

Actors' Equity Association



BASIC SHOWCASE CODE

(New York City)

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NATIONAL OFFICE

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AEA BASIC SHOWCASE CODE

Warning: Any violation of any rule contained in this Code may result in Equity's filing claims for compensation against the Producer, and placement of the Producer on Equity's list of defaulting producers. Any Producer so listed with Equity is prohibited from utilizing any and all Equity Codes and/or Contracts until such default has been corrected to Equity's satisfaction.

TABLE OF CONTENTS

| | |
|--|----|
| 1. BASIC SHOWCASE CODE: QUALIFICATIONS & LIMITATIONS..... | 2 |
| 2. DEFINITIONS & REFERENCES..... | 2 |
| 3. APPLICATION/REQUIREMENTS..... | 3 |
| 4. GENERAL PROVISIONS..... | 4 |
| 5. CASTING..... | 5 |
| 6. ALIENS..... | 5 |
| 7. DISCRIMINATION..... | 5 |
| 8. NUDITY..... | 5 |
| 9. ACTOR RESPONSIBILITIES..... | 6 |
| 10. STAGE MANAGER..... | 6 |
| 11. DEPUTIES..... | 7 |
| 12. REHEARSAL CONDITIONS..... | 7 |
| 13. PRESENTATION CONDITIONS..... | 9 |
| 14. SAFE & SANITARY..... | 9 |
| 15. PUBLICITY/ADVERTISING..... | 10 |
| 16. TICKETS/"COMPS"..... | 10 |
| 17. RIGHTS AND OBLIGATIONS WITH RESPECT TO FUTURE PRODUCTIONS..... | 11 |
| 18. RIGHTS RESERVED..... | 14 |

BASIC SHOWCASE CODE

An “Equity-Approved Basic Showcase” is a New York City mounted production in which AEA members may participate, without the benefits of a contract, for the purpose of presenting plays and/or scenes in limited performances, under the terms and conditions set herein. Productions may be mounted by individuals, groups of individuals, and/or not-for-profit institutional theatres who have not been prohibited from doing so by contract or prior agreement. No Producer on Equity’s Defaulting Employers List shall be accorded the use of the Showcase Code.

Actors’ Equity Association (hereinafter referred to as “AEA” or “Equity”) shall have the sole and full authority to determine whether, and to whom, the Basic Showcase Code shall be issued. Equity offers this code to enable its members to showcase themselves for industry professionals and to provide a set of rules under which Equity members may participate in the arena generally known as “Off Off Broadway.”

1. BASIC SHOWCASE CODE: QUALIFICATIONS & LIMITATIONS.

Upon AEA Approval, the Basic Showcase Code shall be available to the following:

- (A) “Single-Unit” Producers. (See also Rule 2(E))
- (B) Non-Funded Seasonal Producers. (See also Rule 2(F))
- (C) Funded Seasonal Producers with an annual gross income LESS than \$60,000. (See also Rule 2(G))

Funded Seasonal Producers with annual gross income of \$60,000 or more must use the Equity Seasonal Showcase Code.

Production Conditions:

Budget: Shall not exceed \$35,000, exclusive of AEA stipends.

Performances: Up to 12 within four consecutive weeks. At least half of the total number must be presented on a weekday (Monday through Friday) and in no event may there be more than one two-performance day per week

Step Option: 4 additional performances may be added at a stipend of \$10 per member plus minimum transportation, per performance

Seats: Up to 99 seats. (Standing room prohibited)

Admission:

- (i) Up to \$18, TDF voucher acceptable
- (ii) Complimentary Tickets. (See Rule 16, TICKETS/“COMPS”)

2. DEFINITIONS & REFERENCES.

(A) The term “Actor” shall include all members of Actors’ Equity Association signed to this Code.

(B) The terms “Showcase” or “Code production” refer to any production mounted under the terms of the Equity Basic Showcase Code.

(C) The “Signatory” shall be the person who signs the Showcase Code as the Producer on behalf of oneself, a group of individuals, or an institutional theatre.

(D) A “performance” is any presentation before an audience, invited or paid, including previews and/or rehearsals.

(E) A “Single-Unit production” is a single production presented by an individual or group, without benefit of an organization which survives the production, and expressly excludes any individual or group that regularly produces under an Equity contract.

(F) A “Non-Funded Seasonal Producer” is one who owns, operates, or rents a theatre on an on-going basis but who has no annual funding available.

(G) A “Funded Seasonal Producer” is one who owns, operates, or rents a theatre on an on-going basis and is funded (either monetarily or in-kind) partially, or fully, on an annual basis.

(H) “Funding” is financial support from any source other than earned income.

(I) Upon Showcase approval and completion of casting, AEA will provide the “Signature Page” which shall be signed by all AEA members prior to the commencement of the first rehearsal. (See also Rule 12(A))

3. APPLICATION/REQUIREMENTS.

(A) An application for the Showcase Code must be filed with AEA no later than 14 days prior to the start of rehearsals, signed by the Producer, and accompanied by the following:

(1) The Signatory name(s), address(es), and phone number(s).

(2) The title of the production, author(s) name, and type of production (e.g., dramatic play, musical, revue, improvisational revue). Special permission must be obtained from AEA for any of the following: musical and/or dance productions; local tours away from the designated theatre; revolving repertory; outdoor and street productions; and readings (Please refer to the Equity Staged Reading Guidelines).

(3) A statement as to whether the play has been produced previously under any Equity Contract, AEA Code, or any production for which a Subsidiary Rights clause has been executed. In the case of a work not previously produced, a copy of the Author’s Agreement shall be submitted to AEA with the application.

(4) Name, address, and phone number of the theatre and its seating capacity, and phone number of rehearsal space(s).

(5) The performance schedule and proposed rehearsal period.

(6) A statement of financial backing and proposed production budget together with detailed supporting documentation.

(7) The Producer shall provide volunteer accident insurance to cover all Actors at all interviews, auditions, rehearsals, and performances and shall file with Equity a copy indicating such insurance coverage. The Producer shall cover all medical expenses incurred by Actors resulting from injury to Actor during interviews,

auditions, rehearsals, and performances. In the event of an injury the Producer shall advise the Actor of the procedure for filing a claim.

(8) Upon completion of casting, Producer shall provide to AEA the names of the AEA Actors and Stage Managers for the Signature Page which shall be signed by all said members prior to the commencement of the first rehearsal. (See also Rule 12(A))

(B) The Producer shall submit to AEA a statement of actual expenses, income, and attendance no later than 10 days after the completion of the Showcase. Failure to comply may result in the placement of the Producer on the defaulting producers list.

(C) The Producer shall be responsible for the distribution of names and contact information of all company members together with those of other essential personnel to the AEA members within the first week of rehearsal.

(D) Equity shall have the sole right to determine whether an individual is correctly classified as an Actor, Chorus, Stage Manager, or Assistant Stage Manager, and such determination shall be final and binding.

(E) The Producer may not request or require financial contributions, loans, tuition fees, or payments of any kind from AEA members and may not require loan of costumes or properties from AEA members.

4. GENERAL PROVISIONS.

No AEA member may rehearse without signing the Signature Page. (See also Rule 12(A))

(A) If any of the provisions contained herein are violated, abridged, or modified, this Code may, without notice, be withdrawn by AEA.

(B) Neither the Basic Showcase Producer nor the Actor(s) have any right or power to waive any of the minimum conditions set forth in this Code Agreement without the express consent of Equity. (This provision includes, but is not limited to, rehearsal hours and the number of rehearsal days, reimbursement, video or audio recording of a show and extending the number of performances).

(C) There shall be no televising, broadcasting, visual and/or sound recording, cast album recording, motion picture filming, video taping or other mechanical or electronic reproduction, in whole or in part, of any Code production. This prohibition shall be in effect from the first day of rehearsal under the Code until 26 weeks after the production has closed.

(D) Material which is suitable for Theatre for Young Audiences and school productions may not be performed under this Code. ("Young Audiences" consist of young people of high school age and under, and their families, faculty, official sponsors and/or institutional staff).

(E) Neither membership, nor Equity Membership Candidate points for joining Equity, may be established by a performer's participation in a Code production.

(F) Duly authorized representatives of Equity shall have free access to all areas to which Actors are called and to all members of Equity at all times, inclusive of rehearsals and performances.

(G) A Showcase Code production may not be re-mounted under the Showcase Code within a 12-month period.

5. CASTING.

(A) Casting procedures may commence only when the signatory has applied for a Showcase Code.

(B) All casting notices for productions in which AEA members may be used will indicate "Pending Equity Approval" or "AEA Approved," whichever is applicable.

(C) The Producer shall furnish a copy of the cast breakdown with indication of the roles available, dates of rehearsals and performances, and the address at which pictures and resumes will be accepted, to be posted at AEA.

(D) The Producer must provide, maintain, and monitor a sign-in sheet.

(E) Initial interview/audition for Code productions must be limited to not more than five minutes per Actor.

(F) Actors may not be seen more than three times, including all interviews, auditions, and callbacks, prior to being cast in a Code production.

(G) Auditions or interviews for AEA members may not be held during the hours of an AEA Membership meeting.

(H) All safe and sanitary conditions as specified in Rule 13(D), shall apply to interview and audition locations.

(I) Auditions/Interviews may be held in private homes or hotel rooms only with the express permission of Equity and provided more than one person representing the production shall be present.

6. ALIENS.

Non-resident aliens shall not appear in any Code production.

7. DISCRIMINATION.

There shall be no discrimination against any Actors by reason of race, color, creed, gender, age, national origin, sexual orientation, disability, union membership or activity.

8. NUDITY.

(A) Nudity shall not be permitted at Equity interviews. In any production containing nudity, a full list of the Code rules governing the rights of each Member during every interview and audition shall be conspicuously posted at every interview and audition.

(B) Performers shall not be required to disrobe, in whole or in part, until after the performer has been auditioned as an actor and/or singer or dancer.

(C) Nudity at auditions is permissible only under the following guidelines:

(1) When an Equity Stage Manager or an official Equity Representative is present;

(2) When the direct professional and artistic capacity of all persons present (Producer, Director, Choreographer) has been attested to.

(D) Where nudity and/or acts of a sexual nature are required of a performer in the course of the stage presentation, the performer and AEA must be so advised, in writing, in advance of a performer's signing the Showcase Code. The script shall be submitted to the performer for prior review if the performer so requests.

(E) Actual sex acts shall not be requested nor required of a performer at any time.

9. ACTOR RESPONSIBILITIES.

No AEA member may rehearse without signing the Signature Page. (See also Rule (12(A))

AEA members shall:

(A) Report immediately to the Deputy any alleged infringement of the Code;

(B) Be prompt in attendance at rehearsals and attend rehearsals in accordance with the member's availability;

(C) Report immediately to the Stage Manager any changes in the member's availability which affects scheduled rehearsals or performances;

(D) Be allowed to leave a production at any time during rehearsal or performance. Immediately upon deciding to leave the production, the Actor shall notify the Producer in writing. A copy of said notification shall also be forwarded to AEA by the Actor;

(E) Appear at the theatre no later than one-half hour prior to performance time;

(F) Perform services as reasonably directed and abide by the language of the script to the best of the member's ability;

(G) Pay strict attention to make-up and dress;

(H) Care properly for all costumes and properties;

(I) Arrange for any costume and/or prop reimbursement with Producer before such items are used in the production. (See also Rule 13(C)).

(J) Respect the physical property of the production and the theatre and abide by all reasonable rules and regulations of the Producer not in conflict with Equity rules.

10. STAGE MANAGER.

The Stage Manager shall not be required to perform any duties not normally regarded as a function of a Stage Manager. The Stage Manager shall be the individual expected to perform at least the following duties:

(A) Be responsible for the calling of all rehearsals scheduled by the director in accordance with the rules and regulations of AEA.

(B) Assemble and maintain the promptbook, which is defined as the accurate playing text of stage business, together with such cue sheets, plots, and daily records, 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, as provided in the Rules of AEA.

(D) Working Conditions for Stage Managers

(1) It is agreed and understood that the function of the Stage Manager is a full time one. Stage Managers must not be required to function in areas which impinge upon their primary duties as Stage Managers. As such, the Stage Manager shall not be required to perform the following duties commencing with the first rehearsal unless agreed upon by both the Stage Manager and Producer prior to the Stage Manager signing the Signature Page.

(a) Participating in the ordering and/or preparation of food for the company.

(b) Performing the duties which are properly those of stagehands, house management staff or box office personnel.

(c) Designing, building, hanging, operating, or shopping for lights, sound, scenery, props or wardrobe, etc.

(d) Being responsible for any aspect of laundry or dry cleaning.

(e) The making or distribution of any payments

(f) Doing janitorial, custodial, or building maintenance work including, but not limited to, securing and locking any part of the theatre or backstage areas

11. DEPUTIES.

(A) Each Code production must have an Equity Deputy elected by a secret ballot at the first rehearsal with all and only AEA company members present. The Deputy will note the election on the Election Sheet and forward it to AEA.

(B) The Deputy shall advise AEA members to become familiar with the Code.

(C) The Deputy shall report immediately to AEA any alleged infringements of the Code.

12. REHEARSAL CONDITIONS.

(A) **Signing.** The Signature Page, signed by the Producer, must also be signed by all AEA company members prior to or at the first rehearsal and filed by the Producer with Equity within the first week. Members joining the company after rehearsals begin must sign a Signature Page prior to the commencement of their rehearsal.

(B) **Maximum Rehearsal.** The rehearsal period of the Code production shall not exceed a total of 128 hours scheduled over a maximum of five consecutive weeks. Rehearsal for Basic Showcase Code productions will be limited to 32 hours per week. Musical productions may use 5 additional hours for learning music during the first or second week of rehearsal.

(C) **Scheduling.** All rehearsals shall be scheduled subject to the Actor's availability. No rehearsal for AEA members may be scheduled during an AEA Membership Meeting unless the day of a meeting coincides with the opening night.

(D) **Hours of Rehearsal.**

(1) **Prior to Opening.** Actors and Stage Managers shall rehearse no more than six hours on any given day except during the final week of rehearsal when the director may schedule three eight-hour days. On the day of the first public performance, rehearsal shall terminate at least one hour before the half-hour of the scheduled performance. The combined rehearsal and performance time shall not exceed eight hours.

(2) **After Opening.** Rehearsals may not be called after the first public performance without the consent of the Actors involved. Such rehearsals will be scheduled at the Actors' availability.

(a) On a performance day the rehearsal shall terminate at least one hour before the half-hour of the scheduled performance. The combined rehearsal and performance time shall not exceed six hours.

(b) Rehearsals consented to by the Actors on non-performance days shall not exceed three hours.

(E) **Breaks.**

(1) **Rehearsal Breaks:** There shall be a five-minute break after 55 minutes of rehearsal or a 10-minute break at the conclusion of 80 minutes of rehearsal.

(2) **Meal Break.** Actors shall not rehearse more than five consecutive hours without a meal break of at least one hour.

(F) **Rest Period.** There shall be a 12-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 10 hours.

(G) **Days Off.** There shall be one full day off after every six days of rehearsal and/or performance.

(H) **Stage Fights.** Any staged fights (including but not limited to slaps, kicks, punches, fairs, falls, or any use of weaponry) will require the participation of a qualified fight captain.

Extended fight scenes or scenes requiring the use of weaponry may require a fight coordinator when staged. If the fight captain or fight coordinator's qualifications are an issue, the matter shall be resolved by Equity, whose determination shall be final and binding.

(I) There must be a fight rehearsal with all Actors involved, including the Stage Manager and fight captain, immediately prior to the half-hour of each performance of said production.

13. PRESENTATION CONDITIONS.

- (A) Productions mounted under the terms of this Code shall not be presented in any theatre, auditorium or hall, which is listed by AEA as a Contract House.
- (B) No person engaged in any capacity for any Code production shall receive more remuneration than any AEA member.
- (C) The Producer will reimburse each member for expenses incurred in connection with the production. Reimbursable expenses may include, but are not limited to, use, cleaning, or upkeep of personal items used in the production. (See also Rule 9(I))
 - (1) Payments of no less than minimum public transportation cost shall be made on a weekly basis.
 - (2) All requests for reimbursement shall be made prior to the final Code performance. Reimbursement for other expenditures shall be paid immediately upon proof of expenditure to the Producer or his representative.
 - (3) Since an Equity bond is not required for the use of this Code, Actors should notify Equity immediately in the event expenses are not paid pursuant to the Code.
- (D) The Producer agrees to exercise best efforts to provide a safe and sanitary work place under the guidance of Actors' Equity Association. (See also Rule 14)
- (E) Changes in the starting date of the rehearsal period or in performance schedule may not be made without written permission from AEA.
- (F) The Producer must notify AEA in writing when a cast change is made.
- (G) An AEA member may not be required to relinquish a performance without AEA's express permission. In no event shall the Producer compel any Equity Actor to relinquish any performance to an understudy or standby, unless such a request is previously agreed to in writing at the signing of the Code and such agreement would be subject to the approval of Equity.
- (H) The Producer shall post and provide to the AEA members, within 24 hours of each performance, a list of all holders of industry "comps" including addresses and phone numbers and date of performance attended.

14. SAFE & SANITARY.

- (A) **Venue Conditions.** Actors may not rehearse nor perform on any premises which lack adequate sanitary facilities (i.e., a working toilet and washbasin) or which do not comply with New York City and State fire laws.
- (B) **Smoke and Fog.** The use of chemical smoke and fog, including mineral oil, is ***strictly prohibited.***
- (C) Equity will allow the use of carbon dioxide and liquid nitrogen, as they are generally regarded as safe. However, they may only be used in small amounts and the stage and backstage areas must be properly ventilated. Special precautions must be in place to ensure that the stage does not become slippery from the condensation these fogs produce.

(D) **Inclined Playing Surfaces.** No raked stage, or other inclined playing surface will be permitted.

15. PUBLICITY/ADVERTISING.

(A) Advertisements, other than paid newspaper ads or broadcast ads, including but not limited to flyers, internet, posters, postcards, brochures, and invitations, must include the phrase "Equity Approved Showcase" and the names of all AEA members involved in the production, said names to be designated by an asterisk (*) whenever they appear with the indication that Actors and Stage Managers so designated are members of Equity.

(B) Paid newspaper and broadcast advertisements must use the phrase "Equity Approved Showcase". In addition, should any names be used in such ads, other than the names of the theatre, play and author, then the names of all AEA members of the company must be included.

(C) **Programs.**

(1) The Producer must supply a free program to each audience member and by the first public performance shall file a copy with AEA.

(2) An asterisk (*) must be placed next to the name of each AEA member involved in the production with the following program note:

"These Actors and Stage Manager(s) are appearing courtesy of Actors' Equity Association."

(3) Each program must also include a biography of each AEA member, including replacements, who shall have final approval of all biographical material contained therein.

(4) The program must contain the AEA program biography and logo, both to be supplied by AEA.

(D) **Front of the House Publicity.** An "8x10" photo of each Actor in the production, including temporary replacements, with the Actor's name and role(s) played in the production, must be prominently displayed.

(E) **Photos.** Individual and rehearsal or production photographs may be used for the sole purpose of publicizing and advertising this production of the play. Photographs shall not be used in conjunction with any commercial product offered for sale without the prior written authorization of the Actor and of AEA.

16. TICKETS/"COMPS".

(A) AEA members shall, upon presentation of a paid-up AEA membership card, be admitted to the theatre, at no cost, on a stand-by basis.

(B) Industry complimentary tickets ("comps") shall be made available to Equity franchised agents, bona fide casting directors, professional producers, playwrights, choreographers, and directors. Such persons must be seated upon their arrival at the theatre.

(C) The Producer shall post and provide to the AEA members, within 24 hours of each performance, a list of all holders of industry “comps” including addresses, phone numbers and date of performance attended.

(D) Each AEA cast member shall receive two (2) complimentary tickets per production.

17. RIGHTS AND OBLIGATIONS WITH RESPECT TO FUTURE PRODUCTIONS.

(A) General.

(1) The Code Producer hereby assumes obligations to make certain payments as specified in this Article to AEA members who participate in such Code Producer’s Code production (“Code participants”) upon subsequent exploitation of the property. The terms and conditions of the Code Producer’s obligations as hereinafter set forth shall be interpreted in conformity with the Consent Judgment in *Weller v. AEA*, 80 Civ. 6084, filed in U.S.D.Ct., S.D.N.Y., November 5, 1981, which shall be deemed incorporated herein.

(2) The Code Producer’s obligations commence, and the AEA member’s rights vest, on the first day of the member’s participation in the Code production, regardless of whether the member’s role is subsequently written out of the play.

(3) The Code Producer shall furnish any documents or information required by AEA for implementation of the provisions contained herein.

(B) Conversion to an AEA contract production.

(1) In the event that a Code production is immediately converted to a contract production containing a provision (“Subsidiary Rights clause”) requiring the contract Producer to make bona fide offers, or payments in lieu thereof, to AEA members who appear in the Code production or

(2) In the event of a contract production within the time period specified in the applicable Subsidiary Rights clause, of a property which has been performed or rehearsed under the Code; then

(a) All original Code participants who performed in the first paid public performance shall receive a bona fide offer in writing with a copy to AEA to perform their identical function, or payments in lieu thereof, as set forth in the applicable Subsidiary Rights clause prevailing at the time of the contract production.

(b) When more than one AEA member has performed the identical function in the Code production and no such member receives a bona fide offer to perform such function in this production then all members who performed said function will share in such monies. All payments due hereunder shall be made to AEA for distribution among the Code Actors in such proportion, as AEA finds appropriate.

(c) In cases where there is a transfer to LORT, payments due hereunder shall be made to the Equity/LORT Subsidiary Rights Trust Fund, which shall distribute the monies among the original performers, where such is due.

(d) Except as outlined in 17(D) below, in the event that the Code Producer notifies subsequent producing interests and AEA, in writing, of the Code production, the Code Producer shall have no further obligation under this provision.

(C) Conversion of Revivals.

(1) In the case of a code production of a revival (of a property previously produced under an AEA contract), the provisions of 17(B) apply if the subsequent contract production results from the code production.

(2) In the event of dispute as to the code origins of a contract production the final determination shall be made by AEA.

(3) Where the contract production following a code production of a revival is a production under the LORT Agreement, then neither the code Producer nor the LORT Producer shall have any obligation to make conversion payments, anything to the contrary in this code notwithstanding.

(D) Multiple Code productions of the same property (other than revivals).

If two (or more) Code productions of the same property are followed by a contract production, and both or all such Code productions occurred within the time period specified in the Subsidiary Rights clause applicable to the contract production, then the Code participants and Code Producer understand and acknowledge that:

(1) The contract Producer's obligation shall be to the Code participants from the initial Code production.

(2) Subsequent Code participants shall not be eligible for Subsidiary Rights payments until all prior Code participants' rights have expired under the provisions of the first contract production.

(E) Conversion to Other Media.

(1) In the event a property rehearsed or performed under the Code is subsequently produced in another medium (e.g. motion picture, television, videotape) whether now existing or developed in the future ("Other Media"), and the disposition of the rights for such Other Media production is made within four years from the close of the Code production regardless of when such Other Media production is actually produced, the Code Producer agrees that up to a maximum of 50% of Code Producer's total proceeds from subsequent exploitation of the property shall be used exclusively to reimburse each Code Participant until an

amount equal to five weeks salary under the production contract is paid (at applicable rate at time of the disposition of those rights), except that said five weeks production contract salary shall be reduced, in the event of a contract production following the Code production and before the Other Media production, by the amounts paid by the contract Producer pursuant to the Subsidiary Rights clause applicable to such contract production (or, if a Code participant had received a bona fide offer to perform in such contract production, the amount the participant would have received in payments in lieu had he not received such offer).

(2) "Proceeds from subsequent exploitation" means proceeds from any and all exploitation of the property in any media throughout the world in which the Code Producer or his financial backers are entitled to share, including but not limited to Other Media, contract productions, other stage productions and any and all other exploitation generally known as "Subsidiary Rights".

(3) In the event that the AEA Code participants are engaged to perform their identical function in another media, according to terms approved by AEA and AFTRA and/or SAG, the Code Producer shall no longer be liable under this provision.

(4) The Code Producer shall be responsible for notifying Equity, or cause Equity to be notified, in writing, of any disposition of the rights for such Other Media production within 30 days of said disposition. Failure to provide Equity with the aforesaid timely notification of the disposition of media rights shall render the Code Producer liable for breach payments of two weeks Production Contract salary at applicable rate at the time of the disposition of those rights to each Actor, Stage Manager, and Understudy in addition all other monies required hereunder.

(F) Payments.

(1) Other Media conversion payments shall be due upon receipt of proceeds by the Code Producer and shall be payable to AEA, to be held in escrow, to be distributed to the Code participants.

(2) AEA Members acknowledge that union dues, including delinquent dues, may be deducted from conversion payments.

(G) Arbitration. Any dispute or controversy arising from the application or interpretation of the provisions of this Article 17, Rights and Obligations with Respect to Future Productions, shall be settled by arbitration in accordance with the Voluntary Labor Rules of the American Arbitration Association. Said arbitration shall take place in New York City.

(H) Equity-LORT Subsidiary Rights Trust Fund.

(1) An Equity-LORT (League of Resident Theatres) Subsidiary Rights Trust Fund ("Fund") has been established to meet the obligation to Code participants in connection with a subsequent production of the play at those theatres operating under the LORT contract. The Code Producer shall contribute \$150 for each new play, to a maximum of \$350 per season (July 1 to June 30) to said Fund. Said contribution hereby satisfies the Code Producer's obligation in connection with the

subsequent presentation of a play at a LORT Theatre. Contributions are held and administered by the Fund, which is independent of AEA.

(2) In the event that there has been a prior Code production of the above captioned play, the obligation of the Producer hereunder to Actors referred to in the preceding paragraph shall only be covered by the Fund after the expiration of the period during which the preceding Code Producer is covered by the Fund. To the extent that: (a) the period of the Producer's coverage by the Fund accordingly is diminished and (b) the Producer hereby agrees to contribute to the Fund a pro-rata share of the \$150 fee, the precise amount to be determined by Equity. If the Producer's coverage by the Fund is diminished as a result of one or more prior Code productions, Producer's contribution to the Fund nonetheless shall not be pro-rated.

(3) Payment by certified check or money order must be received prior to issuance of the Code by AEA.

18. RIGHTS RESERVED.

Equity reserves the rights to re-evaluate, amend, and modify this Code and to take such action, as it may deem appropriate.

(Amended 10/26/82; 12/14/82; 1/18/83; 9/25/84; 10/53/84; 7/28/87; 6/5/90; 10/27/92; 11/26/96; 6/13/00; 1/3/06, 9/1/08, 5/25/09)

- A -

Absence from Performance (9(D)) 6
Absence from Rehearsal (9(D))..... 6
ACTOR RESPONSIBILITIES (9)..... 6
Additional (Extra) Performances (1) 2
Advertising (15)..... 10
Agents (16(B)) 10
Aliens (6)..... 5
APPLICATION/REQUIREMENTS (3) 3
Arbitration (17(G))..... 13
Assistant Stage Manager (3(D)) 4
Auditions (See Casting) (5)..... 5
Author’s Agreement (3(A)(3)) 3

- B -

Biography (15(C)(3)), (15(C)(4))..... 10, 10
BREAKS
Meal Break (12(E)(2))..... 8
Performances (12(G))..... 8
Rehearsal Breaks (12(E)(1)) 8
Rest Period (12(F)) 8
Broadcasting (4(C)) 4
Budget (1), (3(A)(6)) 2, 3

- C -

Cast Album (4(C))..... 4
Cast Breakdown (5(C))..... 5
Cast, Changes In (13(F)) 9
Cast List (3(A)(8)) 4
CASTING (5) 5
Casting Directors (16(B)) 10
Casting Notice (5(B)) 5
Choreographer (8(C)(2)), (16(B)) 5, 10
Chorus (3(D))..... 4
Complimentary Tickets (2), (13(H)), (16)..... 2, 9, 10
Contact Information (3(C)) 4
Contract House (13(A))..... 9
Contributions (3(E)) 4
Conversion Rights (See RIGHTS AND OBLIGATIONS) (17) 11
Costumes (9(H)), (9(I)) 6

- D -

Day Off (12(G)) 8
DEFINITIONS & REFERENCES
Actor (2(A)) 2
Code Production (2(B))..... 2
Funding (2(H)) 3
Funding Seasonal Producer (2(G)) 3
Non-Funded Seasonal Producer (2(F))..... 3
Performance (2(D))..... 3
Showcase (2(B)) 2
Signatory (2(C)) 3
Signature Page (2(I)) 3
Single-Unit (2(E))..... 3
Defaulting Employer (3(B)) 4
DEPUTY (9(A)), (11)..... 6, 7
Directors (16(B)) 10

DISCRIMINATION (0)..... 5

- E -

EQUITY

Access (4(F)) 4
Determinations (3(D)) 4
Meeting (12(C))..... 8
Representative (4(F)), (8(C)(1))..... 4, 5
Rights Reserved (18)..... 14
Expenses (3(B)), (13(C)) 4, 9

- F -

Favored Nations (13(B)) 9
Fight Captain (12(H)) 8
Fight, Stage (12(H)) 8
Filming (4(C)) 4
Floors (14(D)) 10
Flyers (15(A)) 10
Fog, and Smoke Effects (14(B)) 9
Funding (2(H)) 3
Funded Seasonal Producer (1(C)), (2(G))..... 2, 3

- H -

House Size (1) 2

- I -

Injury (3(A)(7)) 3
Insurance (3(A)(7)) 3
Internet (15(A)) 10
Interviews (3(A)(7)), (5(E)), (5(H)), (8(A)) 3, 5

- L -

Laundry (See Reimbursement) (13(C)) 9
Loans (3(E)) 4
Local Tours (3(A)(2)) 3
LORT, Subsidiary Rights Trust Fund (17(H)) 13
Lost Performances (13(G)) 9
Lost Rehearsals (13(E))..... 9

- M -

Make-Up (9(G))..... 6
Matinee Day (1) 2
Meal Break (12(E)(2)) 8
Meetings: Equity (5(G)), (12(C)) 5, 8
Membership (4(E)) 4
Motion Picture Rights (17(E)) 12
Multiple Code Productions (17(D)) 12
Musical Productions (3(A)(2)) 3

- N -

Newspaper Ads (15(A)), (15(B)) 10
Non-Funded Seasonal Producers (1(B)), (2(F)) 2, 3
NUDITY (8) 5

- O -

Outdoor Productions (3(A)(2)) 3

- P -

Payments

- Financial Contributions (3(E))..... 4
- Media Conversion Payments (17(F))..... 13
- Reimbursable Expenses (13(C)) 9

Performances (1), (2(D)), (13(E)) 2, 3, 9

Personal Items (13(C)) 9

Playwrights (16(B)) 10

PRESENTATION CONDITIONS

- Cast Changes (13(F))..... 9
- Favored Nations (13(B)) 9
- Industry List (13(H))..... 9
- Production Theatre, Auditorium, Hall (13(A)) 9
- Reimbursable Expenses (13(C)) 9
- Relinquished Performances (13(G))..... 9
- Safe and Sanitary (13(D))..... 9
- Schedule Changes (13(E)) 9

Producer (1), (2(C)) 2, 3

- Professional Producer Comps (16(B))..... 10

Programs (15(C))..... 10

Promptbook (10(B)) 6

Props (13(C)) 9

PUBLICITY/ADVERTISING

- Advertisements (15(A)), (15(B)) 10
- Front of the House (15(D))..... 10
- Photos (15(E)) 10

- R -

Raked Stages (14(D))..... 10

Reading Guidelines (3(A)(2))..... 3

Recording (4(C)) 4

REHEARSAL CONDITIONS

- Breaks (12(E)) 8
- Days Off (12(G)) 8
- Hours of Rehearsal (12(C)) 8
- Maximum Rehearsal (12(B)) 7
- Rest Period (12(F)) 8
- Scheduling (12(C))..... 8
- Signing (12(A))..... 7

Reimbursable Expenses (13(C)) 9

Relinquished Performances (13(G)) 9

Re-Mounted Productions (4(G)) 5

Replacements (13(F)), (15(C)(3)), (15(D)) 9, 10, 10

Rest Periods (12(F)) 8

Review (3(A)(2)) 3

Revolving Repertory (3(A)(2))..... 3

RIGHTS AND OBLIGATIONS WITH RESPECT TO FUTURE PRODUCTIONS

- Arbitration (17(G))..... 13
- Code Producer, Code Participants (17(A)(1)) 11
- Conversion of Revivals (17(C)) 12
- Conversion to an AEA Contract Production (17(B)) 11
- Conversion to Other Media (17(E)) 12
- Equity – LORT Subsidiary Rights Trust Fund (17(H))..... 13
- General (17(A))..... 11
- Multiple Code Productions of the Same Property (17(D)) 12
- Payments (17(F))..... 13

- S -

SAFE & SANITARY

Inclined Playing Surfaces (14(D)) 10
 Smoke and Fog (14(B)) 9
 Venue Conditions (14(A)) 9

Schedule

Changes (13(E)) 9
 Performance (1) 2
 Rehearsal (12(C)), (12(D)) 8

Seasonal Producer (1(B)), (1(C)), (2(F)), (2(G)) 2, 3

Seating Capacity (1), (3(A)(4)) 2, 3

Signatory (2(C)), (3(A)(1)), (5(A)) 3, 5

Signature Page (2(I)), (3(A)(8)), (12(A)) 3, 4, 7

Sign-In Sheet (5(D)) 5

Single-Unit Production (1(A)), (2(E)) 2, 3

Smoke and Fog (14(B)) 9

STAGE MANAGER (3(D)), (10) 4, 6

Stage Fights (12(H)) 8

Standing Room (1) 2

Step Option (1) 2

Street Productions (3(A)(2)) 3

Subsidiary Rights (See RIGHTS AND OBLIGATIONS) (17) 11

- T -

Taping (4(C)) 4

Televising (4(C)) 4

Temporary Replacements (15(D)) 10

Termination (9(D)) 6

Theatre for Young Audiences (4(D)) 4

TICKETS/"COMPS"

AEA Cast Members (16(D)) 11

AEA Members (16(A)) 10

Industry (16(B)), (16(C)) 11

Ticket Price (1) 2

Toilet (14(A)) 9

Tours (3(A)(2)) 3

Transportation (See Reimbursable Expenses) (13(C)) 9

- U -

Understudy (13(C)) 9

Union Emblem (15(C)(4)) 10

- V -

Venue Conditions (14(A)) 9

Volunteer Accident Insurance (3(A)(7)) 3

Voucher (1) 2

- W -

Wardrobe (9(G)), (9(H)), (9(I)) 6

Washbasin (14(A)) 9

Weaponry (12(H)) 8

- Y -

Young Audiences (4(D)) 4