

# **Actors' Equity Association**

## **AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE DINNER THEATRE ARTIST AGREEMENT**

Effective Date: February 20, 2007

Expiration Date: February 28, 2010 (extended)

### **NATIONAL OFFICE**

165 West 46<sup>th</sup> Street  
New York, NY 10036  
(212) 869-8530  
Fax (212) 719-9815

### **Chicago, IL 60603**

Suite 1500  
125 South Clark Street  
(312) 641-0393 phone  
(312) 641-6365 fax

### **San Francisco, CA 94104**

Suite 900  
350 Sansome Street  
(415) 391-3838 phone  
(415) 391-0102 fax

### **Los Angeles, CA 90036**

Suite One  
5757 Wilshire Boulevard  
(323) 634-1750 phone  
(323) 634-1777 fax

### **Orlando, FL 32821**

10319 Orangewood Boulevard  
(407) 345-8600 phone  
(407) 345-1522 fax

**[www.actorsequity.org](http://www.actorsequity.org)**



**AGREEMENT AND RULES GOVERNING EMPLOYMENT  
UNDER THE DINNER THEATRE ARTIST AGREEMENT**

Expires February 28, 2010

This contract may only be used with the permission of Actors' Equity Association. A theatre using this agreement may not present itself to the public as an Equity Theatre.

The following rules shall govern the employment of guest Equity members in Dinner Theatres. A Dinner Theatre is defined as a theatre presenting consecutive productions in conjunction with dinner service. Both events must occur in the same room and the only advertised price of admission for at least 75% of the performances in any given week will include both the cost of the meal and attendance at the performance. No more than 25% of the performances in any given week may be on a "show only" basis. A Theatre Restaurant is defined as an operation that meets the above qualifications except that dinner service and theatre shall be presented in separate but adjacent rooms. Both the theatre and restaurant must be under the same ownership. Seating in Theatre Restaurants may not exceed 1,200 seats.

The Dinner Theatre Artist Agreement shall not be permitted within 50 miles driving distance of an Equity Dinner Theatre or within 25 miles of Times Square, New York City; within 25 miles of The Loop, Chicago; within Los Angeles County; or within the city limits of San Francisco, without the permission of Equity.

If more than three Equity members are employed, a Stage Manager must also be employed under the Dinner Theatre Artist Agreement. This contract may be used solely for employment of a Stage Manager. If the Actors' primary function is chorus, it must be so stated on the contract.

The term "Actor" in this document shall refer to all persons including both actors and stage managers who are engaged under this contract.

**1. SALARY REQUIREMENTS.**

(A) Salary Minimums. Minimum weekly salaries for Dinner Theatre Artists are as follows: \$650 for the Actor, \$780 for the Stage Manager.

(1) The Actors' Equity Association (hereinafter 'Equity') work week runs from Monday through Sunday. The Actor must be paid the full weekly contractual salary.

(B) Per Diem. Minimum per diem is \$25 for all out-of-town Actors. When per diem is paid, it is paid weekly.

(C) Payday. Salary and per diem will be paid weekly, no later than the evening of the Thursday of the week of that week's work.

(D) Record of Salary Deductions. Whether paid by check or by cash, the Actor must be issued a stub or other record of gross salary, an itemization of extraordinary payments, (e.g. overtime, clothing rental, etc.), itemized deductions, and net salary for his records.

(E) Additional Duties. An Actor shall not do any additional work without mutual agreement between the Actor and the Producer and an additional negotiated compensation therefor. Additional duties not specified in the Actor's contract at the time of its original signing shall be contracted by rider with copies to the Actor and Equity.

(F) Additional Performances. In no event may there be more than one additional performance per week. 2/8 of contractual salary, respectively, shall be paid for such additional performance.

## **2. BREAKS, REST PERIODS, AND DAYS OFF.**

(A) There will be a break of 1 and ½ hours from the end of one performance to the half hour call of the second performance. If there are less than 1 and ½ hours, the Producer will provide the Actor with a choice of a hot or cold meal, at the Producer's expense. In no event will there be a rest period of less than 1 hour, exclusive of the half-hour call.

(B) There must be a 5 minute break after 55 minutes; or a 10 minute break after 80 minutes of rehearsal time.

(C) There shall be no less than a 12-hour rest period between the end of employment on one day and the beginning of employment on the next day.

(D) One scheduled full day off in each week is required. (A full day off is one that is free of rehearsals, and performances and is 24 hours in addition to the 12 hours required at the end of each work day.)

## **3. CAST LIST.**

If a cast list is provided, an asterisk (\*) must appear beside the Actors (or Stage Managers) name with a foot note on the same page which states: "Although this theatre does not have an ongoing contract with Actors' Equity Association, the individual Actors indicated with an asterisk are appearing courtesy of Actors' Equity Association, the Union of Professional Actors and Stage Managers in the United States." If the program contains any biographies, each Actor shall have a biography.

## **4. COSTUMES AND DRESSING ROOMS.**

(A) Costumes. The Producer shall furnish Actors with all costumes, including wigs, hats, beards, hairpieces, tights and hose, and properly fitted footwear. All shoes used for dancing shall be new when issued to the Actor and shall be issued at least one week prior to the first public performance if possible. Producer shall maintain said items at his expense, in a clean and sanitary condition.

(B) Costume Rental. The Actor may, at his option, agree to use specified items from his personal wardrobe, with a rental agreement set forth on a rider to his contract. Equity shall be contacted for the appropriate terms, conditions and rider.

(C) Dressing Room. The Actor shall be provided with a private dressing room if possible. The Actors dressing room must have toilet facilities or be within close proximity to toilet facilities. The toilets shall be separate facilities from those provided for the public and the kitchen personnel.

## **5. DUES AUTHORIZATION.**

The Actor hereby assigns to Equity from any compensation earned in connection with this contract such amounts for dues, initiation fees and assessments certified by Equity as due and authorizes and directs the deduction of such amounts from the Actor's weekly compensation and the remission of same to Equity. This clause shall be operative unless stricken by the Actor in which case the Actor is liable for direct payment of dues to Equity to the extent permitted by law. If the Actor strikes this clause and elects to pay dues directly to Equity and is in default of payment of any legally required dues, the Actor may be subject to discharge from employment for dues delinquency.

## 6. DUTIES OF THE ACTOR.

The Producer shall not request or permit anyone signed to an Actors' Equity Association Contract to perform such duties as hosting, waiting tables and/or busing; nor shall his employment as an Actor depend on his so doing. No Actor shall be permitted to perform any entertainment duties not related to the production either prior to curtain, during intermissions, or after curtain down without the written consent of and payment of additional compensation as specified by Equity.

## 7. GENERAL PROVISIONS.

- (A) Theatres using this agreement may not present themselves to the public as an Equity theatre.
- (B) All rules will be mutually agreed to between the Producer and Equity. If the parties are unable to agree, Equity's decision will be final. Equity represents that it will make its decisions by reference to custom and usage in the industry as appropriate.
- (C) Exclusive Bargaining Agent. The Producer recognizes Equity as the exclusive collective bargaining agent for the Actor. Working conditions shall conform to rules which have been adopted by custom and usage in the professional theatre.
- (D) Individual Signature Required. The Producer agrees that the execution of this contract binds not only the theatre, but also the individual signatory to this contract as well as any person under whose authority this contract is executed.
- (E) The Producer must deposit the following monies to Equity in guaranteed funds (certified checks, cashier's checks, or money orders):
  - (1) Actor's Paychecks. The final two paychecks for the Actor, made payable to the Actor in the *net* amount, one check for each week. (Equity holds these checks and remits them to the Actor during the final two weeks of employment.)
  - (2) Pension & Health Check. Payable to the Equity-League Pension and Health Trust Fund to cover the total pension and health contributions.
  - (3) Working Dues Check. Payable to Actors' Equity Association, in the current amount of 2.25% of the Actor's total gross salary, to cover the Actor's working dues obligation.

## 8. HOUSING.

- (A) It shall be the Producer's obligation and responsibility to provide mutually agreed-upon housing, which must include a private bedroom, for each out-of-town Actor at no cost to the Actor. A rider describing such housing shall be attached to the Actors contract. When an Actor with a disability is engaged, accommodations shall be provided as under Title I of the A.D.A. An out-of-town Actor shall be defined as an Actor whose primary residence as listed with Equity, is more than 50 miles from the theatre. The Actor may not be required to utilize alternative housing (i.e. with relatives or friends) as a condition of employment. These accommodations shall be within a 20-mile radius of the theatre. The "Y" or dormitories may not be considered a choice.
- (B) All housing will have air conditioning and heating at no extra charge to the Actor.
- (C) There shall be an existing phone line including free local telephone service available at no cost to the Actor in the Actor's living accommodations.
- (D) The Theatre shall provide Internet access in the Actor's housing.
- (E) Housing should have access to cooking facilities. Cooking facilities shall mean a kitchen area with a refrigerator, stove with oven and a kitchen sink. The following minimum kitchen equipment

is required: pots and pans; silverware; can opener; kitchen knives; microwave; and not less than four plates, cups, and glasses per individual.

(F) Such accommodations shall include bedding, bed linens, towels.

(G) The Producer warrants and guarantees that the living accommodations secured for the Actor will be clean, sanitary and reputable and meet the Equity standards for Actor housing. Security Measures. In addition to tumbler locks, there shall be a dead bolt lock on all exterior doors of the Actor's quarters. Neither the Actor's room number, address nor phone number shall be given out by the theatre's business or box office, except to an authorized Equity representative, unless authorized to do so by the Actor. Phone calls of an emergency nature shall be promptly relayed to the Actor by the Producer. Emergency phone numbers will be posted on the official Equity Callboard.

(H) Should the accommodations not conform reasonably to the description or to the minimum housing standards as set by Equity, the Producer shall assist the Actor in seeking and moving to an alternate location. Such change of lodging shall not alter the Producer's obligation for the Actor's transportation and housing.

(I) The Producer is obligated to secure living accommodations for the Actor and is not responsible for securing accommodations for the Actor's family or pets. Management shall provide the following information to the Actor who plans to bring his child to place of engagement: day care, baby-sitting services, pediatricians and suitable housing.

(J) The Producer, at his own expense, shall furnish round-trip transportation to the Actor for all performances and/or rehearsals.

(K) In all cases where no suitable shopping, hair salons, and/or public dining facilities are available, where the Actor can obtain three meals a day during normal meal hours, seven days a week, within one-half mile of the Actor's lodgings and/or theatre by normal transportation routes, the Producer shall provide round-trip transportation to such dining facilities daily and to an area of diversified shopping, including a bona fide supermarket twice a week. Such transportation shall also include a weekly laundry trip if facilities are not available at the Actor's housing. Where the Producer provides vehicles to the Actors on a 24-hour basis, such transportation shall be considered fulfilled.

(L) If housing and/or restaurants are more than one-fourth mile from the theatre, the Producer will furnish transportation for Actors 65 years of age and over, and for all Actors in the event of inclement weather or in the event that the Actors are required to use unlighted roadways after dark. Theatre agrees to address any Actor's reasonable concern about his safety when traveling to and from the theatre or rehearsal space after sunset.

(M) This transportation may be furnished in a "Company Car" or a "Cast Car" (and they may be the same vehicle) but each car shall be properly insured, operated by a properly licensed driver, and each Actor shall be provided with his own seat facing forward in the car. The car shall be in good repair with functioning heating, air conditioning, and ventilating facilities and shall be equipped with modern safety devices. It is further stipulated that such "Company" and/or "Cast" car will be covered by \$500,000/\$1,000,000 liability insurance.

(N) Transportation shall be furnished in such manner that the Actor will arrive at the theatre at least one-half hour prior to the beginning of each performance, and promptly for each rehearsal, and shall be available to return the Actor to his living quarters no later than one-half hour after each performance and promptly after each rehearsal.

(O) The securing of housing and transportation shall not be the responsibility of the Equity Stage Managers.

(P) Should the Actor refuse a choice of reasonable accommodations within the provisions of this rule, the Theatre shall be relieved of any further obligation to the Actor with respect to housing accommodations.

## **9. OVERTIME.**

Overtime is \$12 per ½ hour or part thereof. If the 12-hour rest period is invaded, overtime is \$20 per ½ hour or part thereof.

## **10. PENSION AND HEALTH.**

The Producer agrees to be bound by the Agreement and Declaration of Trust establishing the Pension and Health Trust Funds mentioned in (A) and (B) below, including its regulations and any modifications thereto which may be adopted by its Trustees during the term of this agreement. (Pension and Health contributions are costs borne by the Producer.)

(A) Pension. The Producer agrees to participate in the Equity-League Pension Trust Fund by making weekly contributions of 8% thereto on all gross payments made to the Actor in each week of employment.

(B) Health. The Producer agrees to contribute to the Equity-League Health Trust Fund for each week of employment. This fund provides health insurance benefits for the Actor. The weekly health contribution is \$175. Effective June 1, 2009 the contribution shall be \$182. The contribution rate set forth herein is inclusive of a contribution for Supplemental Workers' Compensation Disability benefits administered by the Fund.

## **11. PERSONAL PROPERTY AND BELONGINGS OF THE ACTOR.**

(A) Baggage. The Actor will be responsible for transporting his personal baggage to and from the station from his residence and the Producer will reimburse the Actor in full for all reasonable expenses incurred, as set forth by the Actor. In addition, the Producer will reimburse the Actor for transportation of the Actor's trunk and baggage up to 300 pounds from his residence (including pickup from within his or her living quarters) to his lodging in the vicinity of the theatre and, upon termination of the engagement, for return to his residence (including delivery to within his living quarters). Receipts from such transportation costs must be presented.

(B) Restricted Access. The Producer agrees to restrict public access to the Actor's dressing room and to provide facilities for safe keeping of the Actor's personal effects and valuables.

(C) Personal Valuables. The Producer shall be liable for the loss of and damage to the Actor's personal effects and valuables subject to the limits indicated below, if the valuables have been given to the Producer or the Producer's agent for safe keeping. When the Producer requires the Actor to utilize his personal property in a production, the Producer shall be liable for the loss and/or damage to such property.

(D) Limited Liability. Such liability shall be limited to: \$2,000 for the Actor's personal effects and/or clothing; up to a limit of \$1,000 for the Actor's furs, coats and overcoats; up to \$1,000 for the Actor's jewelry, watch, and radio. The Producer shall not, however, be liable for any loss or damage to the Actor's property while said property is under the sole and exclusive control and supervision of the Actor.

## 12. PUBLICITY.

(A) An Actor cannot be required to be at the disposal of the Producer except within the specified rehearsal and performance hours.

(B) During Rehearsal. Any time taken for personal appearances, newspaper, radio and TV interviews (including transportation to and from the interview site) may not infringe upon the 12-hour rest period.

(C) After the First Public Performance. Equity sets no limit on the number and length of personal appearances, newspaper, radio and TV interviews, arranged by the Producer. But they shall be with the Actor's consent, at his convenience, and he shall have the right to limit the number and time devoted to such appearances and interviews.

(D) When an Actor is asked to perform as part of a personal appearance and when that performance comes under the jurisdiction of the American Federation of Television and Radio Artists/Screen Actors Guild, the Actor shall be paid no less than the applicable AFTRA/SAG minimum. When the Stage Manager and/or Dance Captain is asked to do any work in connection with said performance, the Stage Manager and/or Dance Captain shall be paid no less than the applicable AFTRA/SAG minimum for a Principal (on camera) in lieu of any other payment due under the terms of this Agreement.

(E) If an Actor appears in costume and make-up outside regular rehearsal hours at the Theatre's request, Actor shall receive payment at the applicable overtime rate.

(F) The Producer shall provide round-trip transportation for all interviews and personal appearances arranged by the Producer or reimburse the Actor for such costs.

(G) The Producer shall reimburse the Actor for all reasonable personal expenses incurred in connection with personal appearances and interviews arranged by the Producer.

## 13. REHEARSAL AND PERFORMANCE RULES.

(A) Except as provided for under Rule 1(F), in each week there will be no more than 8 performances. There will be no more than 5 performances in any 3 consecutive days.

(B) On a non-performance day, rehearsal will not exceed 7 out of 8 ½ hours. **After 5 hours of rehearsal there shall be a break of at least 1 hour.**

(C) On a 1-performance day, rehearsal shall not exceed 5 hours. Any time beyond that shall be paid for at the overtime rate of \$12 per ½ hour. There shall be no rehearsal on a 2-performance day.

(D) There may be one day of 10 out of 12 consecutive hours of rehearsal for each production in the 7-day period prior to the first public performance of a production.

(E) Costume and photo calls shall be included in rehearsal hours.

(F) Prior to the first paid public performance, the total work week including performances, rehearsals, costume calls, and photos will not exceed 42 hours.

(G) After the first paid public performance, the total work week including performances, rehearsals, costume calls, and photos will not exceed 32 hours.

#### **14. TELEVISIONING, FILMING AND RECORDING.**

(A) There shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, videotaping or other mechanical or electronic reproduction in whole or in part of any production, including rehearsals, in which Actors are employed under the terms of the Dinner Theatre Artist Agreement, whether such recording shall be for educational, instructional, advertising or any other purpose, without the written permission of Equity and under the terms and conditions established by it. This Rule shall apply also to any reproduction made within a period of 19 weeks following the final performance.

(B) TV Newscast. A film or videotape may be taken of the production to be used exclusively for TV newscast review of the production or a featured story on the production contained within the TV news program and only under the following conditions:

(1) During Rehearsal. Filming or taping and interview sessions shall not exceed ½ hour of the rehearsal.

(a) The Actor shall file a report with Equity giving the time utilized for the filming or taping and interview sessions.

(b) Upon contemplation of filming or taping during rehearsal, the Producer shall make every reasonable effort to give the cast a 24-hour notice.

(c) The Producer may schedule up to three filming or taping sessions, and must have all stations do their filming or taping within those three times.

(d) If the time of the filming or taping is changed, the Producer shall notify the cast of such change.

(2) At a Performance. Only ½ hour of film or tape may be shot.

(a) If possible, the cast shall be given a 24-hour notice.

(b) There shall be no filming or taping where there is any interference with the Actors (e.g., the requirement for additional lighting or the movement of equipment).

(c) Three-Minute Limit. Not more than three minutes of any filmed or taped portion of the performance or rehearsal shall be shown on the TV news broadcast. Such 3 minute film or tape must not contain an entire self-contained number or scene.

#### **15. TERMINATION.**

(A) Before Rehearsals. Prior to the beginning of rehearsals, this contract may be terminated as follows:

(1) By Actor giving the Producer written notice at least two weeks prior to the rehearsal date specified in this contract.

(2) By the Producer giving the Actor written notice, at least two weeks prior to the rehearsal date specified on the contract and paying the Actor two week's contractual salary.

(B) During Rehearsal. This contract may not be terminated during rehearsals except with the permission of Equity.

(C) After First Paid Public Performance. Either party may terminate this contract by giving a 2-week notice in writing to the other. Termination will be effective at the end of 2 weeks after notice is given.

## **16. TRANSPORTATION AT BEGINNING AND END OF EMPLOYMENT.**

(A) The Producer must provide the Actor with round-trip transportation in the form of an airline or railroad ticket at least three days before the Actors departure to the place of employment. All reasonable transportation costs, including but not limited to taxis, baggage handling and gratuities, must be paid by the Producer. If an Actor chooses to drive his own vehicle, he shall receive the applicable IRS mileage rate.

(B) It shall be the Producer's obligation and responsibility to have the Actor met on his arrival in town or to instruct the Actor in advance where to go on arrival. The Producer shall make every attempt to provide transportation from the point of the Actor's arrival in town to his local residence.

(C) The Producer will provide the Actor with city maps and information about the city.

## **17. UNEMPLOYMENT INSURANCE AND WORKERS' COMPENSATION.**

The Producer must obtain Unemployment Insurance and Workers' Compensation coverage for the Actor under this contract.

## **18. DISPUTES.**

The decision of Equity in any dispute shall be final and binding unless the Producer contends that Equity's decision is arbitrary and capricious, in which case either party may submit any dispute arising under, out of, or in connection with employment here under, or in relation to this Agreement or any breach or asserted breach thereof, for arbitration, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Producer and Actors' Equity Association will be the sole parties to such proceeding. Any award rendered shall be final and binding. Any hearing or arbitration will be held in a location selected by Actors' Equity Association. The expense of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer.