

# **Actors' Equity Association**

## **AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE LOS ANGELES 99 SEAT THEATRE AGREEMENT**

Effective Date: April 22, 2015

Expiration Date: May 31, 2016

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## **THE LOS ANGELES 99-SEAT THEATRE AGREEMENT**

The Producer agrees to recognize Actors' Equity Association (hereinafter called "Equity") as the bargaining representative of the Actors (Principals, Chorus, Stage Managers, Assistant Stage Managers, Dance Captains, Swings and Understudies) employed by them for the purpose of collective bargaining and the administration of matters within the scope of this Los Angeles 99-Seat Theatre Agreement ("Agreement"). This Agreement is applicable only to productions presented in Los Angeles County with theatres having a capacity of no more than 99 seats.

### **1. DEFINITIONS AND REFERENCES**

- (A) "Production" shall refer to any production mounted under the terms of this Agreement.
- (B) "Producer" shall refer to the person who has agreed in writing to abide by the Agreement, whether on behalf of oneself, a group of individuals, an institutional theatre, or a corporation or other entity.
- (C) A "99-Seat Theatre" is an Equity-approved space with a capacity of 99 seats or fewer. In accordance with Section 5(B) Production Requirements and Restrictions, this Agreement shall not apply to a larger theatre that has been reduced to 99 seats. An audience may not exceed 99 persons; standing room shall be prohibited.
- (D) A "Performance" shall mean any presentation, including previews and/or rehearsals, before a paid audience. This Agreement does not cover workshops or staged readings, which are covered by other Equity agreements or codes.
- (E) An "Actor" shall include Principals, Chorus, Stage Managers, Assistant Stage Managers, Dance Captains, Swings, and Understudies and shall exclude Non-Professionals.

### **2. TERM OF AGREEMENT**

This Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, and shall remain in full force and effect for two years from the effective date.

### **3. DUTIES OF THE ACTOR**

No Actor shall be required to perform duties other than those for which the Actor is hired under an Equity contract.

The Actor shall:

- (A) Be prompt at rehearsals and all other work calls;
- (B) Report immediately to the stage manager any changes in availability which affect scheduled rehearsals or performances;
- (C) Appear at the theatre no later than one-half hour prior to the performance;
- (D) Pay strict regard to makeup and dress;
- (E) Conform to the language of the script;
- (F) Perform the Actor's services as reasonably directed, to the best of the Actor's ability;
- (G) Properly care for the Actor's costume and props;
- (H) Respect the physical property of the production and the theatre/Producer;
- (I) Report immediately to the Deputy an alleged infringement of this Agreement;

- (J) Refrain from using or being under the influence of alcoholic beverages and illegal drugs during rehearsals, half-hour and performances and/or while traveling in the company vehicle;
- (K) Abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules; and
- (L) Abide by all Equity rules and regulations.

#### **4. DUTIES OF THE PRODUCER**

- (A) The Producer shall return a producer's questionnaire to Equity, identifying all Actors who will be contracted for each production, no later than ten (10) business days prior to the start of rehearsals. Equity shall then prepare individual form contracts for each Actor, which will be released to the Producer. Producer will be obligated to return fully-executed individual contracts for each contracted Actor in advance of the first day of rehearsal.
- (B) The Producer shall obtain and maintain Workers' Compensation insurance coverage for all Actors.
- (C) Any Theatre Company or Producer doing open casting shall submit a casting breakdown to Actors' Equity for posting on its website and at least one recognized online casting service or Backstage West.
- (D) The Producer shall be required to submit to Equity a final statement of actual expenses, income and attendance on a standard form no later than 90 days after the close of a production.
- (E) The Producer may not request or require financial contributions or loans from Actors; and may not accept wage givebacks, tuition, fees, assessments or payments of any kind from Actors. The Producer may not institute any program of mandatory ticket sales for the company.
- (F) The Producer shall make no changes in the starting date of the rehearsal period, or in the permanent performance schedule without prior notification to Equity.
- (G) The Producer will allow a designated Equity representative to attend any audition, rehearsal or performance of a Production.
- (H) The Producer shall to the best of the Producer's ability provide the Actors, every two weeks, a list of any professional attendees and the dates of attendance.

#### **5. PRODUCTION REQUIREMENTS & RESTRICTIONS**

Any violation of these Production Requirements and Restrictions, or any other provision of this Agreement, shall be subject to the Grievance and Arbitration Procedure.

Productions may be mounted under this Agreement as follows:

- (A) Only within Los Angeles County.
- (B) Only in an approved 99-Seat Theater. This Agreement shall not be used in a theatre that has been reduced to 99 seats from a larger capacity.
- (C) Any site-specific spaces, including but not limited to outdoor venues and other non-traditional theatrical spaces, must be approved by Equity.
- (D) This Agreement shall not be available to any Producer on the Equity list of Defaulting Producers.

- (E) The following types of productions will not be allowed under this Agreement:
  - (1) Theatre for Young Audiences, Cabaret, and Dinner Theatre-style productions.
  - (2) Touring productions.
- (F) No Actor shall be expected or required to expend moneys for ANY production expenses upon the promise of reimbursement including, but not limited to props, costumes, and publicity expenses.

## **6. NO DISCRIMINATION**

There shall be no discrimination on the basis of sex, race, color, creed, national origin, age, disability, sexual orientation, gender identity or expression, union activity, political persuasion or belief.

- (A) There shall be no discrimination against any Actor seeking employment.
- (B) With regard to casting, where a role is that of a person with a disability, or where the presence or absence of a disability is not relevant to character or plot, Actors with disabilities will be given equal casting consideration.

## **7. SAFE & SANITARY CONDITIONS**

All facilities must be in accord with current applicable municipal fire safety and health laws and shall also conform to all Safe and Sanitary conditions set forth in this Section.

- (A) Restrooms must be maintained and kept clean.
- (B) A restroom and back entrance will be available exclusively for Actors' use.
- (C) Private indoor changing areas must be provided.
- (D) Drinking water must be provided.
- (E) The backstage area must be kept hazard free and luminous tape or adequate lighting must be used.
- (F) A valuables lock-up will be provided.
- (G) Actors shall not perform on any surface deemed by Equity to be unsafe.
- (H) Smoke, fog and raked stages may only be used after applying to Equity for permission.
  - (1) Further, any unusual or extraordinary circumstances involving, but not limited to pyrotechnic effects, firearms/weaponry or flying may be used only with permission from Equity.
  - (2) Allergies or sensitivities that may be exacerbated by the use of smoke, fog, food, fabric, fragrances or any other type of irritant should be reported to the Producer, who shall make the necessary adjustments to ensure a safe working environment.
- (I) A First Aid kit will be accessible to the Stage Manager and cast at all times.
- (J) Parking will be available at no cost to the Actors during both rehearsals and performances.

## **8. CASTING RULES AND REQUIREMENTS**

- (A) 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.

- (B) The Producer must provide, maintain and monitor a sign-in sheet and audition Actors either in the order in which they arrive and sign in, or by preset appointment times. Said sign-in sheet will be made available to Equity upon request.
- (C) No interviews or auditions for Actors may be held during the hours of an Equity Membership Meeting.
- (D) All safe and sanitary conditions as specified herein shall apply to interview and audition locations.
- (E) Producers must post tentative production schedules at all calls. Theatre operating guidelines that have been approved by Equity, and which are not in conflict with this Agreement, shall also be posted.
- (F) Any production in which nudity is required shall abide by the provisions as stated in Section 9, NUDITY.
- (G) When the producer assigns an Understudy, any guaranteed performances shall be made in writing and signed by the Actor, the Understudy and the Producer.

## 9. NUDITY

The following rules and requirements regarding performances and auditions where nudity and/or acts of a sexual nature are involved shall apply:

- (A) No nudity shall be permitted at Equity interviews. For any production containing nudity, a full list the rules governing the rights of an Actor during interviews and auditions shall be conspicuously posted.
- (B) No Actor shall be required to disrobe, in whole or in part, until after they have been auditioned as an Actor.
- (C) Nudity at auditions may be permitted only under the following guidelines:
  - (1) When an official representative of Equity or the Equity Stage Manager is present.
  - (2) When Equity has verified the professional position of the Producer, Director, Choreographer, and Casting Agent.
  - (3) When it has been clearly understood that no sex acts shall be requested or required at any time during the audition.
- (D) Where nudity and/or acts of a sexual nature are required of an Actor in the course of the stage presentation, the Actor must be so advised, in writing IN ADVANCE of the Actor's hiring. The script shall be submitted to the Actor in advance of signing their contract if the Actor so requests.
- (E) Actual sex acts shall not be requested or required of an Actor at any time.
- (F) 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.
  - (a) **Actor shall not, while nude, mix with the audience or leave the backstage or performing area.**

## 10. STAGE MANAGERS

- (A) Definition: 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:

(B) Duties

- (1) Shall be responsible for the calling of all rehearsals scheduled by the director in accordance with the rules and regulations of Equity.
- (2) Shall assemble and maintain the promptbook, which is defined as the accurate playing text of stage business, together with such cue sheets, daily records, etc., as are necessary for the actual technical and artistic operation of the production.
- (3) Shall ensure the technical running of each performance, as well as maintaining artistic discipline during rehearsals and performance.
- (4) The Stage Manager shall not be required to perform any duties not normally regarded as a function of that position.

**11. PRODUCTION AND REHEARSAL RULES**

- (A) The Producer shall have a Stage Manager present at all rehearsals and performances commencing with the first read-through.
  - (1) At no time shall an Actor be asked to hold book or perform duties of a Stage Manager (as defined in Section 10(B), Stage Manager Duties).
- (B) Absence from rehearsals and performances shall be allowed for industry auditions, other union work, and bona fide personal emergencies. No rehearsal for Actors may be scheduled during Equity membership meetings unless the day of a meeting coincides with an opening night.
- (C) Rehearsals for any Actor shall not exceed eight (8) hours per day, and combined weekly rehearsal and performance hours shall not exceed thirty-six (36) hours per week.
- (D) The Producer agrees that best efforts will be made to make optimum use of the Actors' time and energy by staggering calls. Split day rehearsals shall not be allowed at any time.
- (E) Rehearsal rules will apply, and up to one hour of notes will be permitted after each performance (provided the allowable weekly rehearsal hours are not exceeded), for up to six (6) paid public performances or the official opening, whichever comes first.
- (F) On a single performance day, there shall be no more than five (5) hours of rehearsal.
- (G) After the official opening or six (6) performances, whichever comes first:
  - (1) There shall be no rehearsals on non-performance days.
  - (2) Rehearsals shall be limited to brush-ups and replacement/understudy calls.
  - (3) 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 (6) hours.
  - (4) The Actor's obligation for rehearsals will be limited to not more than fifteen (15) hours in every four (4) weeks.
  - (5) There will be no rehearsal on a two-performance day except for emergency replacements.
  - (6) There will be no meetings called after final curtain for the purpose of notes or rehearsal.
  - (7) There will be no rehearsals allowed for the purpose of incorporating new material.



## **12. DEPUTIES**

- (A) Definition: The Deputy is a liaison between the production and Equity, elected by the Actors by secret ballot from among the Actors present.
- (B) Duties:
  - (1) The Deputy will ensure that a copy of this Agreement is available from the first rehearsal throughout the run of the production.
  - (2) The Deputy will ensure any production problems, question about this Agreement rules, and possible infringements brought to his or her attention by the Actors are reported to the Equity office.

## **13. BREAKS AND REST PERIODS**

- (A) There shall be a break of five (5) minutes after fifty-five (55) minutes of rehearsal for both dramatic and musical productions, or a ten (10) minute break after eighty (80) minutes of rehearsal. No Actor shall rehearse more than five consecutive hours without a meal break of one hour.
- (B) There shall be a twelve (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 ten (10) hours. If this Section 13(B) is violated, the Producer shall pay the Actor for all hours worked during the rest period at a rate of time and one-half the applicable statutory minimum wage rate in Los Angeles County.
- (C) There shall be one full day off after every six (6) days of rehearsal and/or performance.

## **14. STAGE FIGHTING**

Any staged fights (including but not limited to slaps, kicks, punches, faints, 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.

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.

## **15. COSTUMES**

- (A) The Producer may not require the loan of costumes.
- (B) An Actor may elect to provide his or her own wardrobe, and shall arrange for any reimbursements for such wardrobe with Producer prior to use in the production.
- (C) 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.
- (D) The Producer shall provide new stockings, undershirts and other conventional "skin parts" of costumes and/or clothes prior to the first performance and shall launder or clean such skin parts for each performance thereafter. 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.

(E) Costume parts that are damp shall be dried for each performance.

## **16. BIOS**

- (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, which shall be placed on the Cast Page, shall read, " \* Member of Actors' Equity Association, The Union of Professional Actors and Stage Managers in the United States."
- (B) Each Actor 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.
- (C) 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.
- (D) No Actor in any Production covered by this Agreement shall be required to submit a bio for the program of less than seventy-five (75) words. If any participant's bio is allowed to exceed 75 words, then the Actor will be given the same consideration.
- (E) Biographical material not disputed within forty-eight (48) hours of its submission to the Actors shall be considered approved.
- (F) Previews may have a one-sheet program without biographies.
- (G) 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 twenty-four (24) hours prior to the press deadline.
- (H) For each failure to place a correction slip in the program, the Producer shall pay the Actor \$25.00.

## **17. PUBLICITY & ADVERTISING / PROGRAMS & BILLING**

- (A) 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 Actor'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 (8) by ten (10) 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.

- (B) All advertising, excluding paid news ads, containing cast names shall also include notice that the Actors employed in the production are members of Actors' Equity Association.

**18. PHOTOGRAPHS**

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.

**19. PRODUCTION RULES AFTER OPENING**

- (A) There will be no more than six (6) performances per week and no more than one (1) two-performance day.
- (B) The Producer may not alter the number of scheduled weekly performances or reduce the length of the scheduled run without at least one week's written notice to the cast and Equity.
- (C) In case of individual performance cancellation, the cast must be notified three (3) 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 a fee equal to their performance salary for said performance.
- (D) 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.

**20. MINIMUM SALARIES.**

- (A) All Actors covered by this Agreement will be paid a salary no less than the applicable statutory minimum wage in Los Angeles County and will be called for a minimum of two (2) hours.

For the purposes of explanation, the minimum salaries under the current (as of February 6, 2015) applicable statutory minimum wage include:

Minimum Rehearsal Salary	
4 Hour Rehearsal	\$36.00
8 Hour Rehearsal	\$72.00
20 Hour Rehearsal Week	\$180.00
36 Hour Rehearsal Week	\$324.00

Minimum Performance Salary for Performances of 2 Hours or Fewer	
2 Hour Performance Call	\$18.00
5 Performance Week	\$90.00
6 Performance Week	\$99.00

Minimum Performance Salary for Performances of 2 to 3 Hours	
3 Hour Performance Call	\$27.00
5 Performance Week	\$135.00
6 Performance Week	\$162.00

Minimum Performance Salary for Performances of 3 to 4 Hours	
4 Hour Performance Call	\$36.00
5 Performance Week	\$180.00
6 Performance Week	\$216.00

Additional rehearsal hours during a performance week or for performances longer than four hours shall be paid at the applicable statutory minimum wage rate in Los Angeles County, currently (as of February 6, 2015) \$9.00 per hour.

- (B) Because an Equity bond is not required for the use of this Agreement, Actors should notify Equity immediately in the event salaries are not paid pursuant to this Agreement.
- (C) In the event that the applicable statutory minimum wage increases during the term of this agreement, the applicable minimum salary in this Agreement, or any other rate tied to the applicable statutory minimum wage, shall automatically be increased to reflect appropriate payment under the new rate.

**21. TAPING, FILMING OR RECORDING FOR PROMOTIONAL PURPOSES**

From the first day of rehearsal under the Agreement until twenty-six (26) weeks after the production has closed, no taping, filming or recording of any kind, including but not limited to rehearsal, Performance, demos or cast albums of any production may be made without prior written permission of Equity except as follows.

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

- (1) 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.
- (2) No more than three minutes of any rehearsal or performance shall be shown on the television or community affairs broadcast.
- (3) 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.
- (4) If possible, at least 24 hours advance notice of the filming or taping shall be given to the Actors.
- (5) 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.

## **22. RIGHTS AND OBLIGATIONS WITH RESPECT TO FUTURE PRODUCTIONS.**

### **(A) General.**

- (1) Producer hereby assumes obligations to make certain payments as specified in this Article to Actors who are employed in the Production, upon subsequent exploitation of the property.
- (2) Producer's obligations commence, and the Actor's rights vest, on the first day of the Actor's participation in the Production, regardless of whether the Actor's role is subsequently written out of the play.
- (3) The Producer shall furnish any documents or information required by AEA for implementation of the provisions contained herein.

### **(B) Conversion to another AEA contract production.**

- (1) A "Subsidiary Rights clause" is a provision in any Equity agreement requiring the contract producer to make bona fide offers, or payments in lieu thereof, to Actors who appear in a production.
- (2) In the event that a production is immediately converted to a contract production containing a Subsidiary Rights clause, or in the event of a contract production is converted within the time period specified in the applicable Subsidiary Rights clause of a property which has been performed or rehearsed under this Agreement, then
  - (a) All original 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 Actor has performed the identical function in the production and no such Actor receives a bona fide offer to perform such function in the production then all Actors who performed said function will share in such monies. All payments due hereunder shall be made to AEA for distribution among this Agreement 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 Actors, where such is due.
  - (d) Except as outlined in Section 22(C) below, in the event that the Producer notifies subsequent producing interests and AEA, in writing, of the production, the Producer shall have no further obligation under this provision.
- (3) Equity-LORT Subsidiary Rights Trust Fund.
  - (a) An Equity-LORT (League of Resident Theatres) Subsidiary Rights Trust Fund ("Fund") has been established to meet the obligation to Actors in connection with a subsequent production of the play at those theatres operating under the LORT contract. The 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 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. **There is currently a freeze on payments into the Fund. Ample notice will be given should the need for Producer contributions become necessary.**

- (b) In the event that there has been a prior 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 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 productions, Producer's contribution to the Fund nonetheless shall not be pro-rated.
- (c) Payment by certified check or money order must be received prior to issuance of this Agreement by AEA.

(C) Conversion of Revivals:

- (1) In the case of a production of a revival (of a property previously produced under an AEA contract), the provisions of Section 22(B) apply if the subsequent contract production results from the production.
- (2) In the event of dispute as to this Agreement origins of a contract production the final determination shall be made by AEA.
- (3) Where the contract production following a 99-seat production of a revival is a production under the LORT agreement, then neither the Producer nor the LORT Producer shall have any obligation to make conversion payments, anything to the contrary in this Agreement notwithstanding.

(D) Conversion to Other Media.

- (1) In the event a property rehearsed or performed under this Agreement 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 Production regardless of when such other media is actually produced, the Producer agrees that up to a maximum of 50% of Producer's total proceeds from subsequent exploitation of the property shall be used exclusively to reimburse each Actor and Stage Manager 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 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 an Actor or Stage Manager 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 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 Production participants are engaged to perform their identical function in another media, according to terms approved by AEA, the Producer shall no longer be liable under this provision.
  - (4) The Producer shall be responsible for notifying Equity 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 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.
- (E) Payments.
- (1) Other Media conversion payments shall be due upon receipt of proceeds by the Producer and shall be payable to AEA, to be held in escrow, to be distributed to the participants.
  - (2) Actors acknowledge that union dues, including delinquent dues, may be deducted from conversion payments.

**23. NON-PROFESSIONALS**

The Producer may employ Non-Professionals in proportion to Actors covered by this Agreement as follows: if the total number of cast members is between 1 and 4, at least 2 Actors must be covered by this Agreement; if the total number of cast members is between 5 and 10, at least 4 Actors must be covered by this Agreement; if the total number of cast members is more than 10, at least 5 Actors must be covered by this Agreement.

**24. GRIEVANCE PROCEDURES**

Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor and the Producer, or Equity and the Producer, including disputes as to the existence or validity of any employment contract, shall be resolved through the following procedure:

- (A) Equity will present a formal, written grievance containing a short written description of the subject of the grievance, and the articles and sections of this Agreement that have allegedly been violated.
- (B) The parties shall meet to attempt to resolve the grievance within fifteen (15) calendar days.
- (C) If the parties are not successful in resolving the grievance, either Equity or the Producer may invoke Arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (D) Arbitration as provided herein shall be the exclusive remedy for the resolution or adjustment of disputes, including any question as to whether a dispute or issue is arbitrable under the provisions of this Agreement. Nothing herein shall be construed to

give the arbitrator the authority to alter, amend or modify any of the provisions of this Agreement. Equity shall determine the site of arbitration, which shall be in the County of Los Angeles.

- (E) Expenses. Equity and the Producer shall share the expenses of the arbitration, including the compensation of the arbitrator, equally.
- (F) Equity shall act on behalf of the Actor in any arbitration proceedings; and, no Actor is authorized to commence any arbitration proceeding except with the consent of Equity.
- (G) Interest. In the event an award is rendered, the arbitrator has the right to assess interest, retroactive to the date of the claim, at the then-prevailing prime rate in effect on the date of the award.

## **25. NO STRIKE / NO LOCKOUT**

- (A) Notwithstanding any other provisions contained in this Agreement to the contrary, no Actor shall be subject to discharge, discipline, or replacement by the Producer
  - (1) For refusal to cross a picket line or enter upon the picketed premises if employees of the Producer other than those covered by this Agreement are on strike or are picketing the Producer; or
  - (2) For refusal to cross a picket line or enter upon the premises of an employer other than the Producer if the employees of such employer are engaged in a strike ratified by a representative of such employees, which such employer is required by law to recognize; provided, however, that in either instance, such strike or picketing must enjoy the sanction of and be ratified by the relevant parent national or international union and provided further that the Council of Equity endorses and supports the strike or picketing and directs its members to honor such picketing or strike, and further provided that the strike or picketing is not in violation of law.
- (B) The Producer shall not lockout any of the Actors, and neither the Actors nor Equity shall call, sanction, or participate in a strike during the period of this Agreement except as provided above. In no event shall any Actor be required to perform, or to enter the theatre for such purpose, if such performance or entrance would endanger the Actor's safety.
- (C) Should a strike by the Actors occur during the period of this Agreement, Equity shall be deemed not to have violated the terms of this Rule if Equity refrains from assisting, encouraging, or condoning and in good faith takes every reasonable means to terminate the strike at once, and in addition thereto, promptly declares publicly that the strike is unauthorized and directs the Actors to cease such conduct.

## **26. DUES CHECKOFF**

- (A) The Producer shall deduct union dues, initiation fees and assessments from the Actor's salary and remit to Equity, provided that the Producer receives timely notice from Equity, with proper authorization, agreed to and signed by the Actor.
- (B) Should there be an early termination of the Actor's contract, the Producer also agrees that the full amount owed to Equity at the time of such termination shall be deducted before the Actor's final paycheck, to the extent possible. In the event such monies are not so deducted, the Producer assumes responsibility for this obligation.



## **27. SEVERABILITY**

Each and every clause of this contract shall be deemed severable from each and every other clause of this contract. In the event that any clause(s) shall be determined finally to be in violation of any law, only the said clause(s) shall be deemed of no force and effect, and then only to the extent that any may be in violation. Should such a determination occur, it will not impair the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

## **28. BINDING EFFECT OF AGREEMENT**

All contracts of employment signed pursuant to this Agreement are binding not only upon the signers on the face thereof, but upon any and all corporations, co-partnerships, enterprises and/or groups which said signers or each of them directs, controls or is interested in, and are hereby agreed to be adopted as their contract by each of them.