, top ticket price, and/or number of performances increase after the Opening of the Production or Subsequent Production, the minimum Additional Weekly Compensation shall be recalculated according to the attached Rate Sheet for all remaining weeks.
6. No waiver of AWC will be permitted without the specific prior written consent of the Designer and the prior approval of the Union.

VII. PENSION AND WELFARE BENEFITS

- A. In order to provide certain Pension benefits, the Employer shall make Pension contributions on behalf of every person employed hereunder, in an amount equal to Ten Percent (10%) of the gross compensation of each person so employed, to the ***United Scenic Artists Pension Fund***. The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the United Scenic Artists Local 829 Pension Fund as related to the contributions due as set forth hereinabove.
- B. In order to provide certain Welfare benefits, the Employer shall make Welfare contributions on behalf of every person employed hereunder, in an amount equal to Twelve Percent (12%) of the gross compensation of each person so employed, to the ***IATSE National Benefits Funds***. The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund, as restated September 22, 2005, and as amended, and said Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove.
- C. When the Employer makes their initial Welfare contribution or changes their address or Employer Identification Number (EIN), the Employer shall submit a *Company Data Sheet* to the appropriate Union office.
- D. Pension and Welfare contributions must be submitted on two separate checks, made payable to ***United Scenic Artists Pension Fund***, for Pension, and to ***IATSE National Benefit Funds***, for Welfare. Contributions must be submitted upon the filing of the *Cover Sheet* and Rider, if applicable, for each Employee employed under this Agreement, and sent to the appropriate Union office.
- E. For AWC, Daily Rate, or other compensation due under this Agreement, Pension and Welfare contributions shall be due and payable no later than seven (7) days following each payment of the AWC, Daily Rate, or other compensation.

VIII. CO-PRODUCTIONS

- A. Productions that are produced and financed jointly by two or more Employers (hereinafter referred to as the "Co-Producers" or the "Co-Employers") to be presented in more than one venue shall be considered "Co-Productions." The Co-Employers, through their designated "Lead Employer," shall jointly engage the Designer for the Co-Production. All Employers, performance venues, and performance dates or tentative dates, must be made known to the Designer and specified in writing as part of the *Cover Sheet* and Rider (if any). All terms of compensation for the entire Co-Production shall be set forth on the *Cover Sheet* and in the Rider (if any). All Co-Employers responsible for payment to the Designer must sign the *Cover Sheet*. If the Lead Employer pays all compensation, the Lead

Employer may sign on behalf of all Co-Employers.

- B.** A production designed for one venue or for a “Co-Production,” and subsequently performed at one or more venues not defined in the original *Cover Sheet*, shall be considered a Transfer as per the terms of Article XIV. Subsequent Use.
- C.** For any Co-Production (as defined above):
1. If there are two (2) Co-Employers, the Designer shall be compensated at no less than One Hundred Fifty Percent (150%) of the fee for the Employer in the largest budget group listed on the attached Rate Sheet.
 2. For each additional Co-Employer, beginning with the third (3rd) Co-Employer, the Designer’s fee will increase by no less than Fifty Percent (50%) of the original fee or Fifty Percent (50%) of the Co-Employer’s applicable minimum fee, whichever is greater. Each Co-Employer must be named on the *Cover Sheet* and Rider with dates of performances.
 3. The reduction in fees after the first venue in Co-Productions assumes a license fee with no Additional Work. If, after the first public performance, any Additional Work is required at the first venue or to accommodate any subsequent venue, the Designer and/or the Assistants shall be offered the first opportunity to perform such work and will receive no less than the Daily Rate for each day worked.
 4. If the Designer’s presence is required at a subsequent venue to attend rehearsals, load-in, technical rehearsals, or previews, the Designer shall be compensated at no less than the Daily Rate for each day worked, including travel days. The number of days shall be agreed upon by the Designer and the Employer at the time of execution of the original contract. Assistants will receive the Daily Rate for each day worked.
 5. The Designer and the Co-Employers may, at the signing of the Designer’s *Cover Sheet*, approve of an Assistant Designer to implement the design and coordinate the installation of the design used by the subsequent Co-Producers. Such Assistant will be compensated at no less than the applicable Designer Daily Rate. If the dates of any Co-Production change, any work or revision shall be subject to the Designer’s and/or Assistant’s availability, as applicable.
 6. Any use of the designs beyond those specified in the *Cover Sheet*, including Transfer of the Production to a venue not specified at the time of signing, shall be governed by Article XIV. Subsequent Use.

IX. POSTPONEMENT AND ABANDONMENT

- A.** If the opening date is postponed, payments shall be made with the same force and effect as if the Production had been carried out and opened on the originally named date, so long as the Designer has completed the necessary working drawings and color sketches or plots.
- B.** If the opening date is postponed for four (4) weeks or more, the Designer shall perform the remaining services only so far as the Designer's other contractual commitments permit. The Designer may, in this case, approve an Assistant Designer to be mutually agreed upon by the Employer and the Designer, to coordinate the realization and/or installation of the design for the Production. Additional fees for these added design services will be negotiated in good faith and agreed to prior to the commencement of the added design services.
- C.** In the event the Production is abandoned prior to the first public performance and the Designer has completed the necessary working drawings and color sketches or plots, the Designer and the Employer shall agree to negotiate the remaining payment due, but in no event will the Designer receive less than Two Thirds (2/3) of the originally agreed upon fee.
- D.** In the even the Production is abandoned, and the Designer has not completed the designs agreed upon, the Designer and the Employer shall agree to negotiate the remaining payment due, but in no event will the Designer receive less than One Third (1/3) of the originally agreed upon payment.

X. REIMBURSABLE EXPENSES

- A.** The Employer shall reimburse the Employee for pre-approved expenses incurred in the creation of the design for the Production including, but not limited to, the following: art and drafting materials, model building, sound studio expenses, a proportional share of computer software expenses, printing expenses, postage, shipping, and copying. Reimbursable Expenses do not include, nor shall the Employee be responsible to pay for, any materials necessary for the implementation of the design or any materials that are included in the production budget (such as lumber, equipment rentals, or costume materials).
- B.** The Employer agrees to make funds or forms of credit available, in advance, for production-related expenditures. The Employer shall notify the Employee prior to the commencement of work if they are tax exempt and if so, the Employee shall use their best efforts to use a legally executed Tax-Exempt Form as provided by the Employer. All cash expenditures will be accounted for to the Employer, in the form of receipts or other proofs of purchase, submitted no later than thirty (30) days after the official opening of the Production. The Employer shall reimburse the Designer for receipted expenses within ten (10) days of submission.

- C. No Employee shall be held responsible for use of a Tax-Exempt Form unless the Employer provides the Employee with an ID sufficient for acceptance of the Tax-Exempt Form.
- D. The Employer agrees to reimburse the Employee for all out-of-pocket expenses for local transportation when required for the purchase, coordination, or assembly of items related to the Production.
- E. To the extent permitted by Federal, State, and local laws, receipted reimbursed expenses shall not be considered income to the Employee, nor reported as income for tax purposes.

XI. TRAVEL, HOUSING, AND PER DIEM

A. Travel

The Employer agrees to provide, when the Employee is required to travel away from their point of residence for work on the Production:

1. Portal to Portal round trip transportation 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.
2. Reimbursement for transportation costs to and from Employee’s home and both the Theatre and the airport, terminal, or depot, whichever is applicable, by the least expensive reasonable means of transportation.
3. Baggage fees for up to two (2) bags of personal effects, provided they are not oversized or overweight. 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.
4. If the Employee elects to use their own vehicle, they shall be reimbursed at the current IRS mileage rate, for their expenses up to, but not to exceed, the cost of transportation as set forth above.

B. Housing

1. The Employer will provide clean, safe, and secure single occupancy hotel accommodations with private bath or a furnished apartment. Said accommodation shall provide high-speed consumer grade, broadband internet

access at no cost to the Employee.

2. If housing accommodations are more than one-half (1/2) mile from the workplace, and public transportation is unavailable, the Employer shall either provide transportation for the Employee or pay for non-public transportation for any trip requested or required by the Employer. If public transportation is unavailable, the Employer shall provide or pay for transportation if the Employee must travel more than one-half (1/2) mile for food, laundry, or other living necessities. All transportation shall be safe and secure.
3. The Employer will provide parking at the theatre or parking reimbursement, regardless of the Employee's residence.

C. Per Diem

1. For work that is required to be performed at the Employer's jobsite or at any performance venue(s) outside the Employee's point of residence, the Employer will provide per diem at the United States General Services Administration meal allowance rate for the year and city in which the work occurs.
 2. If the Employee is required by the Employer to attend meetings outside their point of residence, or to attend to matters of realization of the design away from their point of residence, including but not limited to shop/vendor visits or costume rentals, the Employer shall provide necessary per diem, travel and/or housing to be negotiated in good faith.
- D. Should there be a delay outside the Employee's control, e.g., weather, civil unrest, natural disaster, or epidemic, the Employer will cover the related travel and housing costs.

XII. BILLING

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

or award advertisements.

- D. Assistant Designers will receive billing in the usual and appropriate place in the staff listing section of the program. Notwithstanding the foregoing, the title Associate Designer may be given to an Assistant Designer in a design category at the discretion of the Employer upon recommendation of the Designer. When given, the title shall appear with the Assistant Designer's name in the usual and appropriate place in the staff listing section of the program.
- E. The Employer will include a biography of each Designer in the program for the Production. The Designer shall have the right of approval of biographical materials for the program. Approval must be in writing and shall not be unreasonably withheld. Biographical materials not approved within forty-eight (48) hours of its submission to the Designer shall be considered approved.
- F. Original cast recordings and any electronic reproduction produced or licensed by the Employer shall include the names of all Designers if the Director's name appears.
- G. The following notice or other acceptable written recognition shall appear in all Employer programs:

*United Scenic Artists, Local USA 829, IATSE is the union representing
Scenic, Costume, Lighting, Sound and Projection Designers in Live Performance.*

Such notice will appear with the USA 829 logo, of which multiple formats are available for download on the Union's website here: [USA829 Logos](#).

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.

XIII. PROPERTY RIGHTS

- A. All rights in and to the design as conceived by the Designer in the course of the rendition of their services hereunder shall be, upon its creation, and will remain, the sole and exclusive property of the Designer; it being understood, however, that the Employer and their licensee(s) shall have a perpetual and irrevocable license to use the designs in any stage production or electronic reproduction of the play as per the terms of this Agreement. Any additional use or license of the design by the Employer shall be subject to further agreement between the Employer and the Designer.
- B. Except for matters of safety, the Employer agrees not to alter nor to permit anyone to alter or make substitutions for scenery, properties, costumes, lighting, sound, projections, or special effects as designed and approved by the Designer after the

termination date without the deliberate written consent and approval of the Designer, which shall not be unreasonably withheld.

- C. All original drawings, renderings, models, paint 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 Employer shall have the right to retain copies of all the foregoing, however the Employer shall not be permitted to share the copies digitally or otherwise without the express permission of the Designer. Design materials retained by the Employer may be used for their promotional and public relations purposes only, which are understood to include community, promotional, and similar noncommercial purposes.

XIV. SUBSEQUENT USE

The Employer or their licensee shall not use the designs for the scenery, the scenery as a whole, the designs for the costumes, the complete set of costumes, the design for the lighting, the design for the sound, the recordings or other sound media, the design for the projections or the projection media, in any live stage production or electronic reproduction of the Production without the prior written permission of and additional compensation to the Designer. Except as provided in the terms listed below, compensation for subsequent use or license of the design by the Employer shall be subject to additional agreement between the Employer and the Designer.

A. Original Employer Obligations

1. Right of First Refusal

The Designer shall have the right of first refusal to design the first subsequent production of the Production produced, co-produced, leased, licensed, or assigned by the Employer or their licensee(s) subject to the then applicable United Scenic Artists rates and conditions.

2. Required Notice

The Employer shall give written notice to the Designer and the Union, of their intent to use original design(s) in order to remount, revive, move, or tour the Production; or their intent to transfer the Production to another producer through license, lease, sale, rental, donation, or any other means (hereinafter referred to as the "Subsequent Production"). The Employer will supply the production schedule and dates of the Subsequent Production, if known, at the time of notification.

3. Ownership of Design

All rights to and ownership of the design as conceived by the Designer will remain the sole and exclusive property of the Designer. Designs may only be used following compliance with this Article XIV. Subsequent Use. Compliance

shall include Notice, Securing Rights, Compensation, and Benefits as described herein.

4. Securing Rights in Writing

The original Employer shall be responsible to the Designer to secure in writing from any individual or company who buys, leases, rents, licenses, or otherwise receives through a donation or any other means the scenic, costume, lighting, sound, or projection designs, or design concepts, all rights and compensation as contained herein.

5. Contract

A new *Cover Sheet* or a Rider to the original *Cover Sheet* shall be filed with the Union before the first public performance of the Production.

6. Benefit Payments

All Subsequent Use compensation shall be subject to Pension and Welfare contributions.

B. REMOUNTS AND REVIVALS

If the original Employer uses the original design in a remount or revival of the Production:

- 1. Original Employer Obligations** as described in Article XIV (A) must be met.
- 2. Fees:** The Designer will receive a minimum of Fifty Percent (50%) of the Designer's original fee or Fifty Percent (50%) of the current applicable minimum fee, whichever is greater. For Opera and Dance productions, the Designer will receive a minimum of Twenty-Five Percent (25%) of the Designer's original fee or Twenty-Five Percent (25%) of the current applicable minimum fee, whichever is greater.
- 3. AWC:** The Designer will receive Additional Weekly Compensation (AWC) as outlined in Article VI (E).
- 4. Additional Work:** If there is additional work required, including but not limited to redesign and/or attendance at fittings, rehearsals, technical rehearsals, and/or previews, the Designer shall be afforded the first option to perform such additional work and shall have fourteen (14) days in which to respond to the Employer, in writing. The Employer and the Designer shall agree in advance on the scope of the work and compensation to be paid at no less than the applicable Daily Rate herein. To the extent that the Designer is unable or unwilling to perform the additional work, the Employer, after consultation with the Designer, may employ, at their cost, another person to perform the additional work.

C. MOVING THE PRODUCTION

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

1. **Original Employer Obligations** as described in Article XIV (A) must be met.
2. **AWC:** The Designer will receive Additional Weekly Compensation (AWC) as outlined in Article VI (E).
3. **Additional Work:** If there is additional work required, including but not limited to redesign and/or attendance at fittings, rehearsals, technical rehearsals and/or previews, the Designer shall be afforded the first option to perform such additional work and shall have fourteen (14) days in which to respond to the Employer in writing. The Employer and the Designer shall agree in advance on the scope of the work and compensation to be paid at no less than the applicable Daily Rate herein. To the extent that the Designer is unable or unwilling to perform the additional work, the Employer, after consultation with the Designer, may employ, at their cost, another person to perform the additional work.

D. TRANSFERS

If the original Employer moves a Production to a different Employer, typically with artistic input from both the original Employer and the subsequent Employer:

1. **Original Employer Obligations** as described in Article XIV (A) must be met.
2. **Fees:** The Designer will receive a minimum of Seventy-Five Percent (75%) of the Designer's original fee. If the Subsequent Employer is covered by another Local USA 829, IATSE Agreement containing better terms and conditions than those herein, such applicable Agreement shall prevail. If the Employer transfers the Production with the original designs to a Tony Eligible Broadway Theatre, the terms and conditions as set forth in the United Scenic Artists/Broadway League Agreement shall prevail.
3. **AWC:** The Designer will receive Additional Weekly Compensation (AWC) as outlined in Article VI (E).
4. **Additional Work:** If there is additional work required, including but not limited to redesign and/or attendance at fittings, rehearsals, technical rehearsals and/or previews, or if the Designer is required to attend the load-in and/or performances at the new theatre, the Designer shall be afforded the first option to perform such additional work and shall have fourteen (14) days in which to

respond to the Employer in writing. The Employer and the Designer shall agree in advance on the scope of the work and compensation to be paid at no less than the applicable Daily Rate herein. To the extent that the Designer is unable or unwilling to perform the additional work, the Employer, after consultation with the Designer, may employ, at their cost, another person to perform the additional work.

E. TOURS

A Tour is a production that moves to multiple venues with minimal alteration. This Article XIV (E) shall apply to productions subsequently sent out on tour. For productions created as a "tour package" and not for a single venue, a full fee per the attached Rate Sheet shall be paid.

1. **Original Employer Obligations** as described in Article XIV (A) must be met.
2. **Fees:** If a "sit down" production closes and is subsequently sent out on tour by the original Employer, the Designer will receive a minimum of Fifty Percent (50%) of the Designer's original fee or Fifty Percent (50%) of the applicable fee had the production been created to tour, whichever is greater. For Opera and Dance Productions, the Designer will receive no less than Twenty-Five Percent (25%) of the Designer's original fee or Twenty-Five Percent (25%) of the current minimum, whichever is greater.
3. **AWC:** The Designer will receive Additional Weekly Compensation (AWC) as outlined in Article VI (E). If a touring production goes on hiatus or closes and is later reopened, the Designer's Additional Weekly Compensation (AWC) shall resume with the first paid performance.
4. **Additional Work:** If there is additional work required to prepare the Production to tour, including but not limited to redesign and/or attendance at fittings, rehearsals, technical rehearsals and/or previews at the first "jump" following the first city, the Designer shall be afforded the first option to perform such additional work and shall have fourteen (14) days in which to respond to the Employer in writing. The Employer and the Designer shall agree in advance on the scope of the work and compensation to be paid at no less than the applicable Daily Rate herein. To the extent that the Designer is unable or unwilling to perform the additional work, the Employer, after consultation with the Designer, may employ, at their cost, another person to perform the additional work.

F. TRANSFER OF TOUR

If the original Employer leases or licenses the touring rights to another producer, or if the original Employer has no touring rights, or relinquishes their touring rights but rents or sells the physical Production to another producer for the purpose of

touring:

1. **Original Employer Obligations** as described in Article XIV (A) must be met.
2. **Fees:**
 - a) The Scenic, Costume, and Projection Designers will receive a minimum of Seventy-Five Percent (75%) of the Designer's original fee or Seventy-Five Percent (75%) of the applicable fee had the Production been created to tour, whichever is greater.
 - b) The Lighting and Sound Designers shall be offered the first opportunity to design the tour and will receive the full applicable fee for the tour.
3. **AWC:** The Designer will receive Additional Weekly Compensation (AWC) as outlined in Article VI (E).

G. RENTAL

If the Employer rents the existing scenery, costumes, lighting, sound, or projection designs for a theatrical use other than described in Article XIV (A) through (F) above, including the rental of a unique design element, then:

1. **Original Employer Obligations** as described in Article XIV (A) must be met.
2. **Fees:** The Designer will receive not less than Twenty Percent (20%) of the rental price or Fifteen Percent (15%) of the original design fee, whichever is greater.
3. **Additional Work:** The receiver of the Production shall offer the original Designer the first opportunity to perform any work required to reuse the design. If there is additional work required, the Designer shall be afforded the first option to perform such additional work and shall have fourteen (14) days in which to respond to the Employer in writing. The Employer and the Designer shall agree in advance on the scope of the work and compensation to be paid at no less than the applicable Daily Rate herein. To the extent that the Designer is unable or unwilling to perform the additional work, the Employer, after consultation with the Designer, may employ, at their cost, another person to perform the additional work.

H. SALE

If the Employer sells the existing scenery, costumes, lighting, sound, or projection designs for a theatrical use other than described in Article XIV (A) through (F) above, including the sale of a unique design element then:

1. **Original Employer Obligations** as described in Article XIV (A) must be met.
2. **Fees:** The Designer will receive not less than Twenty Percent (20%) of the sale

price or Twenty Percent (20%) of the original design fee, whichever is greater.

3. **AWC:** The Designer will receive Additional Weekly Compensation (AWC) as outlined in Article VI (E).
4. **Additional Work:** The receiver of the Production shall offer the original Designer the first opportunity to perform any work required to reuse the design. If there is additional work required, the Designer shall be afforded the first option to perform such additional work and shall have fourteen (14) days in which to respond to the Employer in writing. The Employer and the Designer shall agree in advance on the scope of the work and compensation to be paid at no less than the applicable Daily Rate herein. To the extent that the Designer is unable or unwilling to perform the additional work, the Employer, after consultation with the Designer, may employ, at their cost, another person to perform the additional work.

I. DONATION

If the Employer donates a production to a third party ("Donee"):

1. **Original Employer Obligations** as described in Article XIV (A) must be met.
2. **AWC:** The Designer will receive Additional Weekly Compensation (AWC) beginning with the first paid public performance. AWC will be negotiated in good faith.
3. **Additional Work:** The receiver of the Production shall offer the original Designer the first opportunity to perform any work required to reuse the design. If there is additional work required, the Designer shall be afforded the first option to perform such additional work and shall have fourteen (14) days in which to respond to the Employer in writing. The Employer and the Designer shall agree in advance on the scope of the work and compensation to be paid at no less than the applicable Daily Rate herein. To the extent that the Designer is unable or unwilling to perform the additional work, the Employer, after consultation with the Designer, may employ, at their cost, another person to perform the additional work.

J. PARTIAL USE

If the Renting Company or Purchasing Company does not wish to acquire the entire Production, nothing contained herein shall imply that the sale or rental of individual design categories (scenery, costumes, lighting, sound, or projections) shall require sale or rental payment of the remaining design categories. Designs not sold, rented, or used by the Renting Company or Purchasing Company shall remain covered by this Agreement and shall not become part of the new Agreement.

K. USE FOR A DIFFERENT PRODUCTION

If existing scenery, costumes, lighting, sound, or projections are used in their entirety (or substantially so) by the Employer or by a third party for a theatrical production other than that for which the designs were originally created:

1. **Original Employer Obligations** as described in Article XIV (A) must be met.
2. **Fees:** The Employer shall pay the Designer not less than Seventy-Five Percent (75%) of their original fee or Seventy-Five Percent (75%) of the current applicable minimum fee for the venue of the Production, whichever is greater.
3. **AWC:** The Designer will receive Additional Weekly Compensation (AWC) as outlined in Article VI (E).
4. **Additional Work:** If there is additional work required to adapt the designs to the new Production, the Designer shall be afforded the first option to perform such additional work and shall have fourteen (14) days in which to respond to the Employer in writing. The Employer and the Designer shall agree in advance on the scope of the work and compensation to be paid at no less than the applicable Daily Rate herein. To the extent that the Designer is unable or unwilling to perform the additional work, the Employer, after consultation with the Designer, may employ, at their cost, another person to perform the additional work.

XV. ARCHIVAL AND PROMOTIONAL RECORDING

- A. Where any part of the scenery, costumes, lighting, sound and/or projections, or the design for same, are broadcast, captured or recorded during rehearsal or performance by any means for use as a television or internet broadcast advertisement, or for an educational or promotional documentary or program about the Production; and where no more than fifteen (15) minutes of edited performance and/or rehearsal capture are used, no additional compensation shall be due to the Designer.
- B. For archival purposes of the theatre or other official library theatrical archive, the Employer shall have the right to make a film or other capture of the final dress rehearsal or one single performance of the Production. Such archival recording shall be labeled "for archival use only" and shall remain in the Employer's possession or at a designated library theatrical archive at all times.
- C. The Employer shall not release any part of a promotional or archival recording, for any purpose whatsoever, without the prior written consent of the Designer and the Union.

XVI. MEDIA: CAPTURE AND BROADCAST

Except as expressly provided for herein, no Employer, Subsequent Employer or any third party shall capture, broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance, or any other part of the Production, where any part of the scenery, costumes, lighting, sound and/or projections for the Production, or the designs for the Production, can be seen or heard.

- A.** The Employer shall notify in advance and in writing the Union and the Designer, prior to any capture, recording or broadcast of the Production. Notice of all such broadcasts and/or any such capture or recording, and of the agreed upon compensation to be paid therefore, shall be filed with the Union as an addendum to the *Cover Sheet*.
- B.** The Employer shall not have the right to assign, lease, sell, license or otherwise distribute, directly or indirectly, any of the designs and/or scenery, costumes, lighting, sound and/or projections for use in motion pictures, videotape, compact disc, digital video disc, television, live broadcasts, simulcast, tapes or film, or any method that currently exists or that may be developed in the future, for any use whatsoever, except as specified in this Agreement, without the prior written approval of the Designer and without negotiating with the Union for such use.
- C.** Where the designs in this Agreement and/or any scenery, costumes, lighting, sound or projections, in part or in whole, used for reproduction for television broadcasting (whether live, filmed or any other process), streamed live, or released in any other format including but not limited to VOD (Video On Demand), Digital Cinema or for direct sales to the public, in any and all media now known or hereafter devised, the Employer shall agree that prior to such use, the Employer will deposit in the office of the Union a bond in the form of cash, cashier's check, or a bank issued Letter of Credit, in a sum equal to the following amounts in full consideration for such use:
 - 1.** For any single use, including but not limited to television (whether by closed-circuit, cable, satellite, or over-the-air broadcast), internet streaming, VOD, Digital Cinema, or direct sales to the public: The Designer's fee shall be negotiated on a case-by-case basis.
 - 2.** For any single commercial use, including but not limited to television (whether by closed-circuit, cable, satellite, or over-the-air broadcast), internet streaming, VOD, Digital Cinema, or direct sales to the public: The Designer's fee is One Hundred Percent (100%) of the Designer's original design fee, or Five Thousand Dollars (\$5,000), whichever is greater.

3. For any single non-commercial use, including but not limited to television (whether by closed-circuit, cable, satellite, or over-the-air broadcast such as PBS), internet streaming, VOD, Digital Cinema, or direct sales to the public: The Designer's fee is Seventy-Five Percent (75%) of the Designer's original design fee, or Three Thousand Five Hundred Dollars (\$3,500), whichever is greater.
 4. The rights granted under this provision are limited to a single broadcast or release and no rights are granted beyond this initial broadcast/release (except for PBS where a single release shall be defined as unlimited broadcasts over a one week period), nor is any right granted herein to reproduce said television broadcast or showing by means of film, electronic tape or other means, except upon written agreement with the Designer and the Union and upon payment of the monies for each broadcast as provided herein.
- D. For all broadcasts, releases or recordings of the Production which use the original scenery, costumes, lighting, sound or projections, or the designs for same, the Designers will receive legible on-screen billing as follows, unless otherwise agreed: Scenery designed by _____, Costumes designed by _____, Lighting designed by _____, Sound designed by _____ and Projections designed by _____.
- E. The Employer shall not create or license the creation of products including, but not limited to, compact discs (CDs), digital video discs (DVDs), Blu-Ray, or other direct to the public media, or electronic download, or any and all media now known or hereafter devised, in the world, in perpetuity, made from captured material, without reaching an agreement for such creation and distribution with the Union.
- F. For archival purposes, the Employer may make a film, videotape, or other visual record of the Production. Such record shall be labeled "for archival use only." The Employer shall provide advance written notice to the Designer(s) and the Union prior to any capture or recording of the Production hereunder.
- G. The Employer may show a segment of no more than fifteen (15) minutes duration of the Production when it is presented for the purpose of exploiting and advertising the current Production during the period of its presentation. The Producer shall provide advance written notice to the Designer(s) and the Union prior to any capture or recording of the Production hereunder.

XVII. SAFETY

- A. The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state, and local laws and regulations.
- B. The Employer and the Union recognize that it is in their mutual best interest to promote safe and healthy conditions in the Employer's workplace(s). The Employer

and the Union 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.

- C. Notwithstanding the foregoing, the Employer agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Union has undertaken or assumed any part of that responsibility.

XVIII. NON-DISCRIMINATION AND ANTI-HARASSMENT

- A. Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, the Employer and the Union mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from 'underrepresented populations' in order to foster a more inclusive, equitable and diverse workforce in the live performance industry. Historically, 'underrepresented populations' have traditionally been defined as women, racial and ethnic minorities, LGBTQIA+, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.
- B. The Employer and the Union agree that under this Agreement, all parties shall strive to create an environment free of discrimination with respect to wages, terms, conditions, privileges of, or opportunities for employment because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political persuasion, citizenship status, or any other categories protected by State and local laws and Union membership.
- C. The Employer shall not discriminate against any Employee because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political persuasion, citizenship status, or any other categories protected by State and local laws and Union membership.
- D. The Union shall not discriminate against any member or applicant for membership because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political

persuasion, citizenship status, or any other categories protected by State and local laws and Union membership.

XIX. RESPECTFUL WORKPLACE

The Employer and the Union acknowledge the need to create a safe, healthy, and respectful workplace. The Employer represents and warrants that they will endeavor to maintain a work environment free of harassment, bullying or other disrespectful behavior. Harassment, bullying and/or other disrespectful behavior will be promptly addressed by the appropriate supervisor and/or human resources personnel in accordance with the applicable policy.

The Employer shall furnish to the Union a copy of the Employer's non-discrimination and anti-harassment policy, which shall also include a provision prohibiting bullying and other disrespectful behavior and contain a clearly defined reporting process. The Employer's policy shall be distributed to all contracted Union members at time of hire.

When an Employee makes a complaint pursuant to the Employer's non-discrimination and anti-harassment policy, and/or otherwise reports such behavior to production management, the Employer shall:

1. Notify the Union of the complaint within five (5) business days.
2. Provide any Union member with an opportunity to have a Union representative attend any investigatory interview conducted in connection with the complaint.
3. Notify the Union of the outcome of the investigation within five (5) business days of the conclusion of the investigation including but not limited to any proposed corrective action. The Employer shall also follow the above protocol if a Union-represented Employee is named as an individual alleged to have engaged in any disrespectful workplace conduct.

The Employer and the Union recognize that interactive, industry-specific training is an effective tool for addressing disrespectful behavior in the workplace including training for supervisors and managers on how to respond to such behavior whether reported or observed. The Employer will endeavor to provide such training to Employees even in the absence of mandatory requirements under federal, state, or local law.

The Union shall be notified of any training not later than five (5) business days in advance of the training and a Union representative shall be afforded the opportunity to attend the training.

XX. LIABILITY, REPRESENTATIONS, AND WARRANTIES

- A. The Employer acknowledges that the Employees are responsible for the visual and/or aural aspects of the Production only, and it is understood that all specifications relate to those aspects of the design and not to matters of safety. The

Employee agrees to make prompt correcting alterations to any specification found by the Employer to be incompatible with proper safety precautions.

- B.** The Employer will indemnify, defend, save, and hold the Designers and Assistants, their heirs, executors, administrators, and assigns harmless from and against any and all liability, charges, costs, expenses, claims, and/or other loss, including attorneys' fees, whatsoever which they may suffer by reason of the designs furnished hereunder, except for a Designer's material breach of any representation, warranty or agreement contained herein.
- C.** The Designer shall submit a list containing complete and accurate information that is known, should be known, or that is reasonably ascertainable, regarding any aspect of the design, or any elements within the design to which another party may claim rights or ownership, for approval and clearance by Employer. Designer agrees to provide replacement content for any material not approved by Employer or for which Employer is unable to obtain clearance for use.
- D.** With the exception of all designs and elements listed pursuant to Article XX (C) above, the Designer represents and warrants that their designs are original and that the designs and/or elements thereof, do not and will not violate or infringe upon any right whatsoever of any party including, but not limited to, copyright, trademark, contract, property, or civil right.
- E.** The Employer agrees that it shall carry comprehensive general liability insurance applicable to any claims that may arise due to any work performed under this Agreement. The Employees shall be furnished with a copy of the certificate of such insurance, upon request.

XXI. DISPUTE

- A.** In the event of a difference, dispute, or controversy between the parties hereto relating to this Agreement, which cannot be settled by representatives of the Union and the Employer, the matter shall be submitted to an arbitrator designated by the American Arbitration Association. The arbitration shall be conducted in New York City and in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association.
- B.** The arbitration shall be by one Arbitrator whose fees and expenses, including expenses normally charged by the American Arbitration Association, shall be apportioned equally between the Employer and the Union. It is further understood that each party is responsible for and shall pay the cost of their own transcript, witnesses, representatives, etc. in the presentation of their case before the Arbitrator.

C. The Arbitrator shall not have the power to amend, modify, alter, or subtract from this Agreement.

D. The decision of the Arbitrator shall be final and binding on all parties.

XXII. SAVING CLAUSE

If 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 Employer, the remaining provisions of this Agreement shall not be affected but shall remain in full force and effect.



National Office

New York	Address:	29 West 38 th Street, 15 th Floor New York, NY 10018
	Phone:	212-581-0300
	Business Representative, Live Performance:	Adam Levi
	Associate Business Representative:	Teresa Gozzo
	Assistant Business Representative:	Anand Tripathi
	States:	New Jersey, New York, Pennsylvania, Puerto Rico Canadian provinces: Quebec, Newfoundland, and Labrador All other international employers

Satellite Offices

Western	Address:	6285 East Spring Street, #108 Long Beach, CA 90808
	Phone:	323-965-0957
	Business Representative:	Monique L'Heureux
	Assistant Business Representative:	Nathan Brady
	States:	Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming Canadian provinces: Alberta, British Columbia, Saskatchewan, Yukon, Northwest Territories
Central	Address:	111 North Wabash, Suite #2107 Chicago, IL 60602
	Phone:	312-857-0829
	Business Representative:	Matt Walters
	Associate Business Representative:	Beth Zupec
	States:	Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas, Wisconsin Canadian provinces: Manitoba, Ontario, Nunavut
Mid-Atlantic	Address:	1444 Church Street NW, #401 Washington, D.C. 20005
	Phone:	917-408-6134
	Business Representative:	Martha Mountain
	States:	Alabama, Delaware, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, West Virginia, Washington, DC.
New England	Address:	292 Newbury Street, Box #380 Boston, MA 02115
	Phone:	401-369-0460
	Business Representative:	Kevin Sciotto
	States:	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont