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**Modified Bay Area Theatre Agreement**

1. Except as otherwise provided herein, all terms and conditions of the *Agreement and Rules Governing Employment under the Bay Area Theatre Agreement*, are a part of this contract with the same force and effect as if fully set out herein.
2. **Availability:** This Agreement may be used by Theatres producing in **physical locations with 100 seats or fewer** in the nine county San Francisco Bay Area; that have an average actual weekly box office gross of up to \$2,500 **and** an annual budget of up to \$75,000 (Level I) **or** an average actual weekly box office gross of up to \$4,000 **and** an annual budget of up to \$150,000 (Level II). This Agreement shall be used only with the express consent of Actors' Equity Association.
2. **Levels:** Levels shall be determined by average weekly box office gross and annual budget.

	<b>Level I</b>	<b>Level II</b>
Maximum Rehearsal Hours for Actors and Stage Managers	20 per week - see also Rule 50(D)(3)	20 per week - see also Rule 50(D)(3)
Max. Number of Performances	4 per week - see also Rule 38(G)	4 per week - see also Rule 38(G)
Maximum Average Box Office	\$2,500.00 per week	\$4,000 per week
Maximum Annual Budget	\$75,000	\$150,000
Pension Contribution	6% contractual salary	6% contractual salary
Health Contribution	7/28/08-7/26/09: \$2.00 SWC per actor per week 7/27/09-7/25/10: \$2.00 SWC per actor per week	7/28/08-7/26/09: \$135.00 per Actor per week 7/27/09-7/25/10: \$148.00 per Actor per week

3. **Minimum Salaries: Minimum salaries divided by total weekly hours must meet or exceed all applicable minimum wage laws:**  
**Actor:** Actors shall receive a weekly minimum salary of \$177.00 through July 26, 2009 and \$196.00 as of July 27, 2009 through July 25, 2010.  
**Stage Manager:** Stage Managers shall receive a weekly minimum salary of \$195.00 through July 26, 2009 and \$216.00 as of July 27, 2009 through July 25, 2010.  
**Assistant Stage Manager:** Assistant Stage Managers shall receive a weekly minimum salary of \$189.00 through July 26, 2009 and \$200.00 as of July 27, 2009 through July 25, 2010
4. **Pension and Health Contributions (see also Rule 27 & 28):** On Level II of this Agreement, the Theatre shall contribute to the Equity League Health Trust Fund at a rate specified by Equity, currently \$135.00 (including Supplemental Workers Compensation) through July 26, 2009 and \$148.00 (including Supplemental Workers Compensation) through July 25, 2010, for each Actor covered by this Agreement for each week that the Actor is under contract. In no event shall the contribution exceed the current Letter of Agreement "Weekly Low" rate in effect. On Level I of this Agreement, the Health contribution is waived, except for the weekly contribution of \$2.00 for Supplemental Workers Compensation. However, all Theatres using this Agreement shall contribute 6% of the Actors' weekly contractual salary to the Equity League Pension Trust Fund. (See also Rule 46, Reporting by Producer).

**5. More Remunerative Employment (See also Rule 33):**

**Rule 33(B), Long-Term:** More remunerative employment of four days or more shall require 48 hours written notice to the duly authorized representative(s) of the Theatre prior to the first call that the Actor will be missing.

**Rule 33(C), Prohibition of Notice:** There shall be no prohibition of notice under this Agreement.

**Rule 33(F), Replacement by a Non-Equity Understudy:** A non-professional understudy may replace an Actor as a result of notice given under this rule.

**Rule 33(H), Auditions:** The Theatre shall accommodate the Actor's request to audition for more remunerative employment during the rehearsal period.

- 6. Auditions (See also Rule 5):** When there are auditions for Equity performers, all applicable rules shall apply.
- 7. Deputies (See also Rule 20):** An Equity Deputy shall be required in each company where two or more Actors are employed.
- 8. The Equity Membership Candidate Program:** is not allowed under this Agreement.
- 9. Replacement of Actor by Non-Professional:** Should an Actor terminate this Agreement, they may be replaced by a non-professional.
- 10. Minimum Number of Equity Contracts:** (Rule 31) shall not apply.
- 11. Union Members:** Any Actor who is a member of one of the **4A's performers unions** (SAG, AFTRA, AGVA, AGMA, etc.) must be offered an Equity contract to work at this Theatre.
- 12. Authorization:** The Actor hereby assigns to Actors' Equity Association from any wages earned or to be 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 Actor's weekly compensation and the remission of same to Equity. This assignment, authorization and direction shall remain in effect and shall be irrevocable for a period of one year or until the termination of the Agreement, whichever occurs sooner, and shall be automatically renewed, with the same irrevocability for successive like periods unless terminated by the Actor in writing, not more than 40 or less than 10 days prior to the expiration of such period. This clause shall be operative unless stricken by the Actor in which case the Actor is liable for direct payment of dues to the Association. If the Actor strikes this clause and elects to pay dues directly to the Association and is in default of payment of any legally required dues, the Actor is subject to discharge from employment for dues delinquency.
- 13. Duration:** Equity reserves the right to re-evaluate, amend and modify this Agreement, and to take such action as the Council of Equity deems appropriate. However, no changes in conditions shall be made that would be onerous to a Producer during a production or season that has begun operation under the conditions of this Agreement until the completion of the Production or season as shown in the application of the Producer.

**Sample Copy**