



Los Angeles 99-Seat Plan

1. Overview

(A) The Los Angeles 99-Seat Theatre Plan (hereafter referred to as the "Plan.") has been adopted by the Council of Actors' Equity Association (hereafter referred to as "Equity") and constitutes Equity policy for members participating in any production covered by the Plan. An Equity member shall not participate in such a production unless the Producer has signed and is complying with the terms and conditions of the Plan.

(B) The Plan is based on the premise that Plan Theatres utilize the work and talent of Equity members, without wage compensation. Therefore, all members rendering services under the auspices of the Plan are volunteers who subsidize the Theatre. Accordingly, the purpose of the Plan is to best protect the interests of the members who volunteer at the Plan Theatres with regard to safe and sanitary issues, the integrity of working conditions other than wages, and to insure that the members will not be economically subsidizing the Theatre beyond donation of their services.

(C) Equity shall have the sole determination as to whether and to whom the Plan shall be issued. If any of the provisions herein contained are violated, abridged or modified, the Plan may be withdrawn by Equity. This is not a contract. This is a code.

(D) There will be a permanent Review Committee, composed of eight members: four theatre representatives, and four appointed by Equity. The Review Committee shall meet on a regular basis to monitor and study the impact, implementation, problems, and operations of the Plan, and will provide reports and recommendations to Equity about the Plan.

(E) Recording. No taping, filming or recording of any rehearsal or performance of a Plan production may be made without written permission of Equity (except as in Section 10).

2. Definitions and References

(A) The Plan is a set of minimum conditions established by Equity under which its members and all other 4A's (Associated Actors and Artistes of America) members (SAG, AFTRA, AGVA, AGMA) may perform without benefit of an Equity contract. No such member may perform with any organization that has not agreed in writing to abide by the conditions of the Plan.

(B) The terms Plan or Plan Production shall refer to any production mounted under the terms of the Plan.

(C) A Plan Production shall mean a production in which Equity members, and all other 4A's members, (hereafter referred to as "members" or "Actors"), elect to participate in presenting plays in limited performance schedules for the benefit of participating members under the terms and conditions set forth herein.

(D) Productions may be mounted under the Plan as follows:

- 1) Only in Los Angeles County.
- 2) Only with the express permission of Equity.
- 3) Any Producer on the Equity list of Defaulting Producers shall not be accorded the privileges of the Plan.
- 4) Theatre for Young Audiences, Cabaret, Dinner Theatre style productions will not be allowed under this Plan.
- 5) Touring productions will not be allowed under this Plan.

(E) Actor/Stage Manager participation under the Plan shall not count towards Equity membership or membership candidacy.

(F) The person who has agreed in writing to abide by the Plan shall be the person who signs the Plan as the Producer, whether on behalf of oneself, a group of individuals, an institutional theatre, or a corporation.

(G) A Plan Theatre is an Equity-approved space that has no more than 99 Seats. Equity will not approve the use of the Plan in a larger theatre that has been reduced to 99 seats.

(H) An audience may not exceed 99 persons; Standing room shall be prohibited.

(I) A performance shall mean any presentation, including previews and/or rehearsals, before a paid audience. This Plan does not cover in-house workshops or staged readings. Such performances are covered by other Equity policies.

3. Requirements

(A) A signed application for use of the Plan must be filed by the Producer for each production and accepted by Equity no less than 14 days prior to the first rehearsal. Failure to file in a timely manner will subject the Producer to a \$25 fee. Equity will act upon an application within 14 days of filing.

(B) The Producer shall ensure that appropriate liability/personal injury insurance shall be provided to cover Actors as volunteers at all interviews, auditions, rehearsals and performances. The name of the insurance carrier shall be made available to Actors at the place of interview, audition, rehearsal and performance. In the event of an injury, the Producer shall advise the Actor of the procedure for filing a claim.

(C) The Producer shall be required to submit to Equity a final statement of actual expenses, income and attendance on the attached form no later than 30 days after the close of a production. Failure to file within the 30 days will subject the Producer to a \$25 fee.

(D) The Producer may not, in order to supplement the production budget, request or require financial contributions, loans, tuition's, fees, assessment or payments of any kind from cast members or stage managers.

(E) No changes in the starting date of the rehearsal period, or in the permanent performance schedule may be made without prior notification to Equity.

(F) A designated Equity representative may attend any audition, rehearsal or performance of a Plan Production.

4. Casting Procedures

(A) Every theatre or Producer shall accept all Actor submissions for an audition and shall fairly consider any Actor who

requests to be seen. Should the Producer solicit talent through the use of "Breakdown Services," the Producer shall also submit an identical breakdown to be run in all local casting newspapers.

(B) Auditions, excluding initial interviews, shall be limited to three in number. Actors shall be paid a \$25 fee for the fourth and each subsequent audition.

(C) The Producer must provide, maintain and monitor a sign-in sheet and interview Actors in the order in which they arrive and sign in. Said sign-in sheet will be made available to Equity upon request.

(D) No interviews or auditions for members may be held during the hours of an Equity Membership meeting.

(E) All safe and sanitary conditions as specified herein shall apply to interview and audition locations.

(F) At all calls, Producers must post tentative production schedules. Theatre operating guidelines that have been approved by Equity and which are not in conflict with this Plan shall also be posted.

5. Presentation Conditions

(A) No member shall be required to expend moneys for production expenses upon the promise of reimbursement.

(B) There shall be no discrimination against any performer or stage manager by reason of race, color, creed, sex, age, national origin, sexual orientation, disability, membership in Equity, or union activity.

(C) All facilities must be in accord with current applicable municipal fire laws and shall also comply with the following safe and sanitary conditions:

- 1) Restrooms must be kept clean and maintained.
- 2) Private indoor changing areas must be provided.
- 3) Drinking water must be provided.
- 4) The backstage area must be kept hazard free and luminous tape or adequate lighting must be used.
- 5) A valuables lock-up will be provided.
- 6) Actors shall not perform on any surface deemed by Equity to be unsafe.
- 7) Smoke, Fog and raked stages may not be used without written permission from Equity.
- 8) Parking will be available at no cost to the Actors during both rehearsals and performances

(D) The following Rules and Requirements regarding performances and auditions where nudity and/or acts of a sexual nature are involved will apply:

- 1) No nudity shall be permitted at Equity interviews. In any production containing nudity, a full list of the Plan rules governing the rights of each performer during every interview and audition shall be conspicuously posted at each and every interview and audition.
- 2) No Actor shall be required to disrobe, in whole or in part, until after they have been auditioned as an Actor.
- 3) Nudity at auditions may be permitted only under the following guidelines:
 - (a) When an Equity Stage Manager or official representative of Equity is present.
 - (b) When the professional and artistic position of all persons (i.e. Producer, Director, and Choreographer) has been verified.
 - (c) When it has been clearly understood that no sex acts shall be requested or required at any time during the

audition.

- 4) Where nudity and/or acts of a sexual nature are required of a performer in the course of the stage presentation, the performer must be so advised, in writing IN ADVANCE of the performer's signing the Plan. The script shall be submitted to the performer for prior perusal if the performer so requests.
- 5) Actual sex acts shall not be requested or required of a performer at any time.
- 6) Actor may not pose for nude photographs or appear nude for any motion picture filming, videotaping or other forms of visual recording without the consent of Equity.
- 7) Actor shall not, while nude, mix with the audience or leave the backstage or performing area.

6. Deputies

- (A) The Deputy is a liaison between the production and Equity. Production problems, questions about the Plan rules, and possible infringements, should be reported to the Deputy who will contact Equity.
- (B) At the first rehearsal 4-A's union cast members will elect a Deputy by secret ballot from among the members present. The deputy's name will be noted on the signature page of the Plan and forwarded immediately to Equity by the Producer.
- (C) The Deputy will post a copy of the Plan in a conspicuous place where it shall be displayed from the first rehearsal throughout the run of the production.

7. Rehearsal Conditions

- (A) At the first rehearsal the signature page of the Plan must be signed by all members and filed immediately with Equity by the Producer. No member may rehearse without first signing the Plan. Any member joining the company after rehearsals have begun shall sign the Plan no later than their first rehearsal.
- (B) Absence from rehearsals shall be allowed for 4-A's auditions, 4-A's work, and *bona fide* personal emergencies. No rehearsal for Equity members may be scheduled during Equity membership meetings unless the day of a meeting coincides with an opening night.
- (C) The rehearsal period of a Plan Production shall not exceed eight consecutive weeks.
- (D) Rehearsals for any member shall not exceed eight hours per day, and combined weekly rehearsal and performance hours shall not exceed thirty-six hours per week.
- (E) The Producer shall make best efforts to ensure that a stage manager shall be present at all rehearsals and performances commencing with the first read-through.
- (F) There shall be a break of five minutes in each hour of rehearsal for both dramatic and musical productions. If a five-minute break is not given by the end of the hour, a ten-minute break must be provided at the end of one and one-half hours. No Actor shall rehearse more than five consecutive hours without a meal break of one hour.
- (G) There shall be a twelve-hour rest period between the end of rehearsal or performance on one day and the beginning of rehearsal or performance on the next day, except for the rest period preceding the day of the first paid public performance when the rest period may be ten hours.

(H) There shall be one full day off after every six days of rehearsal and/or performance. No Actor shall be requested to rehearse more than six consecutive days.

(I) The Producer agrees that best efforts will be made to make optimum use of the Actors' time and energy by staggering calls.

(J) Rehearsal rules will apply for up to six paid public performances or the official opening, whichever comes first. This shall include the provision that up to one hour of notes will be permitted after each performance, provided the allowable rehearsal hours are not exceeded.

(K) On a single performance day there shall be no more than five hours of rehearsal.

(L) After six performances or the official opening, whichever comes first:

- 1) Rehearsals consented to by the Actors on non-performance days shall not exceed three hours.
- 2) There must be at least one hour between the end of rehearsal and the half-hour call for a scheduled performance. The combined rehearsal and performance time, excluding the break and half-hour call, shall not exceed six hours.
- 3) The cast member's obligation for rehearsals will be limited to not more than twenty hours in every four weeks.
- 4) There will be no rehearsal on a two-performance day except for emergency replacements.
- 5) There will be no meetings called after final curtain for the purpose of notes or rehearsal.

(M) The stage manager shall not be required to perform any duties not normally regarded as a function of that position.

(N) Upon accepting a role, an Actor is ethically obligated to stay with the show for the announced run unless the Actor signs with another production that conflicts with the rest of a run. In all other circumstances, Equity encourages either the Actor or the Producer to give a two-week written notice. Notwithstanding the above, this Plan is not a contract and either party has the right to terminate at any time for any reason.

(O) The Actor shall use best efforts to inform the Producer of any scheduling conflicts in a timely manner.

8. Performances

(A) There will be no more than six performances per week and no more than one two-performance day. The Producer may not alter the number of scheduled weekly performances or reduce the length of the scheduled run without one week's written notice to the cast and Equity.

(B) In case of individual performance cancellation, the cast must be notified three hours before the half-hour call, unless such cancellation is caused by an Actor's unavailability for the performance or as a result of an Act of God. If such notice is not given, the Producer shall pay each Actor one performance stipend.

(C) Meals will be provided on any two-performance day when there is no more than one hour between the final curtain of the first performance and the half-hour for the second performance.

(D) Other than contemporary, conventional clothing that is in the Actor's possession, the Producer may not request or require the loan of costumes.

- 1) Costumes or clothing used in a production shall be freshly cleaned when delivered to the Actor and cleaned thereafter whenever needed. Spot cleaning, when required, shall be completed in enough time to allow for drying

- and airing prior to the half-hour call.
- 2) Stockings, undershirts and other conventional "skin parts" of costumes and/or clothes shall be laundered or cleaned for each performance. Such items may be laundered or cleaned less frequently if the Deputy and stage manager agree. Laundered items shall be completely dry and delivered to the Actor prior to the half-hour call.
 - 3) Costume parts that are damp shall be dried for each performance.

(E) In the event that Understudies are assigned by the Producer, any guarantees to perform shall be made in writing and signed by the Actor, the Understudy and the Producer.

(F) Performance Stipend Schedule:

4-A Members shall receive the performance stipend beginning with the first paid public performance. Stipends are due on the first playing day of each week for that week's total number of scheduled performances. Any adjustments that may be required due to missed performances or cancellations will be made the following week.

- 1) The Producer shall be responsible for the following *minimum* per performance stipends, which shall be paid weekly to each member.

Category A: 60-99 seats or any theatre with a ticket price more than \$15.00

Weeks 1-4	\$7.00
Weeks 5-8	\$10.00
Weeks 9-12	\$15.00
Weeks 13 and above	\$15.00 against 15% of the box office gross divided amongst the cast.

Category B: 1-59 seats with a ticket price of \$15.00 or less

Weeks 1-4	\$5.00
Weeks 5-8	\$8.00
Weeks 9-12	\$11.00
Weeks 13 and above	\$15.00 against 15% of the box office gross divided amongst the cast.

- 2) In computing gross weekly box office receipts, the Producer may only deduct any standard fees or commissions paid in connection with theatre parties, group sales or benefits, credit card organizations such as VISA, Mastercard, or American Express, and automated ticket distribution or remote box offices. Productions that are financed, in whole or in part, by the sale of subscriptions shall have the appropriate pro-rated amount applied to the weekly gross box office receipts.
- 3) Performances shall be limited to 80 under the terms of this Plan, after which productions can only be continued under an appropriate Equity agreement. Productions may transfer, with Equity approval, while within the 80-performance limit, but may not remount as a new Plan Production within one year of the closing date of the prior Plan Production.

(G) In Category A productions there shall be four complimentary tickets per member for each four-week period. In Category B productions there shall be two comps per member for each four-week period. No Producer will be required to schedule more than six member comps for any one performance.

(H) The Producer shall effectuate any one of the following policies that will remain in effect for the run of the production:

- 1) During the first two weeks of public performance, unsold tickets will be available to Equity members, free of charge, at curtain time. Or,
- 2) There will be a scheduled Equity performance at which the entire house will be made available to Equity members who will receive up to two tickets on a pay-what-you-can basis. Or,
- 3) During the run of the show, unsold tickets will be available to Equity members and a guest for a 50% discount at curtain time.

(I) The Producer shall to the best of the Producer's ability provide the Actors every two weeks a list of all professional attendees and the dates of attendance.

9. Publicity/Advertising

(A) The Producer shall supply a free program to each audience member. An asterisk (*) signifying Equity members shall be placed next to the name of each member involved with the production. The definition shall read "Member of Actors' Equity Association."

(B) Each member shall have a biography in the program and shall have final approval of all material contained therein. This approval shall be in writing and not unreasonably withheld. Such approval shall include an indication of preferred cuts in the bio should limitations of space require editing. Should the Actor fail to indicate such preferred cuts the Producer shall be free to edit at the Producer's discretion. Biographical material not disapproved within 48 hours of its submission to the Actors shall be considered approved. Previews may have a one-sheet program without biographies. In the event there are errors or omissions in the printed cast listing in the program, the Producer agrees that, upon receipt of notice of an admission or error, the Producer will, within at least one business day, place a printed slip in the program correcting the omission or error and will correct the omission or error in the next printing of the program, provided such notice is given 24 hours prior to the press deadline. For each failure to place a correction slip in the program, the Producer shall pay the Actor an extra performance stipend in addition to the Actor's regular stipend.

(C) Front of House Publicity

- 1) The Producer shall either
 - (a) Post prominently a photo of each Actor and Understudy (and stage manager, if they wish), with the member's name; or,
 - (b) Include a photo of each Actor and Understudy (and stage manager, if they wish) adjacent to the person's bio in the program.
- 2) All changes in cast shall be made either by
 - (a) Announcement from the stage or over the public address system before the performance; or,
 - (b) Announcement in all programs by the insertion of a printed slip.
- 3) In addition to the above, any change in cast shall be posted prominently in an unobstructed manner at the

entrance to the theatre at the place where tickets of admission are collected.

Such announcement shall be at least eight by ten inches in size, with the name of the role and the Actor in letters of at least one inch. The posted announcement need only list the character name and the name of the understudy or the replacement. For each failure to give notice of the substitution required by this rule, the Producer agrees to pay the Actor whose part is played by an understudy or replacement, and also to the understudy or replacement, an extra performance stipend in addition to their required stipend.

- (D) Photos Individual, rehearsal or production photographs may be used for publicity and advertising purposes, but may not be used in conjunction with any commercial product without the prior written authorization of the Actor and of Equity.
- (E) All advertising, excluding paid news ads, containing cast names shall also include the asterisk denoting Equity membership along with the definition as described above.

10. Three Minute Filming or Taping For News and Community Affairs Telecasts

Equity shall permit filming or taping of a portion of a play during its regularly scheduled rehearsal or performance hours for the purpose of transmitting said coverage on television news and community affairs program. The following conditions shall be observed:

- (A) The Producer shall use best efforts to ensure that the artistic integrity of the production is not disturbed by the presence of filming or taping crews.
- (B) If possible, at least 24 hours advance notice of the filming or taping shall be given to the Actors.
- (C) The filming or taping of the production shall cover no more than a portion of any scene or musical number. The total raw footage of the production filmed or taped shall not exceed one-half hour.
- (D) No more than three minutes of any rehearsal or performance shall be shown on the television or community affairs broadcast.
- (E) Footage which has been produced in compliance with the above may be reused on local network and major market programs, in addition to news and community affairs broadcasts, to illustrate reviews and feature stories about the current productions, theaters, and personalities associated therewith.

11. Rights and Obligations With Respect To Future Productions

A. Performance Rights In Subsequent Equity Contract Production

- 1) Should the Producer, or any entity which the Producer controls or directs, or in which the Producer has a financial interest, participate in the production of the Play under terms of a subsequent Equity Contract, the Producer agrees to make a bona fide offer (as hereafter defined) to any Actor who was originally engaged hereunder and who actually performed in the Production the opportunity to continue in the same role or function in which they appeared. The Producer agrees to pay to any Actor not receiving a bona fide offer an amount equal to three weeks minimum salary under said subsequent Equity Contract production.
- 2) If the producer of said subsequent Equity Contract production compensates the Plan Actors who fail to receive bona fide offers in accordance with a conversion clause in the applicable Equity Contract, the Plan Producer shall have no obligation to compensate the said Plan Actors under this provision. Nothing in this Agreement shall be construed to relieve any producer of a subsequent Equity

contract production of any obligation such producer may have to make conversion and/or contingent rights payments to Actors.

B. Subsidiary Rights In Other Media

- 1) In the event the Motion Picture or other Mechanical or Electrical Reproduction Rights are subsequently sold, leased, licensed, or otherwise disposed of, the Producer or other signatory to the Motion Picture Rights Agreement agrees that up to a maximum of 50% of the monies received from said sale shall be used exclusively to reimburse all Equity members engaged under the Plan who originally appeared, stage managed, or understudied at the opening performance in an amount equal to three (3) weeks of performance or an amount equal to two (2) weeks salary at the Standard Production minimum salary then in effect, whichever is greater.

C. Subsidiary Rights: Definitions and References.

- 1) The provisions under this Article apply to any Play rehearsed or performed under this Plan.
- 2) "Plan Production" or "the production hereunder" means the production of the Play under this Plan.
- 3) "Plan Actors" as used herein refers to any person engaged under this Plan as actor, (principal or chorus), understudy, stage manager, or assistant stage manager.
- 4) "Conversion" and "Subsidiary" rights so used herein refer to a production or productions of the Play in a different theatre, Equity Contract, medium, and/or time. Conversion includes, but is not limited to, a "move" to another theatre under an Equity Contract. "Subsidiary" includes but is not limited to subsequent theatrical productions and/or productions in other media.
- 5) A "bona fide offer" shall mean an offer to perform in the subsequent Equity Contract production the identical role or function performed in the Plan Production. The offer must be in writing, sent to the Plan Actor by certified mail, return receipt requested, with a copy to Equity.
- 6) Where more than one Plan Actor has performed the identical function in the Plan Production, they shall share as determined by Equity in any conversion payments due.
- 7) "Subsequent Equity Contract Production" shall refer to the first Equity Contract production occurring within three (3) years following the close of the Plan Production.
8. Producer's "proceeds from subsequent exploitations of the Play" shall include all proceeds received by Producer from or as a result of subsequent productions or other exploitations of the Play or the rights in the Play (including but not limited to productions in the live stage and in other media) and/or contributions to the Producer by or on behalf of the author or subsequent producer of the Play.

12. Actor's Responsibilities. The member agrees:

- (A) To be prompt in attendance at rehearsals and to attend rehearsals in accordance with the Actor's availability.
- (B) To report immediately to the stage manager any changes in availability which affect scheduled rehearsals or performances.
- (C) To appear at the theatre no later than one-half hour prior to performance.
- (D) To pay strict attention to make-up and dress.
- (E) To perform service as reasonably directed and to abide by the language of the script to the best of the Actor's abilities.
- (F) To care properly for all costumes and properties.

- (G) To respect the physical property of the production and the theatre.
- (H) To report immediately to the Deputy any alleged infringement of the Plan.

13. Definitions and Duties of A Stage Manager. The stage manager shall be obligated to perform at least the following duties for the production to which the stage manager is engaged and by performing them is hereby defined as a stage manager.

- (A) Responsible for the calling of all rehearsals scheduled by the director in accordance with the rules and regulations of Equity.
- (B) Assemble and maintain the promptbook, which is defined as the accurate playing text of stage business, together with such cue sheets, photo, daily records, etc., as are necessary for the actual technical and artistic operation of the production.
- (C) Be the executive instrument in the technical running of each performance, maintaining discipline during rehearsal and performance.

14. Grievance Procedure. All disputes arising out of or relating to the Los Angeles 99-Seat Theatre Plan shall be resolved through the following procedure:

- (A) Any claims of a violation of the Plan by an Actor or Producer shall be submitted in writing to Equity. The written statement shall contain sufficient information to enable Equity and the Producer to attempt to resolve the grievance.
- (B) If the grievance is not resolved either Equity or the Producer may ask for a hearing from the Review Committee. A ruling from the Review Committee shall be final and binding on Equity, the Producer and any affected members.

15. Reservation of Rights by Equity. Equity reserves the right to re-evaluate, amend and modify this Plan and to take such action as the Council of Equity deems appropriate. However, no changes in conditions will be made that would be more onerous to a Producer during a production or season that has begun operation under the terms and conditions of this Plan until the completion of the production or season as set forth in the Producer's application.

16. The Effective date of this Plan is January 15, 2000.