Actors’ Equity Association

AGREEMENT AND RULES
GOVERNING EMPLOYMENT
IN
MUSICAL STOCK AND UNIT ATTRACTIONS
(M.S.U.A.)

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MUSICAL STOCK AND UNIT ATTRACTION

Agreement made between Actors' Equity Association (hereinafter called "Equity"), and St. Louis Municipal Theatre Association, St. Louis, MO; Starlight Theatre Association, Kansas City, MO; Dallas Summer Musicals, Dallas, TX; Theater of the Stars, Atlanta, GA; (hereinafter called "Producer"), governing terms and conditions for the employment in Unit Attraction Tours, Outdoor Non-Resident Musical Stock and Indoor Non-Resident Musical Stock.

RECOGNITION

The Producer agrees to recognize Actors' Equity Association as the exclusive representative of all the Actors (Principals, Chorus, Stage Managers, and Assistant Stage Managers) employed by the Producer, for the purposes of collective bargaining and the administration of matters within the scope of this Agreement.

RULES GOVERNING EMPLOYMENT

1. ACTOR’S OBLIGATION TO EQUITY.

(A) Nothing contained in any employment contract signed by any member of Equity shall be construed so as to interfere with the carrying out of any obligation which a member owes to Equity by virtue of such membership, and the Producer shall not only not request or require any member to do any act or thing forbidden by the Constitution and By-Laws of Equity or by the rules or orders of the Council of Equity, or orders of its authorized executives, but will require the Actor to do and/or assent to the Actor doing any and all acts required by the foregoing.

(B) The Producer further agrees that he has notice:

(1) That the Associated Actors and Artistes of America is a voluntary Association (hereinafter referred to as 4A's) and is subject to the Constitution, By-Laws, rules, regulations and orders of the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), from which it derives its charter.

(2) That Equity deriving its charter from the 4A's is in turn subject to the Constitution, By-Laws, rules and regulations of the 4A's and the American Federation of Labor-Congress of Industrial Organizations.

(3) That the Actor is directly subject to the Constitution, By-Laws, rules and regulations and orders of the 4A's and the Producer agrees that he will not require the Actor to do any act or thing forbidden by the Constitution and By-Laws of the 4A's or by its rules or orders or regulations.

This Agreement and all contracts of employment shall be subject to all such rules and regulations.
2. AGENTS.

(A) Equity Franchise Required. The Producer has notice that if the negotiation for or the obtaining of a contract of employment by the Actor is through any employment agent or personal representative not holding an Equity franchise, or one whose franchise is not in good standing, the Actor is liable to suspension or other disciplinary action by Equity.

(B) Commissions. Should the Producer contact the Actor directly and agree with him as to the salary and part, the Producer shall not directly or indirectly require an Agent to intervene to complete the engagement or require the Actor to sign the contract at or through an Agent's office. Any such Agent so engaged does not represent the Actor and should such Agent make a claim for commission, the Actor will notify the Producer accordingly, and the Producer agrees to indemnify the Actor and hold him harmless from any such claim.

(C) Agents Acting as Casting Consultants or Packagers. Any agent who acts as an agent for a Producer either as a casting consultant or otherwise, with or without fee, does not, if the Actor secures employment through him, represent the Actor in securing said employment and therefore, pursuant to the Agency Regulations, is not entitled to commissions therefore from the Actor.

The foregoing paragraph likewise applies in any case where the Agent acts as a Packager, either on behalf of a Producer, with or without fee, or on his own behalf.

(D) Chorus: Commission Prohibited. An Actor engaged under a Chorus contract or performing under Chorus conditions shall not be required to pay commission to any agent except in accordance with the Equity Agency regulations.

3. ALIENS.

Non-resident aliens may not be employed without the express consent of Equity.

4. ARBITRATION.

(A) Initial Procedure. Should the Producer dispute a written ruling by Equity and if said ruling is arbitrable under these Rules, he must contact his AEA Business Representative to attempt to resolve the issue. Failure to do so within two weeks shall constitute agreement with the original ruling and an acknowledgment that Equity may deduct any monies due as a result of said rulings from any security posted with Equity by the Producer. Any solution shall be confirmed in writing and acknowledged by both parties.

(1) Failure to Achieve Resolution. In the event that attempts to resolve the conflict are unsuccessful, either party may declare a failure to achieve resolution by sending notice to the other party via registered mail clearly stating that the issue has not been resolved.
(2) **Time Limit for Arbitration.** Following declaration of failure to achieve resolution the Producer must demand arbitration within four weeks of receipt of notice to him. Failure to do so within four weeks shall constitute agreement with the original ruling and an acknowledgment that Equity may deduct any monies due as a result of said rulings from any security posted with Equity by the Producer. The Producer further agrees to replace said amount deducted immediately upon demand by Equity.

(B) **Procedure.** Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor or Equity and the Producer, including disputes as to the existence or validity of any employment contract, shall be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of The American Arbitration Association.

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.

The expenses of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer. 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 act on behalf of the Actor in any arbitration proceeding and in accordance with Equity's Constitution and By-Laws. No Actor is authorized to commence any arbitration proceeding except with the consent of Equity. Equity shall choose the arbitrator for the Actor.

Arbitration shall be held in a city where Actors' Equity Association maintains an office.

(C) **Failure to Pay Creates a Dispute.** Failure by a Producer to pay any amount claimed by the Actor or Equity is evidence of the existence of a dispute (Equity consenting), entitling the claimant to an arbitration (Equity consenting).

(D) **Failure to Arbitrate a Breach of Contract.** Failure of the Producer to appoint his arbitrator and promptly arbitrate any dispute, on demand by Equity, within the time specified in this Agreement or Equity rules, shall be a breach of this Agreement.

(E) **Special Provision.** Should any dispute arise to which an Actor is a party, and either the making or the validity of the agreement itself, or the agreement to submit to arbitration, or the failure to comply with any agreement to arbitrate, is in dispute, all parties to the agreement or alleged agreement shall waive and by the acceptance of this Rule do waive any and all provisions of law, which may lawfully be waived and which may provide other or different procedure and submit such dispute to arbitration in the manner provided in standard form Equity contracts and by Equity rules.
No Actor and no Producer shall make or take any appeal in any form to any Court of law to determine any rights or remedies, or alleged rights or remedies, or any question in dispute of any kind under any agreement or claimed agreement of employment, or any disputed question regarding the making of any agreement to arbitrate or any part thereof, when it shall be lawful to determine such question involved or such dispute by mutual written consent through arbitration held in accordance with the provisions of standard form Equity contracts or Equity rules. Failure on the part of an Equity member to obey these rules or any of them shall be grounds for discipline of such Equity member. Failure on the part of the Producer to obey these rules or any of them shall constitute a breach of agreement and of Equity rules by the Producer or employer, which breach shall entitle all Actors, at the request of Equity, to withdraw from his cast. In case of such breach, the Producer agrees, in case the Actor holds a standard contract without guaranty of more than two weeks, to pay forthwith, in full for all services rendered by the Actor to the Producer, plus any other amounts then owing not already paid, and also as liquidated damages, no present basis of calculation existing, a sum equal to two weeks' contractual salary. If the Actor holds a contract with a guaranty exceeding two weeks, then in case of such breach the Producer agrees to pay the Actor forthwith, in full for all services rendered by him, not then already paid for, plus any other sums to which the Actor may be entitled by contract or by Equity rule, and plus also as and by way of liquidated damages, no present basis of calculation existing, a sum equal to his contractual salary multiplied by the number of weeks remaining under his guaranty of employment. In no event shall the Actor be paid less than two weeks' contractual salary, and in no case shall any offsets be allowed to the Producer for the earnings of the Actor in a new or subsequent engagement.

The arbitration provisions of this Agreement shall, with respect to any controversy or dispute, survive the termination or expiration of this Agreement, or any contract of employment. Nothing herein contained shall be deemed to give the arbitrators the authority, power or right to alter, amend, change, modify, add to, or subtract from any of the provisions of this Agreement.

5. **AUDITIONS.** (See also Rule 28 EQUAL EMPLOYMENT OPPORTUNITY.)

(A) **General Provisions.**

(1) Before any performers (other than “star” performers) are hired for a production, the Producer shall conduct auditions at which performers will be seen, without appointment, for principal roles and stage manager positions. Callback appointments for a later time may be scheduled. The following conditions shall apply:

(a) Among the auditions held for performers, there shall be auditions for Equity performers;

(b) The Producer is under no obligation to hire any person pursuant to any audition procedure, including the audition procedures for Equity performers set forth hereinafter.
(2) No performer shall be required to sign a contract of employment at an audition. Employment, if any, shall not be contingent upon travel to the Theatre location for an audition or a callback.


(a) Affirmation.

(i) The Producer and Equity affirm their commitment to a policy of equal employment opportunities designed to promote the elimination of discrimination and to project a positive model of equal employment and multiethnic diversity within all theatres. Consistent with the foregoing, it is the intent of the parties that the selection and casting of plays and the hiring of Stage Managers shall be conducted in a manner that provides fair employment to ethnic minority performers (African-Americans, Hispanic-Americans, Asian/Asian-Pacific Americans, Native Americans), women, senior performers, and performers with disabilities.

(ii) The Producer agrees that the casting of all productions shall be conducted in a manner that provides full and fair consideration to ethnic minorities, women, senior performers, and performers with disabilities. Further, active solicitation of ethnic minority performers, women, senior performers, and performers with disabilities shall be evident in all ads, notices, calls, and cast breakdowns to agents and casting directors in order to ensure their participation in the casting process.

(iii) In addition, the Producer and Equity shall encourage multiracial, multiethnic productions and the use of a flexible and imaginative casting policy known as “non-traditional casting”. Non-traditional casting is designed to increase employment for ethnic minority performers, women performers, senior performers, and performers with disabilities by the casting of these individuals in roles for which race, gender, age, or the presence or absence of a disability is not absolutely essential to the play or the character’s development.

(iv) It is the intent of the Producer and Equity that auditions for all roles shall be held without regard to age, gender, race, color, ethnic origin, creed, physical impairment, political persuasion or belief, or sexual orientation.

(b) When a role being cast depicts a person with a specific disability, the Producer agrees to include that fact in the casting specifications and also to notify Equity of such specifications so that
all performers with similar disabilities shall be informed and given
the opportunity to audition for the role.

(c) When auditions are held in premises that are not
architecturally accessible, the Producer, upon notification by either
a performer with a disability who wishes to audition or by Equity,
shall arrange accessible audition facilities to accommodate Equal
Access Casting for performers with disabilities.

(d) When a deaf performer is sought, the Producer shall provide
during the audition-qualified interpreter(s) for the deaf (interpreters
qualified or certified in sign language or oral interpretation).

(e) When a blind or visually impaired performer is sought, the
Producer will insure that the script is made available to the
performer in advance of the auditions.

(B) Equity Auditions. The Producer shall abide by the following procedures for
the conducting of auditions for Equity performers:

(1) Auditions for Equity performers shall be conducted in a city in which
Equity maintains an office. At least once during the term of this
agreement, each signatory agrees to hold an audition in Chicago and in
Los Angeles.

(2) Up to four signatories to this Agreement may jointly conduct such
auditions, provided that the appropriate representatives of each Theatre
are present at the auditions.

(3) Auditions for a Package Tour shall be conducted by the Producer of
the originating Theatre or by the "Point Producer" when designated by
said Producer.

(4) Auditions for a Unit Tour shall be conducted by the Producer of the
tour and may not be combined with any other auditions without the written
permission of Equity, which will not be unreasonably withheld. Appropriate
casting staff for the touring production must attend.

(5) Concurrent with the distribution of casting announcements to
agents, and at least two weeks prior to the desired audition time, the
Producer shall submit to Equity the following information about the
production for which auditions are scheduled:

(a) title and projected playing dates of the production(s);

(b) whether the production is playing at a single Theatre and, in
the case of joint auditions, which Theatre;

(c) whether the production is a Unit Tour or a Package Tour and
in the case of joint auditions, which signatory is responsible for the
casting;
(d) the contemplated tour schedule for any Unit Tour or Package Tour;

(e) the date, time and location of the auditions;

(f) names of Director, Choreographer, Stage Manager, General Manager, Company Manager, and professional Casting Director, as may be available at the time;

(g) name(s) of person(s) who shall be conducting the audition;

(h) a complete cast breakdown (to include a definitive description of each character in new plays) and notation of possible opportunities for Non-Traditional Casting. Equity-required audition notices shall contain character descriptions, synopses, and other pertinent items of information and shall be identical to those provided to others. The Producer shall submit any changes in a timely manner;

(i) whether or not Stage Managerial positions are available;

(j) all necessary instructions for auditioning performers.

(6) The location or time of the audition for Equity performers may not be changed without prior notification to Equity and unless the change can be published in trade publications prior to the audition.

(7) A copy of all rules and regulations regarding Equity auditions shall be posted at the audition location. A copy of any concessions and/or waivers granted to the Producer for the season or production prior to auditions shall also be posted.

(8) The Producer shall provide at his expense a piano and a professional piano accompanist who can sight-read at all Principal and Chorus auditions whether at a studio or in a Theatre. The Musical Director may not be the audition accompanist.

(9) To ensure privacy during each individual audition, no portion of the audition room shall be used as a waiting room.

(10) Persons not participating in the audition shall not be allowed in any area where performers are singing, dancing, or reading for roles.

(11) Audio or videotaping, or filming of Equity performers shall not be permitted at auditions. Photographs may not be taken while the Actor is auditioning.

(12) Safe and Sanitary Provisions. When auditions are held, the Producer shall provide a space, approved by Equity in advance, which approval shall not be unreasonably withheld, and which shall include:

(a) A room, separate from the audition space, with seats and open space where the performer may wait and/or warm up for the
audition. Said room shall be available one hour before the scheduled starting time of the audition;

(b) Separate changing facilities (not lavatories) for men and women at any audition where they are required to dance;

(c) An audition room, change room and/or waiting room which is properly lighted, ventilated and heated (when necessary) during inclement or cold weather to at least 68 degrees F;

(d) An ample supply of pure, cool drinking water and cups as needed, at no cost to the Actor, wherever the Actor is required to audition;

(e) Areas designated as smoking areas in buildings where smoking is permitted. (Smoking shall not be permitted outside said areas, including waiting rooms and rehearsal rooms, where auditions are being held);

(f) Dance surfaces in accordance with Rule 53(H) (Dancing Surfaces) when performers are required to dance. (Equity reserves the right to approve audition dance surfaces).

(13) The Producer shall insure that liability insurance to cover performers at auditions is provided.

(14) Equity will provide a monitor, at no cost to the Producer, to assist the Producer or the Producer's representative in organizing and facilitating any scheduled Audition.

(C) Equity Principal Auditions.

(1) There shall be no fewer than 21 hours of Equity Performer Principal auditions, to be scheduled in no fewer than three days, when said auditions are shared by up to four signatories to this Agreement. The Producer agrees to provide audition slots for at least 126 performers on each of the seven-hour days and may see more if time permits.

(2) Each signatory must be represented by the Producer, a Director, or a Musical Director, or for dance auditions, a Choreographer from the season. Equity shall be advised in writing in advance of such auditions of the names and titles of such representatives. Someone with final casting authority must be present at all auditions.

(3) If a signatory to this Agreement holds Equity auditions separately and does not share them with any other signatory, said audition may be reduced to 14 hours, scheduled in no fewer than two days.

(4) Each Equity performer shall have up to three minutes to present prepared musical material. (Stage Managers shall be interviewed).
(5) Equity Performers to be auditioned for Principal roles shall be called to audition at specific times and shall not be called in groups except for a dance audition.

(6) Auditions or readings, excluding the initial Principal Audition, shall be compensated at the rate of $\frac{1}{7}$ of minimum salary for each audition or reading, over three, to which the performer is called.

(7) Performers called back from a Principal Audition shall be auditioned separately from performers auditioning for chorus. Such performers may, however, be seen on the same day as chorus calls.

(D) Local Auditions.

(1) When the Producer is the “Point Producer” on a shared production or when the Producer produces a stand-alone production at his theatre, he shall hold an audition for local performers for that season. The following conditions shall apply:
   
   (a) Among all such local auditions held at the Theatre, there shall be auditions for Equity performers.
   
   (b) The Producer is under no obligation to hire any person appearing at any such local audition.

(2) This requirement for the holding of local auditions shall not be applicable to any Theatre within a radius of 100 miles of an Equity office city.

(3) The Producer shall schedule an initial block of three hours for local Equity auditions. The Producer will open additional time, up to a total of seven hours, should the need exist to accommodate the number of local Equity performers who wish to audition. The Producer may schedule the additional time on the same day as the original three-hour block or on a subsequent day.

(E) Chorus Auditions.

The Producer shall hold chorus auditions open to chorus performers. The following conditions shall apply:

(1) Among the auditions held for chorus performers, there shall be auditions for Equity performers;

(2) The Producer is under no obligation to hire any person pursuant to any chorus audition procedure, including the procedures for Equity performers set forth below.

(F) Equity Chorus Auditions for Equity performers shall be conducted in accordance with the following:

(1) Singers (male and female) and dancers (male and female) shall be auditioned separately at the first Chorus call. The time and place of said
call for these groups shall be announced by Equity at least one week before the time of audition. The Producer shall also notify Equity of the time and place of the final audition.

(2) Dancers shall be auditioned as dancers before being auditioned as singers. Singers shall be auditioned as singers before being auditioned as dancers.

(3) Auditions may be held on two separate days, one day for voice, and one day for dancing and general qualifications. If said two days of auditions are not consecutive, Chorus performers shall not be required to report for any purpose on the days between such auditions. If the Chorus performer is called for any day, or works on any day after the second audition day, the Chorus performer shall then be paid at the rate of 1/7th of minimum for each such day.

(4) The Producer or a Musical Director or a Director from the season must be present at all singing auditions. The Producer or a Choreographer or a Director from the season must be present at all dance auditions. Someone with final casting authority must be present at all auditions.

(5) Performers shall not be called upon to perform any material at an audition that cannot safely be executed without rehearsal, including, but not limited to, trick dance steps, acrobatics, or other movements that cannot be safely performed, by virtue of the performer's training, without practice and preparation.

(6) Performers shall not be required, during auditions, to rehearse numbers to be used in the production; if so required, rehearsals shall be deemed to have commenced.

(7) A Chorus Audition shall not be interrupted in order to audition a performer for a Principal role, except at the final auditions, when a Chorus performer may read for a "part" or understudy. A performer auditioning for a Principal role may not be called to audition with a group auditioning for chorus.

(8) If additional Chorus Auditions are held in the vicinity of the Theatre, a Chorus call must be held before, and separate from, any other call. A representative of the Theatre with final casting authority must be present at all calls for Chorus performers.

(9) Chorus performers shall be seen for callbacks in the same locale where originally auditioned. The time span of any callback shall be limited to six out of eight hours from the inception of the call.

(10) Should the Producer, after engaging all Chorus performers, release without obligation a Chorus performer at said performer's request, the Producer may then hold an additional audition, without payment, for the purpose of replacing said Chorus performer.
(G) **Script Review.** As an aid to achieving cast integration and in order to promote the employment of multi-racial/multi-cultural actors (which includes ethnic minorities, women, actors with disabilities and senior performers) in pursuance of equal opportunity for all actors, the Producer, at least five weeks prior to principal auditions, shall submit a script or outline of a new or revised play, and such other related information as may be relevant, to an advisory committee of Equity consisting of three members of its Committee for Racial Equality, Women’s Committee and Performers with Disabilities Committee. This committee shall act in an advisory capacity only.

After having reviewed the script, the committee shall submit recommendations to, and be prepared to discuss with the Producer, director, playwright and choreographer, those roles in which ethnic minorities, women, senior performers and actors with disabilities might be cast. It is understood that the script is delivered confidentially and is not for publication, that the recommendations submitted by the committee are advisory, and that the recommendations of said advisory committee should be made only after an actual reading of the script. It is further understood that the Producer shall have the right to discuss the script and the committee’s recommendations with the advisory committee.

The committee shall not disclose its recommendations to anyone other than the director, the playwright, the casting director and the choreographer without the written approval of the Producer. If the Producer, or on the Producer’s behalf, the director, playwright, casting director, or choreographer, gives such written approval, Equity may disclose said recommendations. However, if the Producer, or on the Producer’s behalf, the director, playwright, casting director, or choreographer, fails to request and make himself available for a discussion with the committee within ten business days of receipt of the recommendations, the Producer shall be deemed to have approved the disclosure of the recommendations by Equity.

6. **BINDING EFFECT OF AGREEMENT.**

Agreements between Producers and so-called "packagers", casting consultants, agents, or manager's representatives shall in no way limit or reduce the Producer's liability or responsibility to fulfill all terms and conditions of Equity contracts to which the Producer is signatory.

All contracts signed pursuant to these Rules are binding upon not only 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 control, and are hereby agreed to be adopted as their contracts by each of them.

7. **BLACKLISTING.**

The Producer and Equity both pledge themselves to prevent blacklisting in the Stock field. Opposition to blacklisting is not a controversial issue between the Producer and Equity.
Blacklisting for the purposes of this Rule shall mean the submission by the Producer directly or indirectly, to individual or group pressure, and/or the use of private lists, published or unpublished, of persons not to be employed in theatrical productions for reasons having no direct relation to their theatrical ability.

If it is determined that a Producer has blacklisted as defined herein, said Producer agrees to pay to the Actor losing his employment as a result thereof, his full contractual salary for the duration of the contemplated engagement, plus a sum equivalent to the full contractual salary of his successor or successors, or $1,000, whichever is the greater.

8. BREACHES BY PRODUCER.

Should the Producer (a) breach this Agreement, or (b) breach any Equity Rule which is a part of the employment contract of any Actor, or (c) make any false statement in connection with any employment agreement or regarding security, or (d) employ or have employed any Actor under any form of contract other than a standard form, or (e) be in default under any employment contract with any Actor or breach any such employment contract, past or present, or (f) in the future breach any such employment contract, or (g) fail to give or deposit security at the time and in the form and amount required by Equity, then and in either of such events, the Actor may, Equity consenting, terminate forthwith his employment, and in addition, the Producer agrees that he will pay the Actor forthwith in full for all services rendered by him, not already paid for, plus any other sum to which the Actor may be entitled by contract or under Equity Rules, and also as liquidated damages, no present basis of calculation existing, a sum equal to two weeks salary. Should any such act or breach occur, neither the giving of any performance by the Actor nor any omission of any act by the Actor or Equity shall be or act as a waiver of any or either of the rights of the Actor or Equity, and in connection with the foregoing, Equity is hereby given authority, without prejudice and without penalty to itself, to intervene and require the Actor to perform or otherwise act, or not to perform or not to take advantage of any such breach, said requirements to be made by Equity, under such terms and conditions as it may in its sole discretion consider just and equitable; all of the foregoing to be without prejudice to any other or further rights given to the Actor or Equity by contract or by Equity Rules.

9. CALLBOARD.

A Callboard shall be maintained in the rehearsal space used by the production and at each theatre where the production is playing on which there shall be a sign-in sheet and on which all information and official notices to the Actor shall be posted, including, but not limited to:

(A) Any concessions granted by Equity to the Producer;

(B) Worker’s Compensation carrier and carrier number, etc.;

(C) Names and addresses and telephone numbers of doctors, dentists and hospitals in the area;
(D) Names and phone numbers of the Producer's staff and Stage Managerial staff, whom the Actor can contact in case of emergency;

(E) Information regarding fire exits and fire fighting equipment and proper procedures;

(F) Producers procedures for safekeeping of Actors' valuables;

(G) Listing of the minimum terms for rental of items from an Actor's personal wardrobe for use in the production;

(H) Notice of scheduled Rest Periods (see Rule 20);

(I) Notice of rehearsal calls after opening;

(J) Housing list per Rule 32.

(K) Notice of company closing date;

(L) The name and phone number of Producer's designee to be contacted by Equity or Actor on matters involving this Agreement;

(M) Copy of Equity's permission for specific sessions of television, broadcasting or filming if otherwise required by this Agreement.

10. **CHANGES IN CAST.**

Whenever an Actor performs in place of an Actor who is listed in the program, cast list and/or Playbill as a character, announcement to this effect shall be made from the stage or over the public address system immediately prior to the beginning of the performance. For subsequent performances such announcement shall be printed and inserted in all programs, cast lists and/or Playbills, OR, shall be conspicuously and prominently posted at all entrances to the theatre where tickets of admission are collected. Such announcement shall be at least 8 x 10 inches in size in letters of at least one inch.

In all of the above cases, such announcements shall include the role, the name of the Actor playing such role or roles and the name of the Actor replaced.

For each failure to give the required notice of substitution, the Producer agrees to pay the Actor whose part is played by an Understudy or another Actor, and also such Understudy, or other Actor, a sum equal to ½ of his own weekly salary, in addition to contractual salary.

Unless Equity shall otherwise order, the Producer shall not require the Actor to alternate with an Understudy or a successor, and if replaced by either, he may not be thereafter required (unless Equity otherwise orders) to act again in the part or to report to the theatre for that purpose. Payments, however, shall continue to be made according to the terms of his Agreement.
11. **CHORUS.**

(A) **Parts Determination.** The Producer shall furnish to Equity a list of all proposed and scheduled productions prior to the beginning of the season. Equity shall submit to the Producer a list of all Principal roles and a list of all parts for which Chorus shall receive extra payment. Should a production be sufficiently changed either by cutting, by re-writing or by re-choreographing, to make questionable the category in which a particular part belongs, final determination shall be made by Equity.

(B) **Chorus Assignments Requiring Additional Compensation.** A Chorus Actor shall not be permitted to play a part, Understudy a Principal role or part, a Principal singer, or a Principal dancer, sing a song or execute a choreographic sequence that belongs to a Principal Actor, Principal singer or Principal dancer, for which a Principal Actor, Principal singer, or Principal dancer should be engaged, nor shall a Chorus Actor be obligated to sing or dance a solo or specialty interpolated into the production, unless there is an agreement in writing between the Chorus Actor and the Producer specifying additional payment for said additional work, which payment shall not be less than the minimum specified below.

   (1) **Playing a Part.** If a Chorus Actor is required to play a part (except as Understudy) which was played by a Principal Actor in the original (Broadway or Road) production, the Chorus Actor shall receive no less than 5.5% of minimum salary per week in addition to his weekly contractual salary.

   If a part, solo or specialty was performed by a Principal Actor, but was incidental to the Principal Actor's employment as an Understudy or was one of several roles played by the Principal Actor, or if the part, solo or specialty was performed by a Chorus Actor, the Chorus Actor required to play said part shall be compensated at no less than 3% of minimum salary per week in addition to contractual salary.

   Where a Chorus Actor becomes a Principal, his/her compensation must not be less than the Chorus minimum salary plus the appropriate increment.

   For further re-evaluation purposes, the Producer shall present to Equity any revisions or condensation of a production for stock.

   (2) **Dance Captain** (see Rule 19).

   (3) **Swing, Partial Swing** (see Rule 65(G).

   (4) **Understudies** (see Rule 65).

   (5) **Assistant Stage Manager** (see Rule 60).

   (6) **Emergency Replacement** (see Rule 65(E).
12. **CLAIMS.**

(A) **Waiver or release not permissible.** Upon any claim of the Actor arising under his agreement through any breach thereof, no receipt, waiver, release or adjustment by the Actor is of any validity whatsoever, unless Equity consents in writing and the Producer, by agreeing to this Rule, agrees that he will not seek or solicit any such waiver, release, or settlement, nor offer the same in any arbitration or any proceeding in court unless Equity specifically consents in writing. In no case shall claims of Actors under employment contracts be handled or enforced by agents or attorneys of Actors unless same are consented to by Equity in writing.

(B) **Time limit in lodging.** Should the Actor deem that he has any claim against the Producer under his contract, he shall present the same to Equity or to the Producer within four weeks after the time when such claim shall have arisen, unless he shall give to Equity or to the Board of Arbitration a good and sufficient reason for any delay after such period of four weeks. If a claim is made to Equity, Equity shall notify the Producer within four weeks of receipt that such claim has been made. Failing such notification, the claim shall be deemed no longer to exist.

13. **CLOSING SEASON OR TOUR OR PRODUCTION.**

(A) **Closing Notice.** The Producer may close season, tour and/or production by posting one week’s written notice to all members of the company, provided the Actor shall receive not less than the minimum employment and/or payment guaranteed under his contract.

Notice of terminating or closing given at or before the end of the first performance of the week, effective at the end of the final performance of the week, shall be deemed one week’s notice; and such notice effective at the end of the final performance of the week following shall be deemed two week’s notice.

Notice of closing shall remain posted for the entire notice period as specified above unless initialed by each member of the cast. A closing notice posted after the half-hour call shall be promptly called to the attention of the cast.

(B) **Term Contracts.** The Producer shall give to all Actors signed to Term Contracts one week’s individual notice in writing of the closing of the production and Company or pay one week’s salary in lieu thereof.

For productions scheduled to run for two weeks or less, see Rule 63(E)(2).

(C) **Package Tour.** A Package Tour shall be closed by the posting of notice by the Producer of the last theatre at which the tour is contracted to perform. (See also Rule 63(E)(3)).

(D) **Unit Tour.** A Unit Tour, once closed, shall not be reopened for rehearsal or performance within eight weeks of its closing under any Equity contract without
the consent of Equity. Such consent, upon equitable terms and conditions, shall not be unreasonably withheld.

(E) Effect of Company Notice. Where a company is closed in accordance with or after notice of closing to the entire company, such notice of closing shall supersede any individual notice then outstanding. (See Rule 63 TERMINATION).

14. COSTUMES, SHOES, HAIR, WIGS AND MAKE-UP.

(A) Costumes Producer Must Provide. The Producer shall furnish Actors, (including Actors engaged on Chorus Contracts) with all costumes and clothes (period or modern), including wigs, hats, beards, stockings, tights, hose, properly fitted footwear, T-shirts, socks and any required undergarments.

The Producer shall not expect the Actor to use any of his personal wardrobe on-stage except modern conventional undergarments. In no event shall the Producer require the Actor to purchase any clothes.

In no circumstances shall Actors engaged on Chorus contracts be required to furnish any of their outer clothing. Tights, hose, dance briefs, stockings, and all other "skin parts" shall be new when issued to the Actor.

Prior to any activity that requires kneepads, elbow pads, and/or protective clothing, the Producer shall furnish new and properly fitted (i.e., small, medium, or large) protective items for the exclusive use of the Actor for all rehearsals and performances.

(B) Shoes. All shoes supplied by the Producer shall be clean and sanitary, in good repair, and conform to the Actor's size and fit. If used for dancing they shall have rubber soles and heels or an equivalent material, unless such is incompatible with the dancing style or the Actor's preference. All high heel shoes used for dancing shall be braced. Whenever an Actor's shoes are not rubbered and/or braced as specified, or need repair, the Producer at the location where the infraction occurs shall pay a penalty of $15.00 per day to the Actor involved for each day that the infraction continues. If repair, replacement, rubbering, or bracing is necessary, the Producer shall have 24 hours, excluding Saturdays and Sundays, to make such correction.

Professional dance cobbler shoes shall be provided for all Actors who are required to dance. Excluded are normal ballroom dancing and staging which may involve some choreographed movements. The Producer shall provide all shoes for dancing at least three days prior to the first dress rehearsal. All such shoes shall be new when originally issued, be constructed for dancing, be properly fitted to the individual dancer and be appropriate to the dance style. The Producer may furnish the Actor with shoes previously worn by the same Actor in a prior engagement provided they are in good repair and have been used exclusively by said Actor.

When pointe shoes are required, the Producer shall provide such shoes, including ribbons, for all rehearsals as well as performances. If new pointe shoes
are required for performance, they must be furnished at least three days prior to said performance, but shall not be used for dancing prior to dress rehearsal.

Shoes for dancing shall be repaired or replaced whenever necessary, or when the Dance Captain, authorized Producer's representative, and Stage Manager agree that the shoes are unsanitary or in unfit condition for the safety of the performer. In this event, the performer need not perform until appropriate shoes (properly rubbered and/or braced as required) are issued.

Infractions of the above rules shall incur penalty under only one of such rules if the infractions arise from the same circumstances.

(C) Properties. All properties required by the action of the play, including those peculiar to any trade, occupation or sport, shall be furnished by the Producer. Any such items rented from the Actor for use in the production shall be rented in accordance with the schedule referred to in (D) of this rule.

(D) Rental. If the Actor agrees to perform in any of his own wardrobe, the Producer must pay the Actor an appropriate rental therefore to be negotiated between the Producer and the Actor and set forth as a rider to his contract.

Minimum terms of rental shall be based upon the schedule agreed upon in writing between Equity and the Producers which schedule shall be annexed to this Agreement and posted on the Callboard at each theatre. The rental payment shall be made to the Actor by either a separate check or, if included in the salary check, shall be clearly itemized on the check stub as a non-taxed payment.

If the Actor chooses to wear his own wardrobe in lieu of the costumes provided by the Producer and does not receive prior written consent of the Producer or his designated representative, the Actor shall not be reimbursed for their use, cleaning, or repair.

(E) Cleaning and Upkeep of Costumes. All Actors will be provided with clean costumes on the initial opening. Period costumes (those costumes requiring special handling) are to be cleaned at least every two weeks. Following the first week of performance, modern costumes (those costumes not requiring special handling) will be cleaned once during each additional performance week. All parts of costumes that are used for dancing which make body contact or are so close to body contact as to absorb body fluids must be cleaned once a week.

Stockings, T-shirts, unitards, leotards and other "skin-parts" shall be laundered daily. Other washable items shall be laundered three times each week. Dry shirts, blouses and "skin-parts" shall be furnished at least 30 minutes before each performance. Costumes shall be aired daily.

The Producer agrees to pay for the cleaning of any of the Actor's garments used in the production upon presentation of the receipted bill. However, the Producer may, by prior agreement with the Actor, in lieu of the above arrange at his own expense to clean said garments.
The Producer agrees to repair or replace, at his expense, any damage or loss to the Actor's shoes, clothing and/or properties resulting from use in the production.

The Actor shall take reasonable care of all clothes and/or costumes furnished him by the Producer. At the close of the engagement, Actors shall promptly return all wearing apparel, shoes, and accessories furnished by the Producer.

(F) Costume Fittings and Related Transportation Costs. Prior to the initial opening of the production, a maximum of two hours in addition to the regular scheduled rehearsal hours shall be allowed for costume fittings. All or any part of such time shall be used immediately prior to the beginning of a scheduled rehearsal (after the required rest period) or immediately after the end of rehearsal for said day. In lieu of costume fittings, the Producer may call a dress parade on any rehearsal day, provided that 24 hours notice is given.

The Producer shall reimburse the actor for all public transportation costs to and from costume fittings, either before or during rehearsals. When public transport is not feasible and it is necessary for the Actor to use a private auto for transport to and from the costume fitting, reimbursement shall be at the rate of the mileage allowance permitted by Federal Income Tax regulations, unless Producer, at his option, provides or offers to provide said transportation.

If a costume call is required prior to the first day of rehearsal, the Actor shall be paid the Overtime rate for such call.

The Producer shall transport all costumes, including items from the Actor's personal wardrobe used in the production.

(G) Make-up. The Actor shall supply ordinary and conventional stage make-up. The Producer shall supply all other stage make-up.

(H) Change of Hair Color. The Actor may not be required to change his hair color to a color different from that at the time of signing his contract unless he agrees in writing and has been informed by posted notice at the time of the audition of such potential change. If the Actor agrees, the Producer shall pay for the expenses of changing the color and of its up-keep during the run of the engagement and the restoration thereof at the close of the engagement. Before such color change is made, Producer and Actor shall agree on the cost of such restoration.

(I) Change of Hairstyle. The Actor may not be required to cut his hair in a manner that changes the hair style or shave his head, beard, mustache or sideburns, unless he agrees in writing at the time of signing his Contract, and has been informed by posted notice at the time of the audition of such potential change. If the Actor agrees, the Producer will assume the cost of making the change and maintaining it during the run of the production.
(J) **Hairpieces and Wigs.**

(1) Beards and hairpieces furnished by the Producer shall be freshly cleaned when delivered to the Actor and cleaned thereafter whenever necessary, but at least once every three weeks. Lace on all beards, mustaches and hairpieces will be cleaned daily.

(2) No Actor shall be required to use a wig or hairpiece, including a facial hairpiece (beard or mustache) that has been worn by another Actor until the hairpiece or wig has been cleaned and fitted. After cleaning, hairpieces must be dried and aired prior to issue to the Actor.

(3) Should the Actor and Producer agree in writing to use the Actor's personal wig or hairpiece, a rental fee shall be agreed upon by the Producer and the Actor, to be paid weekly to the Actor. The Producer shall be responsible for cleaning and upkeep of the wig or hairpiece during the engagement.

15. **COMPANY MANAGER.**

When the Producer employs a Company Manager the following conditions shall apply. The Company Manager shall be accessible at pre-tour rehearsals. When the company tours as a Unit Tour or Package Tour, the Company Manager shall travel with the company, shall be at the hotel used by the majority of the company at check-in and check-out, and shall be accessible to the acting company at all reasonable times while the company is on tour.

16. **CONTINUOUS EMPLOYMENT.**

Continuous employment of the Actor is of the essence of all employment contracts. Employment thereunder shall begin on the date of the beginning of rehearsals or required date of arrival, if earlier, and shall continue until terminated as provided herein, and not otherwise.

17. **CONTRACT.**

(A) Changes and alterations. The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or other Rules without the written consent of Equity. Unless any and all riders, changes, alterations, waivers or substitutions from or under these Rules made prior to, when or after the contract of employment is made shall have been consented to by Equity in writing, such riders, changes, alterations, waivers or substitutions, or any part thereof, are void at the option of the Actor, Equity consenting. It shall be the duty of the Producer, not the Actor, to submit proposed changes to Equity for its written approval by a duly authorized representative. A copy of any letter from Equity to the Producer granting such a concession shall be made a part of the Actor's contract and given to the Actor at the time of signing of the contract or when the concession is granted, whichever comes later. At the option of Equity, no such riders, changes, alterations, waivers or substitutions shall be admitted in
evidence in any arbitration or by any tribunal for the disposition of any claim without the written consent of Equity.

The Producer agrees that all blanks, including opening date, name of part, salary, and required date of arrival, will be filled in writing before signing or delivery.

All contracts for Package Tours (including cross-contractual contracts) shall be available at the initial signing. Whenever the tour is extended, contracts for additional week(s) shall be available to the Actor for signing at least two weeks prior to the additional engagement(s).

(B) Riders. All riders shall be signed by the Producer and Actor. All applicable riders shall be attached to each contract when initially issued to the Actor. Assignment of Parts and Understudies and determination of Extraordinary Risk not known at the time of contract signing shall be attached as specified in (e) and/or (f) below. These Riders shall include:

(1) A copy of any letter from Equity to the Producer granting a concession;

(2) The proposed itinerary for any tour, indicating lay-off weeks;

(3) Performance schedule at each location; including notification that if applicable, a seven-night per week performance schedule is customary in outdoor theatres;

(4) Understudy and parts, when assigned. In the case of a Package Tour, such assignments when made shall be applicable and must be included in a Rider to the Actor's contract for each subsequent theatre in the tour schedule;

(5) Extraordinary risk, when determined;

(6) Housing list(s) and air transportation information as specified in Rules 32(B)(1) or 32(B)(2) and Rule 64(D)(2);

(7) Notification, when applicable, that one dress/tech rehearsal beginning at 12:01 AM will be required.

(C) Signing of. Unless contracts are signed concurrently, the Producer must sign them first. The Producer shall not request or require the Actor to sign a contract immediately upon presentation. However, he may notify the Actor or his designated representative in writing, that the signed contract must be returned to him within a specified time period, which shall not be less than 72 hours, or it may be declared null and void. (See also, Rule 5(A)(2)).

(D) Term Contract. A Term Contract may be signed only if the Actor's salary is at least 35% over the current minimum salary plus required payments for any and all other duties assigned to the Actor for which extra compensation is required under this Agreement. The period of such contract may be for the term
or such fixed period as may be agreed by the Producer and the Actor, but in no case more than one year.

(E) Emergency Contracts. In any instance where a contract cannot be presented to the Actor for signature in accordance with the above, the Producer shall contact Equity for interim procedures. A standard Equity contract must nevertheless be signed by the Producer and Actor within 24 hours after the Actor's arrival at the theatre.

(F) Filing with Equity. After entering into any employment contract, the Producer shall send to Equity an exact copy thereof no later than 72 hours after receipt thereof by the Producer from the Actor or his designated representative. Should the Producer fail to do so, the Actor may, Equity consenting, terminate the contract without notice or obligation to the Producer. Should the contract not be filed by the Producer within four weeks, the Actor may, Equity consenting, terminate the contract without notice and the Producer shall pay to the Actor such amount as he may be entitled to under the rules for a breach thereof.

(G) Attempted Breach. No Actor shall agree with a Producer, Employment Agent, Personal Representative, or other Actor, and no Producer shall agree with any Actor, Employment Agent, or Personal Representative to cause or attempt to cause, or agree to permit any breach of any term of any employment contract. Should any Equity member engage in such conduct, he shall be subject to such disciplinary action as Equity may determine.

Should any Producer be found by an Arbitration Award to have engaged in such conduct, said Producer agrees that such conduct on his part shall be a breach of his employment agreements with Actors, entitling any such Actors, to recover from the Producer, Equity consenting, a sum equal to two weeks' contractual salary as liquidated damages, no present basis of calculation existing.

The Producer further agrees that, upon such breach, his name may be posted on the Defaulting Producers’ list at Equity.

In the event of a recovery of liquidated damages by or on behalf of the offending Actor, the same shall be paid into the Actors' Equity Foundation, Inc.

18. CROSS-CONTRACTUAL TOUR.

(A) When a Production, including a Package Tour, being presented under the MSUA Agreement is transferred to or from a location using a Contract or Agreement other than the MSUA Agreement, Equity shall be consulted and determine conditions (without limitation) consistent with that of continuous employment in order that Actor's benefits, (i.e. sick leave and vacation accrual), salary and work rules shall be protected in the transfer.

(B) When a Unit Tour being presented under the MSUA Agreement converts to another Equity Agreement within eight weeks of the final performance under this Agreement, the provisions in (A) above shall apply. In addition, an Actor who
19. **DANCE CAPTAIN.**

(A) Whenever there is choreography and/or musical staging in a production, a Dance Captain shall be required from the first day of rehearsal. The Stage Manager shall not serve as Dance Captain.

(B) An Actor performing the services of Dance Captain shall be signed and compensated effective the first day of rehearsal. If the Dance Captain is called to perform any services in the production prior to the reporting date on the face of his contract, he shall be paid no less than 1/7th of contractual salary for each such day.

(C) After the first paid public performance, rehearsal hours for the Dance Captain(s) shall be limited to eight hours per week without additional compensation (see Rule 51(G)(2).

(D) Compensation for a Dance Captain in a Unit Tour shall be no less than 20% of minimum salary per week in addition to weekly contractual salary. Compensation for a Dance Captain in a non-touring production or a Package that tours six weeks or less shall be no less than 12% of minimum salary per week in addition to weekly contractual salary. Beginning the 7th week of performances, compensation for a Dance Captain in a Package that tours seven weeks or more shall increase to 20% of minimum salary per week in addition to weekly contractual salary.

(E) The Dance Captain shall not be required to substitute for the Choreographer at a conversion rehearsal without additional negotiated compensation.

(F) In a Package Tour that tours seven weeks or more, or a Unit Tour, an Assistant Dance Captain must be employed from the first day of rehearsal in productions that employ 30 or more Actors (excluding Stage Managers). Compensation for an Assistant Dance Captain shall be no less than 15% of minimum salary per week.

(G) The Dance Captain shall be billed on the cast page of the program.
20. **DAYLIGHT DAY OF REST, FULL DAY OFF AND OTHER REST PERIODS.**

**(A) Definitions:**

(1) A Daylight Day of Rest means there may be no rehearsal, travel, or performance from the end of work on one day until 6:00 PM of the following day.

(2) A Full Day Off, applicable only where specified, means there may be no travel, rehearsal, or performance for 24 consecutive hours in addition to the normal rest period required after a day of rehearsal and/or performance.

(3) A Golden Day, which applies only after opening, is a day free from travel, rehearsal, or performance. No rehearsal may be called on the day following a Golden Day prior to the performance, except the Company can be called for sound check.

(4) A Travel Day of Rest is a day were there may be no rehearsal or performance, but travel to the next location is permitted

**(B) During Rehearsals.** Prior to the first paid public performance the Actor shall be entitled to one Full Day Off with salary in each seven days of rehearsal, except for the last seven days immediately prior to said first paid public performance of the production when a Daylight Day of Rest will be permitted.

(1) In a rehearsal period of six days or less (for which a full week’s salary is paid) no Daylight Day of Rest shall be required.

(2) If the rehearsal period is more than seven days but no more than 11 days, only a Daylight Day of Rest shall be required during such rehearsal period. However, if the rehearsal period is 12 days, the Producer’s shall schedule either two Daylight Days of Rest or one Full Day Off during the rehearsal period.

(3) Outdoor theatres that perform seven shows in seven days, may schedule the permissible five-hour rehearsal block prior to 6:00 PM, for which a 2/3rds vote of the Actors is required. (See also Rule 51(A)(10) Rehearsals.)

(4) During the rehearsal period, a Travel Day of Rest is permitted only if rehearsal takes place in New York, Chicago, or Los Angeles, the travel is for the purpose of moving to the opening city, and it is the first move for the majority of the cast.

**(C) During Performance Weeks.** A Full Day Off or a Travel Day of Rest is required in each week at any theatre with a performance schedule of eight performances (or fewer) in six days.

(1) Except in theatres where seven evening performances are customary, a production which runs for two weeks or more at a single
theatre, shall have one Full Day Off in each week, except for the opening week during which the 6:00 PM Daylight Day of Rest rule shall apply.

(2) During a Unit Tour, the Producer shall schedule the equivalent of two days, to be called “Golden Days”, free from rehearsal, performance and travel in every 28 days commencing with the first paid public performance of the tour. These two free days may be scheduled without restriction except that they shall not be in the same workweek. The Producer may travel the Actor on the required “Golden Day” upon payment to the Actor of no less than $75 for each such day traveled. The bus call for travel following a “Golden Day” may not be prior to 6:00 AM. A plane flight on the day following a “Golden Day” may be scheduled prior to 8:00 AM. (See also Rule 64(B) Transportation.) For said Unit Tour, after the first paid public performance, there shall be no rehearsal on the day following a Full Day Off except in cases of an emergency, a “Put-In”, (as per Rule 51(G)(2)) or for stage fighting. The weekly Day of Rest may be changed with one week’s notice, which shall be posted on the Callboard.

(3) There shall be a 12-hour rest period between the end of employment on one day and the beginning of employment on the next day. This 12-hour rest period may be reduced to 11 hours by a 2/3rd secret vote of the Company, including Stage Managers.

In theatres where seven evening performances are customary, this rest period may be reduced to 10 hours after a dress rehearsal that follows an evening performance.

(For breaks and rest periods during rehearsals or performances, see Rule 51 REHEARSALS or Rule 44 PERFORMANCES.)

21. DEFAULTING PRODUCERS.

Any Producer engaging any Actor represents that such Producer is not in default under any agreement with Equity at the time of such engagement, and that no contract has been entered into between said Producer and Equity or any Actor, any breach of which remains unsettled or unliquidated.

No Actor shall work or be required by any Producer, without the consent of Equity, to work for any person, co-partnerships, corporation, enterprise, or group which has failed to abide by any arbitration award or, where permitted herein, any final determination of the Council of Equity, or which, through failure to meet past obligations to Equity or its members, has been placed on Equity’s Defaulting Producers’ list; nor shall any Actor work for or be employed by anyone who is or has been connected, either as an individual proprietor, general partner, associate producer, corporate director or officer, or active stockholder with any defaulting management so specified, without consent of Equity.

Should a Producer remain in default of salaries or other monies due an Actor or Actors for a period longer than one year, the Producer agrees that Five Percent (5%) interest, compounded annually, beginning one year after the default and ending when the claim is paid, shall be added to and payable as part of said claim. If an Actor is adjudged by
the Council of Equity or an Arbitration Tribunal to be in default to a Producer, interest will accrue on said default in the same manner as above.

22. **DEFINITIONS.**

(A) **Actor.** The term “Actor” shall refer to and include persons engaged under Principal, Chorus and Stage Managerial contracts. The Producer agrees that the definition of the term “Actor” expressed in ACTORS’ EQUITY ASSOCIATION Collective Bargaining Agreements includes the Stage Managers, Swings, Dance Captains, and Understudies unless expressly excluded or unless the context of the provision of such Agreement excludes them. It is expressly intended that all Stage Managers and Assistant Stage Managers, Swings, Dance Captains, and Understudies employed hereunder are entitled to benefits provided to Actors under a Conversion Rights, or other similar clause of any previous Equity Code or Contract.

(B) **Principal Actor.** The term “Principal Actor” shall include persons hired on Equity contracts other than those Actors engaged on Chorus contracts and/or engaged to perform chorus work.

(C) **Chorus.** The terms “Chorus”, “Actor engaged under a Chorus contract”, “Chorus Actor”, shall include Actors engaged under Chorus contracts and/or Actors actually performing chorus work, as may be determined by Equity.

(D) **Stock Theatre.** A Stock Theatre is a theatre which presents consecutive productions of different plays not in repertory with no lay-off or hiatus between productions, but for the purposes and term of this Agreement, Municipal Theatre of St. Louis, MO; Starlight Theatre of Kansas City, MO; Dallas Summer Musicals, Dallas, TX; Theater of the Stars, Atlanta, GA; are deemed Stock Theatres. No single production will run longer than eight weeks at any one theatre. Should the Producer wish to continue a production beyond the eight week limitation, said Producer will give Equity at least two weeks’ notice of such desire and Equity will notify the Producer of the conditions under which the extension will be permitted. For the purpose of this Rule, the occasional presentation of productions under other performer union contracts shall not be considered a hiatus or lay-off. Stock Theatres shall not be permitted within the cities of New York, Los Angeles, Chicago, and San Francisco without the permission of Equity.

(E) **Loss of “Stock Theatre” status; effect of.** If, as and when the company ceases in any respect to be a Stock Theatre (as above defined), or becomes in any way a company which does not comply with the whole of the definition of a Stock Theatre, the contracts of employment, excepting the arbitration clause, shall cease to be binding upon the parties and in lieu thereof, the parties hereby agree to substitute and do hereby substitute “Actors’ Equity Association Standard Minimum Production Contract”, excepting the rules COMPANY TERMINATION AFTER FIRST PUBLIC PERFORMANCE, NOTICE OF TERMINATION DURING REHEARSALS, REHEARSALS OUTSIDE ORGANIZATION POINT, JOINING
COMPANY ON TOUR, REHEARSALS DISCONTINUED OR PLAY ABANDONED, with all blanks and all signatures except name of town and date of commencement of term, which latter shall be at the date when the company ceases to be a Stock Theatre, filled in the same as in the original contracts of employment (together with any additions thereon over and above minimum terms) in place of said substitutions to be effective forthwith upon the company ceasing to be a Stock Theatre as herein defined. Should the Producer, as required by the definition of a Stock Theatre, fail to follow the first production with a second, as herein specified, the substitution above provided for shall be effective as of the date when the original contract of employment is entered into and the terms of said Standard Minimum Production Contract in its entirety shall apply from said date, and the Producer shall reimburse and compensate the Actor accordingly.

(F) Touring Productions.

(1) Consecutive Jobbing Package. A Consecutive Jobbing Package (herein referred to as a Package Tour) is a touring production in which substantially the same cast performs in more than one Stock Theatre under consecutive individual Stock Jobbing contracts at each theatre, utilizing essentially the same direction and choreography. Re-blocking to accommodate arena or proscenium stages shall not be considered as essentially affecting the original direction.

A Package Tour may be contracted to perform a non-MSUA engagement(s), however such engagement(s) shall be subject to the terms and conditions established by Equity. (See Rule 18 CROSS-CONTRACTUAL TOUR).

(2) Unit Attraction. A Unit Attraction (herein referred to as a Unit Tour) is a touring production utilizing a single employment contract (the Unit contract for Stock), consisting entirely of Actors employed under an Equity contracts which plays one Stock Theatre during the tour.

(a) A Unit Tour may perform in non-stock houses subject to the following conditions:

(i) Performances will be permitted only during the months of May, June, July, August, September and October. Any extensions require the permission of Equity, which permission shall not be unreasonably withheld.

(ii) In a Tour of eight engagements or more, the majority of the engagements will be one week or less.

(iii) The Tour shall consist of consecutive engagements, each engagement being four weeks or less. No engagement may be longer than four weeks except that the production may be booked into a series that has a regular subscription series of engagements longer than four weeks.
(iv) The production may play Boston, Chicago, Las Vegas, Los Angeles, San Francisco, Toronto or Washington, D.C. for longer than four weeks, but in no case longer than 12 weeks. In such instances, each actor earning less than 300% of the Production Contract minimum will receive a “bump-up” equal to the difference between the MSUA minimum and Production Contract minimum beginning with the earlier of the 5th week or 33rd performance and continuing until the end of the engagement.

(v) The production is not permitted in New York City.

(b) Producers of Unit Tours will share a portion of their Overages (if any) with qualifying Actors (as defined in (c) below) for the following engagements:

(i) All engagements in Chicago, IL; Los Angeles, CA; San Francisco, CA; Baltimore, MD; Philadelphia, PA; Washington, DC; Boston, MA; Miami, FL; and Costa Mesa, CA.

(ii) All engagements commencing in October at non-MSUA signatory theaters

(iii) All engagements which occur during any approved extension.

(c) Actors earning a contractual salary of less than three times the minimum, exclusive of all required increments, will be entitled to participate in the Producer’s share of Overage (when applicable in (b) above), as follows:

(i) Overage shall be defined as weekly NAGBOR less the Producer’s weekly guarantee and customary Royalty, less the local Presenter’s expenses for that week;

(ii) For qualifying engagements where there is no Producer portion of the overage, 50% of the total Overage will be used to calculate the Actor share.

(iii) Each eligible Actor shall receive .25% of the Producer’s share of Overage, in addition to Actor’s contractual salary for each qualifying engagement which appears on the official tour route which is distributed at contract signing;

(iv) Each eligible Actor shall receive .325% of the Producer’s share of Overage, in addition to Actor’s contractual salary for each qualifying engagement which is added to the tour after contract signing.
(v) The Actors shall receive Overage participation, if any, no later than the regular payday two weeks following the engagement that produced the overage.

(d) The use of the Unit Tour contract shall be limited to the signatories of this agreement and the Pittsburgh Civic Light Opera without the permission of Equity.

(e) A Producer may not mount a Unit Tour of a production that is still playing on Broadway or that closed under the Production contract within six months without the permission of Equity, which permission shall not be unreasonably withheld.

(3) When a Package or Unit Tour performs in Canada, the compensation for each Actor and Stage Manager shall not be less than the minimum compensation set forth in the appropriate Canadian Equity Agreement.

(G) Resident Contract for Stock. An Actor engaged to perform in two or more consecutive productions at a single location may be signed to a Resident Contract for Stock. Employment shall commence on the date the Actor is called for first rehearsal, and shall not be terminated until the close of the season or the date specified on the face of the Contract except as provided for in Rule 63 (TERMINATION). The Resident Contract for Stock may be used either for the Stage Manager or for Principal and Chorus Actors.

(H) Stock Jobbing Contract. An Actor engaged to perform in Stock in a single production (other than a Unit Tour) shall be signed to a Stock Jobbing Contract regardless of the length of run of said production.

(I) “Extraordinary Risk”. “Extraordinary risk” is defined as performing acrobatic feats; suspension from trapezes or wires or like contrivances; the use or exposure to weapons, fire or pyrotechnic devices; throws and catches; the taking of dangerous leaps or falls; knee drops or slides; and participating in stage fighting.

An Actor also shall be deemed to be engaging in “extraordinary risk” if the staging or choreography requires the Actor to execute movements which depart from the accepted techniques of movement and support as used in contemporary theatre dance, i.e., classical ballet, modern, modern jazz, ethnic, tap and soft shoe.

No Actor shall be required to perform any feat or act that places him in imminent danger or is inherently dangerous, nor shall any Actor be required to perform in a costume or upon a set that is inherently dangerous.

Equity shall have the sole right to determine what constitutes “extraordinary risk” as defined herein, and may in its discretion order that such risks be removed from the production. Equity’s decision shall in no way reduce the Actor’s right to proper insurance coverage under the provisions of this Contract.
(J) **Place of Engagement.** The theatre location may not be designated as the place of engagement except where the Actor’s bona fide residence prior to auditioning is in the vicinity of the theatre.

23. **DEPUTIES.**

Deputies of Equity shall be permitted in each company. Whenever a Chorus is employed, there shall be Deputies for Chorus Singers and for Chorus Dancers, in addition to a Deputy for Principal Actors.

Deputies of Equity must be elected and functioning at all times in each company. The rehearsal may be extended no more than 15 minutes to compensate for the time used for the election.

In the event the Deputy leaves the company or resigns as Deputy, a new Deputy election must be held immediately and is to be called and conducted by either the outgoing Deputy or the Stage Manager.

After any Deputy election the appropriate Equity office shall be immediately notified by the newly elected Deputy of the results of said election, preferably by telephone.

24. **DISCRIMINATION.**

(A) The parties hereto affirm their commitment to a policy of non-discrimination with respect to equal employment opportunity hereunder on the basis of gender, race, color, creed, national origin, age, disability, sexual orientation or political persuasion or belief. A claimed violation of this section, unless satisfactorily resolved between Equity and the Producer, shall be submitted to arbitration. In the event the arbitrator determines that discrimination has been practiced, he shall have the authority to direct reinstatement of employment, as the case may be, and/or assess such monetary damages, not to exceed contractual salary lost, as in his opinion will make the Actor or applicant whole for such financial loss as he may have suffered by reason of said discrimination.

(B) The Actor shall not be permitted to perform in any theatre or other place of performance where, in the opinion of Equity and the Producer, discrimination is practiced on the basis of gender, race, color, creed, national origin, age, disability, sexual orientation or political persuasion or belief against any Actor, or against any patron as to admission or to seating in such theatre or other place of performance.

(C) The Producer and Equity agree that employment hereunder is subject to the provisions of the Fair Employment Practices Act and any and all Federal Statutes and laws relative to discrimination in employment.

(D) In order to insure equal employment opportunities for all Actors, the Producer shall hold Principal and Chorus auditions pursuant to Rule 5 (AUDITIONS).
25. **DISCRIMINATION FOR UNION ACTIVITY.**

The Producer shall not dismiss or otherwise penalize any Actor for fulfilling his duties or obligations as a Deputy or an Equity member.

In the event the employment of a Deputy is terminated, the Producer will, at the time notice is given, furnish the reasons, in writing, for this termination to both the Deputy and Equity simultaneously.

Any Equity member who claims that the Producer has given him notice or otherwise penalized him for fulfilling his duties as an Equity member may present his case to Equity, which shall give the Producer an opportunity to be heard if he so desires. If Equity is satisfied that such activities are the real cause of dismissal or of any penalty, it may permit the Actor's claim to be arbitrated and shall have the power to determine the character and the amount of the claim to be submitted.

Whenever an Equity Deputy and/or member is dismissed or otherwise penalized, Equity shall investigate the reasons for such dismissal or penalty. If the Executives of Equity are satisfied upon investigation that said Deputy and/or member was dismissed or otherwise penalized for fulfilling his duties or obligations as a Deputy or Equity member, they shall have the right to permit arbitration of the Deputy's or member's claim and determine the character and amount of the claim to be submitted. Such claim shall be governed by Rule 12 (CLAIMS).

It is further agreed that if, upon arbitration, the claim of the member or Deputy is sustained, the arbitrator in his discretion shall have the right to impose a penalty, the amount of said penalty to be determined by the arbitrator. Said member or Deputy in such event shall also be reinstated with back pay from date of dismissal to date of reinstatement.

26. **DUES AND INITIATION FEE.**

The Producer shall deduct union dues and initiation fees from the weekly salary of every employee who is, or may become, a member of Equity as provided for in this Agreement, provided that the Producer receives notification from Equity and the proper authorization agreed to and signed by the employee in time to make such deduction.

Any monies deducted by the Producer from the wages of the employees, pursuant to the authorization, shall be held in trust by the Producer for the benefit of Equity and delivered to Equity not later than 10 days following the date on which the deductions are made.

27. **DUTIES OF THE ACTOR.**

No Actor shall be required to perform duties other than those for which he is properly contracted under an Equity contract. No Actor under contract shall be required to perform duties that properly belong to a member of another union.

Without limiting the Producer’s remedies, lateness or other infractions of the Equity rules can subject the Actor to disciplinary proceedings in accordance with the Constitution and By-Laws of Actors’ Equity Association. (See also Rule 63(A)(5) JUST CAUSE)
Unexcused Actor lateness or absence for any official call must be reported in writing to both the Actor and Equity.

If the Actor is late for half-hour or appears at the theatre unable to perform due to intoxication or similar cause, the Producer may determine that the Actor should not perform. If the Actor is temporarily replaced for a single performance for reasons set forth herein, the Producer shall notify Equity in writing of such action and the reasons therefore within 24 hours. Should such temporary replacement be determined to be without just cause by an arbitrator or by other mutually agreeable means, the Actor shall be paid full salary for any performance not played as a result of the Producer’s action, and Actor shall continue to perform under Actor’s original contract.

The Actor agrees to:

(A) Be prompt at rehearsals and transportation calls;

(B) Attend all rehearsals as required;

(C) Appear at the theatre no later than 30 minutes prior to the performance;

(D) Pay strict regard to make-up and dress;

(E) Care properly for costumes and props;

(F) Perform services as directed and choreographed, including adherence to scripted dialogue;

(G) Respect the physical property of the production and the theatre, and abide by all reasonable rules and regulations of the Producer which are not in conflict with this Agreement;

(H) Refrain from reporting to any designated rehearsal, half-hour or performance call in either an intoxicated or drug-impaired state and refrain from the use of alcoholic beverages and illegal drugs during rehearsal, half-hour, and performance, and while traveling in the company vehicle to and from rehearsals and performances;

(I) Notify the Producer as far in advance as possible when any songs must be transposed into a different key from the key used in the score provided by the Producer;

(J) Notify the Stage Manager and/or the Company Manager and provide a telephone contact number when leaving the area of the theatre during time off, or when traveling separately from the Company to the next playing date;

(K) Abide by all rules and regulations of Equity and not alter, omit, or change them in any way.
28. **EQUAL EMPLOYMENT OPPORTUNITY/NON-TRADITIONAL CASTING.** (See also Rule 5(A)(3) AUDITIONS.)

The Producer will cooperate with Equity in maintaining a numerical breakdown of ethnic background/origin and gender of Equity Actors who audition or interview. The Producer and Equity agree that keeping such a record shall be the responsibility of Equity at all auditions at which an Equity monitor is required. The Producer shall keep such a record at all other Equity auditions that he schedules and will keep records of Equity members subsequently employed. Such records will be submitted to Equity following the close of the season.

29. **EQUITY – SPECIAL PROVISIONS.**

(A) **Benefits.** Equity members may rehearse for, and play in, Equity benefits.

(B) **Equity Meetings.** The Producer shall not schedule rehearsals nor require the services of the Actor for rehearsals (except in cases where dress rehearsals are being held or rehearsals on opening date) at any time when a regularly called meeting of Equity is being held within a radius of 25 miles of where the Actor is rehearsing or performing. Time off for this purpose shall not be counted as part of that day’s rehearsal period.

(C) **Special Power to Act for Actor.** Equity may represent Actors in any dispute which may arise with the Producer, and Equity may, at all times represent its members in relation to any matter arising under any employment agreement, and when any act, request, or consent of any such Actor is provided for in such agreement, the request, consent, or approval of Equity shall, for all purposes, be deemed the consent, request, approval, or act of the Actors.

Whenever it is provided in any employment contract that any act or thing may be done by a Actor at the option of or with the consent of or at the request of Equity, or on the demand of or with the consent of such Actor, Equity, representing the Actor, has and is given authority to act for and in place of the Actor and to assert his position or make his request or demand, as the case may be, with all of the power and authority of the Actor himself, without liability to itself.

In all cases where, by virtue of any employment contract, the consent or approval of Equity is required, the Association has and reserves full discretionary power in giving its consent to change, modify or limit rights of any Actor under his Contract, said action to be taken on behalf of the Association in writing by either the President or Executive Secretary or one of the Executives or members of the Legal Department especially authorized by either of said officers to act.

(D) **Council Powers.** Should there be a conflict between any rules or any basis for more than one interpretation as to the meaning of any of them, the Council of Equity has the right to determine the correct interpretation or resolve the conflict, and its decision shall be binding upon Equity and the Actors.
(E) **Representatives.** Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances. Equity may represent Actors in any dispute that may arise with the Producer.

(F) **Oral and Written Interpretations.** Oral or telephone rulings made by Equity are not binding upon the Association, or, except with its consent, upon its members. Written rulings or interpretations of the employment contract or this Agreement must be either approved by or given by the President or Executive Director or one of the executives specifically authorized by either of said officers to act, and shall be binding upon the Association only when said persons act within the powers delegated to them by Equity. Oral rulings shall be confirmed in writing.

30. **EXCLUSIVE SERVICE OF THE ACTOR.**

Except as otherwise provided for in the contract of employment, the Actor shall not accept any other engagement in the legitimate and/or musical comedy fields from the date of beginning of rehearsal and until said contract is lawfully terminated, without the written consent of the Producer. The Actor shall, however, have a right to accept other employment not conflicting with the fulfillment of his duties under said contract.

After a contract has been signed with an Actor, he may not subsequently enter into another contract which would cause him to arrive late for rehearsal, without first obtaining the written consent of the Producer. If the Actor fails to obtain such prior written consent, the Producer shall have the option of canceling such Actor’s contract without any obligation to him.

If the Actor is a star or featured player in the production covered by said contract, he may enter into a written agreement to be annexed to said contract, agreeing not to accept any other employment and to render his services exclusively to the Producer and not to render his services to any other person or corporation without the written consent of the Producer.

31. **HOSPITALIZATION AND MEDICAL COVERAGE.**

(A) The Producer agrees to transmit to the Equity-League Health Trust Fund per Actor per week the sum of $163.00 from October 31, 2005 through October 29, 2006. The rate from October 30, 2006 through October 28, 2007, October 29, 2007 through October 26, 2008, October 27, 2008 through October 25, 2009, October 26, 2009 through October 31, 2010 shall be the rate as established by the actuarial firm authorized by the Fund’s Trustees, but in no case more than a 10% increase in each year. This amount does not include payment for Supplemental Workers’ Compensation as outlined in Rule 34 (INJURY AND SUPPLEMENTAL WORKERS’ COMPENSATION PLAN).

(B) These monies are not refundable and shall be used to provide health benefits for the Actor.
(C) The Theatre further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Health Trust Fund, including all its rules and regulation and any and all amendments and modifications thereto which may be adopted by its Trustees during the term of this Agreement.

32. **HOUSING AND LOCAL TRANSPORTATION.**

(A) **Housing Requirements.** It shall be the Producer’s obligation and responsibility to locate and reserve suitable Equity approved air-conditioned living accommodations situated within a 25-mile radius of the theatre for all Actors employed whose place of residence as listed with Equity is more than 50 miles from the theatre location. (see also Rule 54(B) Per Diem).

(1) Actor’s earning more than three times the minimum salary per week shall be responsible for the cost of their housing unless otherwise negotiated with the Producer. Actor’s earning less than twice the minimum salary per week may elect to receive the full Per Diem as listed in Rule 54(B) and become responsible for the total cost of their housing or they may elect to accept the Producer provided housing and allow the Producer to take the Per Diem housing deduction as listed in Rule 54(B). Actors earning between twice and three times the minimum salary per week shall have single occupancy housing provided at no cost to the Actor. Per Diem shall not be required unless otherwise negotiated with the Producer. The Producer may, at his option, include double occupancy accommodations on the housing list offered to Actors. In no case shall any Actor pay more than 50% of the cost of a shared room. The Producer shall not be responsible for the locating of housing for the Actor's family or pets.

<table>
<thead>
<tr>
<th>Salary Ranges</th>
<th>Producer Provided Housing</th>
<th>Producer Provided Per Diem</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/31/05 to 10/29/06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$778 to $1,555</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>$1,556 to $2,333</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>$2,334 and above</td>
<td>NO*</td>
<td>NO*</td>
</tr>
</tbody>
</table>

| 10/30/06 to 10/28/07 |
| $800 to $1,599 | YES | YES |
| $1,600 to $2,399 | YES | NO |
| $2,400 and above | NO* | NO* |

| 10/29/07 to 10/26/08 |
| $824 to $1,647 | YES | YES |
| $1,648 to $2,471 | YES | NO |
| $2,472 and above | NO* | NO* |
10/27/08 to 10/25/09

$849 to $1,697 YES YES
$1,698 to $2,546 YES NO
$2,547 and above NO* NO*

10/26/09 to 10/31/10

$875 to $1,749 YES YES
$1,750 to $2,624 YES NO
$2,625 and above NO* NO*

* Actors whose Performance Salary is more than 300% of the minimum who are paid minimum salary during rehearsal may opt out of the Producer provided housing during the rehearsal period and receive the full Per Diem to apply toward housing of their choice.

(2) Each Actor is entitled to a private room and is to be offered a choice of at least two single-occupancy, air-conditioned living accommodations, at least one choice of which has a private bath, not restricted to one location, which the Producer warrants and guarantees will be clean, sanitary and reputable. YMCA's and/or YWCA's, and university or college dormitories may not be included as an acceptable choice.

(3) A "private" room is defined as: (a) one which can be locked from both the inside and outside (i.e., a private hotel room or individual apartment; or (b) a room within an apartment or suite with a door which can be secured (closed and/or locked) to ensure privacy, without restricting the access of any other Actor sharing the premises to the bath and, when applicable, any kitchen and/or living room.

(4) The Producer shall ensure that there are reasonable accommodations when a performer with a disability is engaged.

(5) The accommodations offered for the Actor's choice must be described as to price, equipment (such as telephone, kitchen, TV, etc.), services, types of beds, smoking and non-smoking accommodations, distance from the theatre, availability of public transportation, and the proximity of shopping and laundry services, post office and health club. The Producer shall supply Equity with a copy of the list of housing locations being recommended to Actors.

(6) The Actor shall not be called for transportation to rehearsal until said Actor has secured housing in accordance with this Rule, but in no event earlier than 1½ hours after the Actor's arrival at lodging reserved for him. Any invasion of the specified 1½ hours is payable at the Overtime rate to each Actor involved.
(7) Should the accommodations chosen by the Actor prior to arrival prove not reasonably to conform to the description on the housing list or to the minimum housing standards as set by Equity, or is not in substantial compliance with the Actor's immediate health requirements as specified in advance by said Actor, the Producer shall assist the Actor in seeking out and moving to an alternate location in the same price range. Such change of lodging shall not alter the Producer's obligation for the Actor's transportation pursuant to (B) of this rule. The Actor shall not make such change at any time that will interfere with a rehearsal called by the Producer and any time so occupied by making such change shall not be counted in determining Overtime.

(8) When the Actor is charged an additional day's rent because of the Producer's failure to move him by checkout time on the day he leaves for his next engagement, the Producer shall bear the cost for the stay of the additional day.

(9) If a security deposit is required and the Producer advances the money to the Actor, the Actor will sign an authorization agreeing to have such monies deducted from his last week's salary.

(10) If the Actor is required to divide his place of residence into two or more places due to accommodations that are not available, the Producer shall bear the additional costs that accrue.

(11) If the Actor is required to spend more than one calendar week in any one place, but less than a full second week, and daily rates are not available, thereby incurring additional rent beyond the actual usage, the Producer shall pay the extra cost of room rent beyond the actual usage.

(12) When the Actor is charged an additional day's rent because of the transportation schedule imposed by the Producer on the day he leaves, the Producer shall bear the cost of any additional rent incurred thereby.

(13) These same rules shall apply when an Actor chooses to share a room with a non-performing member of a tour. However, the Producer is not responsible for locating housing for the Actor's family or guests. Should a family member, with the prior written permission of the Producer, travel with an Actor, the cost of the Actor's housing and any overage required shall be what is appropriate for a single individual.

(14) Housing for a Juvenile Actor's parent or designated accompanying adult shall comply with the terms specified in a rider to the Actor's contract. (See Rule 35, JUVENILE ACTORS). The Producer shall not be responsible for seeking or reserving housing which will permit pets and will not be responsible for damage caused by them; said damage, if any, shall be the responsibility of the Actor with whom the pet resides.
(B) Housing Lists.

(1) Unit and Package Tours. The Producer shall post an up-to-date list of available accommodations on the Callboard two weeks prior to each playing date. Within three days thereafter, Actors shall indicate their preferences. A copy of this list, with the Actor's choice noted, shall be provided to the Deputy for everyone's information after the posted list has been removed from the Callboard. The Producer's representative shall immediately inform any Actor whose housing choice is subsequently determined to be unavailable so that another location can be selected. In the event that accommodations are limited and there is a dispute in the company regarding accommodations, assignments shall be made pursuant to a lottery system, subject to the contractual housing guarantees of any Actor.

(2) Individual Locations. The Producer shall present the housing list to the Actor at the time of contract signing. The Actor shall advise the Producer of his choice when returning his signed contract to each Producer.

(C) Local Transportation. When housing is more than ¼ mile from the theatre or rehearsal location, the Producer shall, at his own expense, furnish round trip transportation to the Actor for all performances, rehearsals and/or meals as the case may require, in accordance with a schedule pre-arranged by the Producer.

(1) Said transportation shall be in a fully insured vehicle, operated by a fully licensed driver, and each Actor shall be provided with a seat in said vehicle. If the vehicle supplied is other than a vehicle for hire, the liability insurance coverage limits shall be $500,000/$1,000,000 and such vehicle shall meet all currently prevailing legal requirements as to safety devices and shall be in good repair with functioning heating and air conditioning.

(2) This transportation shall be furnished in such manner that the Actor will arrive at the theatre 30 minutes prior to the beginning of each performance, and shall be available to return the Actor to his living quarters no later than 30 minutes after each performance and promptly after each rehearsal.

(3) When the Actor is in rehearsal and there are not suitable/moderately priced dining facilities available within 1/4 mile of the place of rehearsal, the Producer shall, at his own expense, furnish round trip transportation to the Actor to said dining facilities.

(4) Whenever or wherever the Stage Managers' schedule is different from the Actors', the Producer shall provide separate transportation for the Stage Managerial staff to and from rehearsals and performances. Transportation to meals and lodging will also be provided when related to the work schedule.

(5) Only the housing locations that have been recommended to the Actors by the Producer will be required pick-up points for transportation as
specified in this Rule. When suitable accommodations are available within two miles by normal transportation route, but the Actor elects to go beyond that area, then the Producer shall not be obligated to furnish such transportation. In determining the suitability of any accommodation, due consideration shall be given as to whether the cost is commensurate with the Actor's salary.

(6) An Actor who provides his own transportation to and from performance and/or rehearsal and/or meals (in lieu of that provided by the Producer when required by this Rule), shall not be entitled to reimbursement for costs of such travel and cannot be asked by the Producer to transport other members of the company.

(7) Additionally, an Actor who chooses housing not included on the Producer's list of available housing is required to provide his own transportation at his own cost, without reimbursement, to and from any of the Producer's designated pickup points on the housing list or to and from all performances, rehearsals, and in all other cases where his transport is required to comply with his employment by Producer.

(8) The Producer shall have the Actor met on his arrival in the town or will instruct him in advance where to go upon arrival.

33. ILLNESS AND SICK LEAVE.

(A) Sick leave. Each member of the company shall accumulate one day sick leave with salary for each 28 days of employment for the same Producer or in a Package Tour. A Package Tour shall include weeks accumulated on consecutive jobbing contracts, not necessarily for the same Producer, and not necessarily consecutive. Sick leave may be accumulated up to a maximum of six days. The Actor shall be paid for each day of illness up to the amount of his accumulated time, but in no event more than six days. If questioned, a committee consisting of the applicable Deputy, Stage Manager, and Company Manager shall determine the validity of the illness, and such determination shall be final and binding on the Actor and Producer.

Should the Actor who is employed by a Producer in a single theatre at one location or in a Unit Tour become ill and be docked for a missed performance prior to accumulation of any sick leave, upon his subsequent accrual, he will be reimbursed for those performances docked in accordance with the accumulation he has earned.

(B) Bereavement Leave. The Actor shall be entitled to use accumulated sick leave as bereavement leave.

(C) Salary payment. If the Actor cannot perform on account of illness, injury, or any other valid reason, then the Actor shall not be entitled to any salary, except as provided in (A), or in Rule 34 (INJURY AND SUPPLEMENTAL WORKERS’ COMPENSATION PLAN), for the time during which said services
shall not, for such reason or reasons, be rendered. (See Rule 63, TERMINATION, for termination of contract due to illness or injury).

34. **INJURY AND SUPPLEMENTAL WORKERS’ COMPENSATION PLAN.**

(A) **Worker’s Compensation.** The Producer agrees to obtain and maintain Worker’s Compensation Insurance coverage for all Actors in his employ. Actors’ Equity Association shall be informed of the Producer's Worker's Compensation Accident carrier and carrier number, and this information shall be posted on the Callboard at all times.

Failure to maintain Worker's Compensation Insurance shall make the Producer liable to the Actor for payments equivalent to any Worker's Compensation lost. This obligation shall survive the termination of the Actor's Contract of Employment.

(B) **Supplemental Workers’ Compensation Plan.** The Producer agrees to provide Supplemental Worker's Compensation (SWC) benefits through the Equity League Health Trust Fund at a cost of $4.00 per Actor per week. A schedule of SWC benefits can be obtained at the Equity office.

35. **JUVENILE ACTORS.**

Whenever Juvenile Actors, (age 15 or under), are required to travel, they shall be accompanied by a parent or adult designated by the parent. All terms and conditions under which the Juvenile Actor's parent or designated accompanying adult will travel and lodge during the Juvenile Actor's term of employment shall be described in a rider to the Actor's contract, which rider shall be attached to the Actor's contract prior to signing.

The Producer shall provide a responsible person to supervise Juvenile Actors during the rehearsal period and all performances from half-hour until a responsible parent or guardian has called for each Juvenile Actor after curtain down. Such persons shall not perform functions that interfere with the supervision of said juveniles. Actors and Stage Managers in the production shall not perform such supervisory duties.

Juvenile Actors shall be provided with dressing room space separated from Chorus, or adult Principals.

Whenever a Juvenile Actor is required to live away from Actor's permanent residence as registered with Equity and further provided the Juvenile Actor is traveling with a parent or legal guardian not regularly employed in the production, Producer, in addition to any other payments required, shall pay Juvenile Actor not less then an additional one-third of 1/3 of the full per diem rate as provided in Rule 54(B).

The Producer shall provide a tutor for any juvenile Actors in his employ who are away from their place of residence during their normal school term. Tutorial time shall be deducted from the allowed rehearsal hours.
36. **LAWS GOVERNING.**

This Agreement shall be subject to, be construed by, and all the rights of the parties thereto shall be determined by the laws of the state of New York, except as otherwise may be provided. For the purpose of Unemployment Insurance and Worker Compensation, the laws of the Producer’s domicile state shall apply between the Producer and the Actor.

Any rule illegal in any state or any city shall not be binding therein. Any illegality in any rule or agreement shall not affect any other rule or agreement.

37. **LAY-OFF WEEKS.**

For Unit Tours, the Producer agrees that if consecutive employment is not provided within the playing schedule of the tour, if declared at the time of contract signing, the Producer may schedule up to four weeks of lay-off. Once the tour has begun, one additional lay-off week will be permitted only to accommodate the loss of a booking due to the cancellation by the Presenter. Such lay-off will require the payment of the applicable health rate for the week.

Lay off weeks may be used in any combination. In the event there is a lay-off, the Actor shall be returned to his place of residence no later than 24 hours after his last performance or shall be provided with transportation monies equivalent to the Producer's actual cost for such transportation. The Actor shall be required to appear at the next theatre location no earlier than the day before the opening in the new location as specified on the playing schedule. Transportation necessitated by any lay-off shall be at the Producer's expense. Provided that the Producer transports the Actor as stated above, the Producer shall not be required to pay salary, Per Diem, or benefits during the lay-off, and the Actor shall not accrue sick leave or paid vacation during the lay-off.

On the day of reopening following any lay-off, the Producer may call a run-through or dress rehearsal. This rehearsal shall be without additional compensation, but shall be charged against the regular weekly rehearsal allowance. The Producer shall give no less than two weeks notice of any change in schedule with respect to lay-offs. Should less than two weeks notice be given, the Actor shall receive one week's minimum salary for each failure to give proper notice. (See Rule 54 SALARIES).

38. **MILITARY SERVICE OF THE ACTOR.**

If the Actor is called to report for Military Service, the Actor may terminate his contract by giving the Producer as much notice as the circumstances will permit, and the Producer agrees to pay the Actor's return transportation, and the Actor shall not be obligated for the payment of the fare of his successor.

39. **NO LOCKOUT OR STRIKE.**

(A) Notwithstanding any other provision 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. However, in either instance, such strike or picketing must enjoy the sanction of and be ratified by the relevant parent national or international union. Further, the Council of Equity must endorse and support the strike or picketing. Equity must direct its members to honor such picket line or strike. The strike or picketing must not be in violation of the law.

(B) The Producer shall not lock out any of the Actors, and neither the Actors nor Equity will call, sanction, or participate in a strike during the period of the Agreement between Equity and the Musical Stock and Unit Attraction Producers 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 the Agreement, Equity will 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.

(D) The provisions of this Rule shall not be deemed to affect the express rights of Equity or the Actor under Rule 8 (BREACHES BY THE PRODUCER), Rule 21 (DEFAULTING PRODUCERS), Rule 38 (MILITARY SERVICE OF THE ACTOR), or Rule 47 (PRODUCTION PROSECUTED OR SUBJECT OF LAWSUIT, CIVIL OR CRIMINAL).

40. NON-PROFESSIONALS. (This rule does not apply to Unit Attractions.)

(A) Except in Unit Attractions, the Producer may employ Non-Professionals who are not members of any branch of the 4A's, provided they are residents of the community in which the theatre is located. Promptly after selection of non-professionals to be added to the production and before rehearsals begin, the Producer shall send to Equity a list of those selected with a description of how they will be used on stage.

In addition, such Non-Professionals must qualify in one of the following categories:

(1) Persons prominent in civic and community affairs, who may appear in only one production during the season;

(2) Pre-established local organized groups (i.e. a church choir, dance school group, etc.). A predetermined number of the members of such a group may be selected for participation, but any auditions held for that purpose shall be open only to that membership. Further, such group
participation is contingent upon separate rehearsal of the group prior to integration into the production during rehearsals;

(3) Children under 14 years of age, either individuals or groups, recruited from the local community and not performing leading or substantial supporting roles.

Non-professionals, permitted by reason of being members of a group as designated in (2) or (3), shall be identified as such in the program and shall be listed separately from the Equity cast.

(B) **Affidavits.** The Producer shall register with Equity the name and address of each such Non-Professional associated with his company within one week after such association, and must accompany such registration with a statement signed by said Non-Professional that he is not, and never has been, a member of any branch of the 4A's.

(C) **Travel.** A Non-Professional may not travel with a production.

(D) **Violation.** In the event that a Non-Professional is used in a production in violation of these Non-Professional Rules, the Producer agrees to pay the Actors' Equity Foundation, Inc., a sum equivalent to one week's rehearsal pay, plus one week's minimum salary for each week said violation continues. In the event of a second violation during the same season under the same management, the Producer shall pay to Actors' Equity Foundation, Inc. a sum equivalent to two weeks rehearsal pay, plus two weeks minimum salary for each week said violation continues.

41. **NUDITY.**

Any production with nudity shall be subject to prevailing rulings by Actors' Equity Association with regard to audition, performance, and the taking of photographs.

42. **OVERTIME.**

In all situations where Overtime is due, the rate shall be:

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Per quarter-hour or part thereof, and shall be paid no later than two weeks following its occurrence. Overtime shall be paid as herein provided and cannot be included as part of any Actor's contractual salary.

43. **PENSION FUND.**

(A) **Equity League Pension Fund.** The Producer acknowledges that the collective bargaining agreement effective June 1, 1960, between Equity and the League of New York Theatres provides for the establishment of the jointly administered Equity-League Pension Fund, and the Producer agrees hereby to
become a participant in said Pension Fund. The Producer agrees to execute all necessary documents, including the Agreement and Declaration of Trust establishing said Pension Fund now or hereafter adopted, or which may from time to time be adopted by those administering said Fund. The Producer agrees to make contributions to said Pension Fund for each and every week of the Actor's employment. Contribution shall be 8% and shall be made on the first $2,500.00 of the Actor's weekly salary under his individual Contract of Employment.

(B) **Equity League 401(k) Plan.** The Actor shall have the option to contribute to the Equity-League 401 (K) Plan.

44. **PERFORMANCES.**

(A) A maximum of eight performances shall constitute a week's work, which may be given during a period of not more than six out of seven consecutive days. A work week consisting of seven evening performances without additional compensation shall be allowed in outdoor theatres where such a performance schedule is considered customary.

(B) The length of the performance shall be deemed to be three hours from the advertised curtain time, unless the actual time elapsing between the advertised curtain and the end of the performance is in excess of three hours, in which event said actual time shall be the length of the performance. The above shall not apply to the first public performance. No scheduled intermission shall exceed 30 minutes.

Overtime compensation shall be paid weekly on a cumulative basis for all performance time in excess of three hours, as herein defined (See Rule 42, OVERTIME). In no event, however, shall Overtime be paid on the first performance of any production.

(C) All performances or rehearsals for which admission is charged (except bona fide benefits endorsed by the Theatre Authority or Equity) are to be counted and considered as performances for which the Actor is to be paid.

(1) No more than two performances may be given or begun on any one day, even though the total number of performances given during the week is eight or fewer.

(2) Any performance begun prior to 1:00 PM shall be counted as an extra performance within the meaning of this paragraph and shall be paid for at the rate of 2/8th of the Actor's weekly salary, except in the case of children's productions, which may begin prior to 1:00 PM without additional compensation provided it is stipulated in the Actor's contract at the time of signing and, further, provided all required rest periods are observed.
(3) A week's compensation shall be paid even if fewer than eight performances are given, except that during the week which includes the first public performance of a production, the Actor's contractual salary may be pro-rated for a maximum of four performances in theatres where eight performances in six days are customary, at the rate of 1/8th of contractual salary per performance. In theatres where seven evening performances in a week are customary, the Actor's contractual salary may be pro-rated for a maximum of four performances, at the rate of 1/7th of contractual salary per performance. In no event shall the Actor's salary for that week be less than the minimum salary specified in this Agreement.

(D) The Producer may pro-rate the Actor's salary in the last week of employment provided that the last week does not exceed four days. Each Actor and Stage Manager shall be paid no less than 1/7th of contractual salary for each performance scheduled during the extension. Any day during the extension on which no performance is given, the Actor shall receive no less than 1/7th of contractual salary.

Regardless of the number of performances given in the extension week, 1) a full week's Health contribution shall be paid for each Jobbing Actor and 2) each Resident Actor shall receive an additional Daylight Day of Rest during any such week.

At the time of contract signing, the Actor shall be advised of any extension

(E) The Actor shall not be required to perform in any other place or upon any other stage than that on which performances are regularly given, except with the prior consent of Equity.

(F) The cast shall not be required to remain on stage if anyone in the production speaks or performs following the cast bows.

(G) After half-hour call, the Company may not be called to rehearse, accept script changes, or accept notes, except in an emergency. Members of the company who participate in stage fighting may, however, be called to run through their fight routine. (See Rule 59, STAGE FIGHTING).

After half-hour call, no persons or animals, except those connected with the production, will be permitted in the dressing room area or backstage.

(H) In theatres where eight performances in six days are customary, there shall be no more than five performances given in any three consecutive days except where a performance is lost under Rule 45 and is to be made up. Each performance over eight in said theatres shall be paid for at the rate of 3/16th of contractual salary. No additional performances shall be permitted in outdoor theatres where seven evening performances are regularly scheduled.

(I) If a performance schedule will require seven performances in one week and nine performances in the subsequent week at the same location, payment
for the ninth performance shall be at the rate of 2/8ths of contractual salary. No other penalties shall apply even if the ninth performance is given on the normally scheduled Full Day Off provided the following conditions are met:

(1) the Actor is notified at the time of contract signing;

(2) the Actor, in addition to the regular Daylight Day of Rest, receives a Full Day Off, free of travel, rehearsal and performance in the week containing seven performances (this Full Day Off may not count as the Golden Day);

(3) the Actor shall have no less than one Daylight Day of Rest during the nine-performance week.

(4) the schedule does not result in a violation of the limitation of not more than five performances in three days.

(J) Rest Period Between Performances. On a two-performance day there shall be a minimum of one hour rest exclusive of half-hour between any two performances. If it is necessary for the cast to leave the theatre in order to obtain a meal, the rest period shall be increased to 1½ hours exclusive of half-hour call between performances. Should there be less than one and 1½ hours exclusive of half-hour call between performances, and there is no suitable/moderately priced dining facility on the theatre premises, the Producer shall, at his own expense, provide the Actor with a meal at the theatre within 15 minutes of the conclusion of the first performance. If requested by the Actor at the beginning of the engagement, special dietary needs shall be accommodated. Actors shall be offered a choice of a hot or cold balanced meal. A choice of beverage shall be included. The cast shall be notified 24 hours in advance of what the meals will consist. If there is less than one and 1½ hours exclusive of half-hour call between performances and there is no dining facility on the theatre premises and the Producer does not provide a meal, the Producer shall pay to each Actor a penalty of $7.50 and shall notify the Actor 24 hours in advance that a meal will not be provided. In no event shall the rest period between performances be less than one hour.

45. PERFORMANCES LOST.

(A) If the company as a whole cannot perform because of fire, accident, strikes, riot, Act of God, or the public enemy, which could not be anticipated or prevented, then the Actor shall not be entitled to any salary for the time during which his services shall not for such reason or reasons be rendered. Should any of the foregoing conditions continue for a period of 10 days or more, either party may terminate the contract, and the Producer will pay for all services to date and transportation back to the Actor's residence as given to the Producer prior to signing of the contract, which address shall conform to that registered with Equity.

However, such Actors shall be paid full contractual salary for the lost performances if other employees, whose employment is based directly upon the
performance of the play in which the Actors are employed, are paid while performing no work in connection with that Production.

The word "strikes" as used in this Rule shall not include strikes within the theatre arising because of the default of the Producer or which he could have reasonably prevented.

(B) If performances are not given because of a claimed application of Section (A) of this Rule, any Actor who remains at or near the theatre location and away from his bona fide place of residence at the direction of the Producer, shall receive additional per diem equal to \(\frac{1}{7}\) of minimum salary for each day that performances are not given, but in no event shall the combined additional expense money and performance payments exceed contractual salary. If it is determined that this Rule does not apply to the particular situation, the additional expense payments made to the Actor may be used as an offset against any salary payments found due.

(C) The Producer agrees to abide by the determination of the Council of Equity as to whether this Rule applies to any given situation.

46. PHOTOGRAPHS, PUBLICITY AND PERSONAL APPEARANCES.

(A) Photo Calls. In addition to the regular rehearsal time, the Producer may schedule an additional two hours per production for the taking of customary and usual photographs and photographs to appear in a magazine or newspaper for the primary purpose of publicizing and advertising the production or the theatre. Any additional time utilized for photographs shall be deducted from regular rehearsal hours. The below-listed terms shall apply to all photo calls. (See also Paragraph (F) below.)

(1) If the Producer schedules a photo call all or any part of such time is used after an evening performance, the call shall be scheduled immediately after the performance and may not be longer than one hour. The Producer, at his expense, shall provide refreshments for the Actor.

(2) An Actor who is in rehearsal but not performing shall not be called to the theatre only for such purpose, following the evening performance of the company.

(3) The Producer shall use his best efforts to notify the Actor before the end of the previous workday that photographs will be taken.

(B) Photos Taken During A Performance. Still photographs may be taken during a performance by a bona fide staff member of the Producer, or by a newspaper or magazine photographer from the first five rows of the theater (but, not in an aisle used for entrances or exits), provided the photographer does not use a flash or strobe lighting and that the Producer or the Producer’s representative notifies the Company that photos will be taken and of the identity of the photographer no later than at half-hour of the performance at which
photographs will be taken. Said photographs may be used only as set forth above in Paragraph Section (A) above.

(C) Photos Taken At Any Other Time. If photographs are taken at any time other than that specified above (except during rehearsal hours), the Producer shall pay the Actor not less than $\frac{1}{7}$ of the Actor’s weekly contractual salary for each day or part thereof on which photographs are taken.

(D) Photo Credit. In all cases, the Producer will use best efforts to properly credit the Actor’s name whenever photographs of the Actor are used.

(E) Publicity Interviews. (See also Paragraph (F) below.)

(1) Interviews and Personal Appearances (No Performance Involved. Applicable to both Non-Broadcast and Broadcast).

(a) The Actor may consent to participate in radio or television interviews or reasonable personal appearances. This Rule neither prohibits interviews on radio or television, nor the making of reasonable personal appearances if the Actor consents to such interviews and/or appearances.

(b) All radio, TV, press interviews and personal appearances requested of the Actor shall be scheduled at the Actor’s convenience. The Producer shall request the Actor’s consent for the interview or personal appearance no later than one day prior to the proposed interview and with the Actor’s agreement. Such agreement shall be solicited no later than the day prior to the proposed interview. At the option of the Actors involved, such interviews may occur immediately following an evening performance, but the Actor must receive no less than the required 12-hour rest period prior to the first any call on the following day.

(c) If the Producer seeks to require an Actor to participate in an interview or personal appearance, the Producer may not require the Actor to participate in more than one per week. An Actor may not be required to participate in more than one personal appearance or interview per week, unless agreed to in the original contract of an Actor playing a leading role. Time taken for an interview or personal appearance required by the Producer shall be deducted from the Actor’s allowable rehearsal hours in that week. When the Producer schedules a personal appearance for the Actor, the Producer shall give the Actor notice no later than 30 minutes before the performance on the preceding day [Note: notice needed for requested interview or personal appearance is “one day prior” (Para. (E)(1)(b) above) rather than “30 minutes before the performance on the preceding day.]
(2) **Interviews and Personal Appearances** (Performance Involved).

(a) Non-Broadcast.

(i) In Costume. When Actors participate in live publicity appearances in costume, the Actors shall be paid not less than one-seventh of the weekly minimum salary as set forth in Rule 54(A);

(ii) No Costume. When Actors participate in live publicity appearances without costumes, no payments shall be required. T-shirts, caps and show jackets shall not be considered a costume for purposes of this provision. However, any clothing purchased by the Producer to be worn by Actor(s) in promotional events, other than T-shirts, caps or show jackets, shall be considered a costume for purposes of this provision. Producer may reasonably request that an Actor appear in Actor's own clothing, excluding “black tie,” without incurring a payment under this provision;

(iii) If the Stage Manager is requested to attend the live event the Stage Manager will not be paid less than the actors;

(b) Broadcast. Whenever an Actor appears in costume on a news, talk or entertainment show, said Actor shall be paid not less than the applicable AFTRA/SAG rate. If the Stage Manager is requested to attend the live television appearance, the Stage Manager will be paid not less than the actors.

(F) **Expenses.** The Producer shall provide all round-trip transportation when the Actor is required to travel for the purpose of photographs, publicity, or personal appearances. If the Producer requests to use the Actor's personal vehicle for travel to and from a photo call, interview, and/or personal appearance, made at the request or direction of the Producer, the Producer shall reimburse the Actor for the mileage involved at no less than the prevailing federal mileage reimbursement rate.

47. **PRODUCTION PROSECUTED OR SUBJECT OF LAWSUIT, CIVIL OR CRIMINAL.**

Should the production or performances in any production in which the Actor is engaged be complained of as being a violation of any statute, ordinance, or law of the United States or any State or municipality in any State and should a claim or charge be made against the Actor on account of being engaged in such production, either civil or criminal; or should a claim or charge, either civil or criminal, be made against the Actor for any reason on account of performing duties in such production (but not for acts not authorized by the Producer) the Producer shall defend the Actor at the Producer's own expense, shall pay any and all reasonable charges laid out or incurred by the Actor in
his defense, and indemnify the Actor against any loss or damage which he may suffer on account of being engaged in any such production.

It is specifically agreed and understood between the Actor and the Producer that the language, business and costuming of the play are under the control and direction of the Producer and the Author, who, according to custom, can at any time erase or amend the scenes and lines, and that consequently, the Actor has no certain method of knowing during rehearsals, whether in its final presentation, the play is susceptible of being considered immoral or indecent. Therefore, the Producer represents to the Actor that the play, as produced, shall not violate any law or give offense which is punishable by any law, and expressly agrees that, should he or the Author be arrested or summoned on such charges, that (Equity consenting) the Actor may end and terminate the engagement forthwith. Upon such termination, the Producer shall pay to the Actor forthwith, all sums due under his agreement plus one week's salary, as compensation for the termination of the engagement without notice, but in no event shall the Actor receive less than a total of two weeks salary.

This Rule shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy. In the case of an arrest on the account of the nature of the play or its production, the Producer shall forthwith furnish bail for the Actor; and, in the event of his failure to do so or for any breach of this Rule, the Producer shall pay to the Actor (Equity consenting) the sum of $2,500.00. After an arrest, the Actor may demand a suspension of performance pending a determination, and such suspension shall not terminate or otherwise affect the terms of the agreement unless Equity shall otherwise order.

48. **PROGRAMS AND ANNOUNCEMENTS.**

(A) **Cast Listings.** A cast list must be given free of charge at all performances to every patron who enters the theatre. Such cast list must contain the names of all Actors and their roles or functions. The Actor must receive credit in the program for each character he portrays and/or Understudies, as designated on the face of the contract.

Each Actor shall have a biography included in the program. The Producer may require the biography to be limited to 50 words (not including the Actor's name and role). The Producer agrees that Actors shall have the right to add to their bios up to five words reflecting their membership in Actors' Equity. Such words will not be included in the 50-word count. Both Equity and the Producer will inform the Actors of this provision. The Producer shall use best efforts to include a photograph of each Actor in the program. The Actor shall submit, at the time of contract signing, all biographical material and pictures for programs. The Producer shall submit all edited biographical material for programs and souvenir programs for the Actor's written approval, which shall not be unreasonably withheld. All biographical material not disapproved by the Actor within 48 hours of its submission to the Actor shall be considered approved.
The Producer agrees to include in the program, contiguous to the Actor bios, a biography of Actors' Equity Association of up to 55 words, as supplied by the union.

(B) Errors or Omissions. In the event that there are errors or omissions in the printed cast list, and/or in the program, the Producer agrees that, upon receipt of written notice thereof to himself or his duly authorized representative, he will, within 24 hours (including at least one business day), place in the program a legible mimeographed or printed slip correcting the omission or error. In addition he will also correct the omission or error in the next printing of the program, provided such notice is given at least 24 hours prior to the press deadline (including at least one business day).

After notification and until the correction slip is inserted in the program, errors, other than spelling errors, or omissions must be announced from the stage or over the public address system.

For each failure to correct the program and souvenir programs as stipulated above, or to correct the program cast listing at the next printing, after proper notice, the Producer shall pay the Actor involved a sum equal to 1/7th of Actor's contractual salary for each week or part thereof.

If the programs at the location the company is playing are incorrect, or if insufficient programs are available to all patrons, the Producer shall provide a program insert similar in nature to the title/credit page and the "cast in order of appearance" page of a standard theatrical program (PLAYBILL) denoting correct billing and parts played by the Actor.

(C) Houseboards. The names of all Actors employed in the production shall be listed in front of the theatre or in the lobby. If an Actor is incorrectly listed or improperly billed on Houseboards, the Producer shall correct the infraction within 48 hours after written notification or pay 1/7th of minimum salary for each day after 48 hours, during which the infraction is not corrected.

(D) Breach of Billing (other than on Houseboard). Wherever billing has been negotiated as a rider to a contract, failure to provide such billing shall be corrected within 48 hours upon written notification thereof by the Actor to the Producer or his duly authorized representative and with a copy to Equity. Failure to correct such error within the stipulated time shall require the payment of 1/7th of minimum salary for each performance during which the infraction is not corrected.

(E) The Producer hereby agrees to promulgate the fact that he operates a professional theatre employing Actors' Equity Association members both by displaying in the lobby of the theatre a small plaque, supplied by Equity, and by inserting the following line in the program " Theatre is a professional Theatre employing members of Actors' Equity Association, the union of professional Actors and Stage Managers in the USA."
(F) Announcements. The Producer or his designated representative shall make an announcement before the beginning of each performance to the effect that the taking of pictures or the use of any recording devise is prohibited. If the aisles are to be used by the Actor for entrances and/or exits, the Producer shall also announce that the aisles must be kept clear during the performance.

49. PROPERTY.

The Producer shall reimburse the Actor for all loss and/or damage to (1) his property used or to be used in connection with the production or productions covered by his contract of employment, (2) the personal clothing worn by the Actor to the theatre, and (3) the personal effects of the Actor, including his baggage, while any such property is wholly or partly in the possession or control or under the supervision of the Producer, or any of his representatives, agents, or employees, or while said property is in any theatre, building, or other place in which the production (or productions) covered by the Actor's agreement has been, or is being given, or is to be given, or when any such property or personal effects have been in any way shipped, forwarded or stored by the Producer or any of his representatives, agents, or employees, up to a limit of $2,000.00 for the Actor's personal effects and clothing, and up to a limit of $1,500.00 for the Actor's jewelry; except that, if the Producer provides facilities for safekeeping the Actor's personal valuables, jewelry, and/or cash, not used in the production, while said articles are in the theatre, the Producer shall be liable for loss and/or damage only if said personal valuables, jewelry, and/or cash are given to the Producer or his agent for safekeeping. The Producer agrees to provide facilities for safekeeping of said articles and to inform all Actors of same and of the necessity for using such facilities under the provisions of this Rule by a written notice posted on the Callboard.

The Producer shall be liable as hereinabove provided, whether or not the act, fault, or negligence of the Producer, his representatives, agents, or employees caused or contributed to such loss or damage. The Producer, however, shall not be liable for any loss or damage to the property of the Actor while said property is under the sole and exclusive control and supervision of the Actor.

Except as above provided, the Producer shall not be responsible for any loss and/or damage to the personal property of the Actor, over and above the limitations herein set forth, and where as to such property, it is the duty of the Actor, if he desires, to protect himself against loss to insure the same. The Producer may meet the foregoing obligations by maintaining adequate and sufficient insurance coverage that shall provide the same protection as the Producer hereby assumes. Upon the direct payment of any damage or loss to the Actor by the Producer, the Producer or the insurer shall be subrogated to all rights of the Actor to the extent of such payment.

50. RECORDINGS FOR USE IN THE PRODUCTION.

The Actor shall not be required or permitted to work in any company where recordings or mechanical or electronic reproduction of voice are used to supply dialogue, singing or chanting, or business where living Actors might be employed, unless the Producer shall have first obtained the written consent and permission of Equity, and shall comply with such terms and conditions as Equity may prescribe.
A Principal Actor may agree by means of a rider to record, film, or tape a portion of the role that he performs on stage for use in the production. The record, film, or tape may be used only during the period in which the Actor is employed except where the Actor voluntarily terminates his employment and where said Actor's voice is not identifiable. Said recording, film, or tape must be made during the regular rehearsal hours.

51. **REHEARSALS.**

(A) **General Provisions.**

(1) Preceding the opening date stated on the face of the contract, the Actor, if required, shall give up to four weeks of rehearsal of the scheduled production.

(2) Rehearsals shall be considered to be continuous from the date of the first rehearsal as provided in the contract. The Producer shall be responsible for a Per Diem payment to all Actors who travel from place of residence to the locality of rehearsal on the day prior to the day of first rehearsal call (see Rule 64 TRANSPORTATION AND BAGGAGE) as stated in the Actor's contract of employment. However, if the Actor is not asked by the Producer to participate in any activity connected with the terms of the contract of employment (other than travel to the location of first rehearsal) on that date, then no salary is due for said arrival date. If the Producer chooses to start with a reading of the play by the Company, or a substantial part thereof, said reading is part of and begins the rehearsal period for the Actors involved.

(3) Rehearsals, when the same take place on a non-performance day, shall not exceed 7 out of 8½ consecutive hours. However, on any two of the four days immediately preceding the first public performance and for the purpose of technical and dress rehearsal, the Producer may call the Actors for rehearsal that shall not exceed 10 out of 12 consecutive hours per day. Said 12-hour days may not end with a rest period. (See also (D).

(4) Note sessions. A company call for the purpose of giving notes, i.e., suggestions for changes, criticism, etc., shall be considered a part of rehearsal time. Under no circumstances shall the Company be called for the giving of notes after an evening performance.

(5) Except as provided in Rule 46(A) (PHOTOGRAPHS, PUBLICITY, AND PERSONAL APPEARANCES) and Rule 14(F) (Costume Fittings) time for costume fittings, costume calls, and/or the taking of pictures and required personal appearances shall be counted as rehearsal time.

(6) Equity has full discretionary powers to permit additional rehearsals on terms determined by it.

(7) Rehearsal on a Day of Travel. Travel and rehearsal combined shall not exceed nine hours, but in no event shall rehearsal on a travel day exceed 5 out of 6½ hours. No less than 12 hours' notice shall be given for
such rehearsal except in an emergency. (See also Rule 64(G) and (H), TRANSPORTATION AND BAGGAGE).

(8) The Actor shall not be called for transport to the theatre for rehearsal on a day of travel earlier than 1½ hours after arrival at lodgings as per Rule 32(A). Invasion of this 1½ hour rest after arrival shall require payment at the Overtime rate to each Actor involved.

(9) All rehearsal calls shall be given by the Stage Manager and will be posted on the Callboard. All rehearsals shall commence at the time of call.

(10) Rehearsals on a Daylight Day of Rest shall not exceed five consecutive hours and shall commence no earlier than 6:00 PM. (See also Rule 20(A)(1), DAYLIGHT DAY OF REST, FULL DAY OFF AND OTHER REST PERIODS).

(B) BREAKS AND REST PERIODS.

(1) Each individual Actor will be given a five-minute rest period after no more than 55 minutes. If a five-minute rest period is not given in a particular hour, a 10-minute rest period must be given after no more than one hour and twenty minutes. During a run-through, an Act may be completed before such rest periods are given. During dress rehearsal the rest period between Acts shall be at least 10 minutes. For each failure to give such rest periods, the Producer shall pay each Actor one hour of Overtime.

(2) There shall be a break of 1½ hours after five consecutive hours of rehearsal. By a 2/3rd affirmative vote of the Actors involved, on a non-performance day, this five-hour period may be extended by up to 30 minutes provided the cast is dismissed for the day upon the expiration of the extended rehearsal time.

(3) There shall be a minimum of 1½ hour break exclusive of the half-hour call before every performance. After the half-hour call there shall be no rehearsal except emergency rehearsal and for the run through of stage fights as required in Rule 59.

(C) OVERTIME. Should the Actor (which includes Stage Managers under Rule 60 and the Dance Captain) rehearse more than the hours stipulated herein, the Producer shall pay Overtime at the rate as specified in Rule 42 (OVERTIME) for each instance of such overtime rehearsal.

(D) PRIOR TO THE FIRST PAID PUBLIC PERFORMANCE.

(1) No Actor shall be permitted to rehearse more than 7 out of 8½ hours in any day, except as specified below.

(2) On any two of the four days immediately preceding the first public performance and for the purpose of technical and dress rehearsal, the Producer may call the Actors for rehearsal that shall not exceed 10 out of
12 consecutive hours per day. An additional 10 out of 12 hour day may be scheduled if the rehearsal period is more than 11 days. No more than one 10 out of 12 hour day may take place away from the stage.

(3) Rehearsal time shall commence with the time of rehearsal call for each individual Actor and include a 1½-hour recess. The company may, by a 2/3 secret vote reduce the recess to one hour.

(4) Total rehearsal time for the week shall not exceed 48 hours, except that in a week that includes two 10 out of 12 hour dress/tech rehearsals, total rehearsal time shall not exceed 53 hours and in a week that includes three 10 out of 12 hour dress/tech rehearsals the total rehearsal time shall not exceed 56 hours. (See also Rule 14(F), COSTUMES and Rule 46(A), PHOTOGRAPHS).

(5) Actors shall not be required to perform in front of an audience until they have had a technical rehearsal on the stage set. Such technical rehearsal shall include, but not be limited to, rehearsal on the set with such props, lighting effects, mechanical or pyrotechnical devices, weapons, and costumes necessary for the production.

(E) Rehearsal for Package Tours.

(1) All rehearsals prior to the initial opening of a Package Tour must be held under the contract with the first theatre at which the Package is to play, and the Producer of that theatre shall be responsible for all salaries, Pension, Health and any other benefits which are due the Actor. However, a Producer may employ Actors or Stage Managers either on a Resident or Jobbing contract to rehearse a Package Tour which will have its' first public performance at a theatre other than the Producer's and will subsequently play his theatre providing the Actors and Stage Managers are signed to the subsequent contract(s) for performance prior to beginning rehearsal at the first theatre.

(2) In the event that the Package Tour is not performing consecutive engagements, rehearsals held during the hiatus shall be paid for at 1/7th of minimum salary for each day of such rehearsals. These rehearsals must be consecutive with the re-opening of the production.

In addition, the Producer for whom the rehearsal is necessary may call rehearsal prior to the hiatus during the company's prior engagement for purposes of Brush-Up, Restaging or Replacement. Such rehearsals shall fall within the specified rehearsal hours and must be paid for at the rate of 1/7th of the minimum salary for each day of such rehearsal.

(F) Dress Rehearsal in Outdoor Theatres.

(1) If performances at the theatre are given seven evenings weekly, a dress rehearsal may be held following one evening performance. Such rehearsal, inclusive of half-hour shall begin no later than 12:01 AM and the rehearsal, inclusive of half-hour, shall not exceed five out of six
consecutive hours. During such dress rehearsals, refreshments including food and a beverage shall be made available to the Actors at no cost to the Producer.

When the dress rehearsal is interrupted by inclement weather and the company is held, the first hour or fraction thereof of delay shall not be counted as rehearsal time. Any Overtime in excess of the above stated hour shall be paid at the rate as provided in Rule 42 (OVERTIME).

(2) After such dress rehearsal, there shall be a rest period of no less than 10 hours. Any invasion of this rest period shall be payable at the Overtime rate to each Actor involved.

(G) After First Paid Public Performance.

(1) Absent an emergency, rehearsals after the first paid public performance may be called only upon 24 hours’ written notice.

(2) After the first paid public performance of any production (including all Unit Tours and Package Tours), further rehearsal of that production without additional compensation is limited to a total of eight hours per week. These hours may be used for Brush-up, Replacement, Understudy, Technical, Conversion, and/or "Put-in" rehearsal, subject to restrictions described elsewhere in this Rule and if overtime is paid, for the shooting of B-Roll footage as permitted in Rule 62(D)(2).

(3) The Actor may not be called to rehearse for more than 5 out of 6½ consecutive hours on a one-performance day, which shall include a 1½-hour recess.

(4) On one two-performance day per week, a two hour rehearsal shall be permitted.

(5) Except as specified elsewhere in this Rule, no rehearsals are to be called after an evening performance.

(6) On Opening Day in each theatre at which a Unit Tour or Package Tour plays, the Actor may rehearse without additional compensation in accordance with the provisions of this Rule. Such "Put-in" rehearsal shall occur on stage and may involve such production elements as scenery moves, lighting changes, wireless microphones and sound, quick costume changes, entrances and exits of Actors, the spacing and running of musical numbers, or the use of props by Actors, as determined to be necessary by the Producer or his representative, the Stage Manager and the Dance Captain. This rehearsal may take place prior to 6:00 PM even if it is on the day following a Full Day Off.

(7) New Material. After the opening of any production, any rehearsal of new material shall require additional compensation at the Overtime rate. New Material is hereby defined as the insertion of new scenes, new dialogue such as to substantially change a scene, or new numbers in the case of a musical.
(8) **Rehearsal for Subsequent Production.**

(a) Should a production play for more than two consecutive weeks, Actors employed in said production on the Resident (Minimum) Contract for Stock shall not be required to rehearse for the subsequent production except during the two weeks prior to its opening. If Actors on such Resident contracts agree to rehearse in any preceding week, they shall be paid $\frac{1}{7}$th of rehearsal salary for each additional day of rehearsal.

(b) Actors engaged on consecutive Jobbing Contracts at the same theatre or for the same management shall not be required to rehearse for a subsequent production without additional compensation of $\frac{1}{7}$th of rehearsal salary for each day of such rehearsal. Rehearsals must be consecutive.

(c) In no event shall the rehearsal call exceed 5 out of 6½ consecutive hours on a performance day for any Actor who is also performing.

(d) Publicity appearances during such period shall not be counted against the rehearsal time.

(9) If a note session or rehearsal is anticipated to require no more than one hour, such rehearsal may be scheduled for the hour preceding half-hour call only once weekly. If all of the following conditions are not met, the Actors shall be compensated at the Overtime rate:

(a) This rehearsal shall be the only rehearsal call of the day, and may not be held on a two-performance day.

(b) The time may be utilized to give notes and/or for brush-up of blocking, dialogue, or music.

(c) Notice must be given to the Actors before the company leaves the theatre following the performance on the night before said note session or rehearsal is to be held.

(d) A fight rehearsal (as required in Rule 59) shall take precedence for the individuals involved.

(e) No new material may be rehearsed.

(f) No more than five hours may elapse between this rehearsal call and curtain down.

(g) Transportation for Actors involved in such rehearsal shall be provided in addition to the regularly scheduled pick-up of Actors for the performance.

(10) Only Understudies and Swings may be called to Understudy rehearsals, however at the discretion of the Stage Manager or Dance Captain, any Actor may be called to rehearse partnering dance sequences
with assigned Understudies or Swings during regular rehearsal hours, but
shall not be called more than once in a four week period.

(11) Emergency Replacements. If during an engagement, a Principal Actor is unable to perform due to accident or illness and no member of the company is prepared to undertake the Principal Actor’s role without additional rehearsals, Equity will permit such additional rehearsals as are reasonable under the circumstances of each particular case.

(12) A Full Swing performer or Partial Swing performer, when either is employed, shall be required to attend all Chorus rehearsal calls. A Swing may be required to attend Understudy rehearsals provided that Swing rehearses only those functions for which Swing is contracted.

(13) Where the dimensions and shape of the acceptable dance surfaces of the new stage are different from that used in the previous location, dance sequences shall be re-staged so that they conform to the Equity approved surfaces. Rehearsal for this purpose shall be within the hours allowed under this Rule or shall be at the Overtime rate.

(14) Conversion and Replacement Rehearsals.

(a) When a Unit Tour is at a proscenium theatre and is to play subsequently at a theatre-in-the-round, or the reverse, all allowable rehearsal hours for the two weeks immediately prior to the performance at the theatre for which the production must be converted may be used for conversion rehearsal. Understudies and Stage Managers shall participate in any conversion rehearsal to which the entire cast is called.

(b) When a Package Tour is at a proscenium theatre and plays the following week at a theatre-in-the-round, or the reverse, or when a replacement is being made for a subsequent engagement, the Producer may call rehearsals for the purpose of re-staging or replacement provided that such rehearsals shall fall within the specified stock rehearsal hours and that they are paid for at the rate of $1/7$ of the prevailing stock minimum applicable to each Actor’s job function for each day of such rehearsals for no more than five hours of rehearsal. These rehearsals need not be continuous with the next consecutive opening. The Producer of the theatre to which the production is moving is responsible for calling the rehearsal and for payment thereof.

52. REPORTS.

(A) W-2 forms shall be furnished to the Actor with the last salary payment or within 31 days following the end of the calendar year. Equity may, in its discretion, at any time, require the Producer to submit proof satisfactory to it that all Actors employed are given a withholding tax receipt (W-2 form) and statement of Social Security deductions for the entire season.
To enable the Actor to obtain a possible tax credit or refund from the state or municipality which has levied an income or earnings tax, suitable forms if such exist, or suitable information shall be provided to the Actor at the time W-2 forms are furnished as above.

(B) The Producer shall and must furnish Equity, on a form supplied by it for that purpose, with a weekly report on his theatre listing all Actors employed in each production by the Friday following the last performance of the first week of the production. For each week of failure to file the reports required by Equity, the Producer shall pay the Actors' Equity Foundation, Inc., the sum of $25.00 and it shall constitute a breach of Equity rules, entitling Equity, among other things, and without any limitation to refuse to release the balance of the security deposited with Equity until the above requirements are met.

53. SAFE AND SANITARY PLACES OF EMPLOYMENT.

The Producer agrees to provide the Actor with safe and sanitary places of employment. Theatres built subsequent to 1979 will include the "Optimum Architects' Specifications for Stage and Backstage Facilities" which are on file at Equity.

(A) Dressing Rooms. Separate dressing rooms for male and female Actors will be provided. Juvenile Actors will have dressing room space separated from adult Actors. Dressing rooms (except quick-change booths) shall be of a permanent type, and shall not be under canvas. Should the Producer provide dressing room space for non-professionals, it shall be separated from the space provided to the Equity company.

All dressing rooms in properly insulated buildings shall be equipped with air-conditioning systems, air-cooling systems, or some similar type of mechanical device to insure proper ventilation and the circulation of fresh, cool air. Should the Producer not provide adequate mechanical devices within 24 hours of notification from Equity, the Actor, Equity consenting, shall not be required to remain at the theatre. Dressing rooms not located in insulated buildings must be equipped with an air-conditioning system.

The temperature in all dressing rooms shall be maintained within a safe and healthful range. The figure of 65 - 85 degrees Fahrenheit will be used as a guideline to delineate the approximate limits of this range. If the Producer fails, within 24 hours of notification from Equity, to take steps to maintain proper temperature, the Actor, with Equity's consent, shall not be required to remain at the theatre.

Adequate dressing table space shall be allocated to each Actor with usable light proximate to each dressing table space. The use of fluorescent lighting is not acceptable for make-up purposes (i.e., around make-up mirrors).

All dressing room windows and exterior doors shall be screened wherever structurally possible and whenever fire regulations permit and shall be properly masked from the view of the audience to insure Actors' privacy.
All floors in dressing rooms and rehearsal spaces shall be maintained in a clean and sanitary condition. Alleys and roads leading to stage doors of theatres shall be accessible, properly lighted and free of hazardous conditions. Access routes between dressing rooms and the stage shall be free of hazardous conditions.

(B) **Lavatory and Toilet Facilities.** Toilets and lavatories will be clean and sanitary, and will be separate facilities from those provided for the audience. Hot and cold running water shall be available in or reasonably convenient to the dressing rooms.

The Producer shall provide separate shower facilities for men and women with hot and cold running water. Showers shall be located in or immediately adjacent to the dressing rooms. Any theatres that began operation during 1972 and thereafter shall provide separate facilities for both male and female Actors, consisting of at least three sinks and two showers for each gender. In all instances, the location of the toilets shall in no way interfere with the use of the sinks and showers.

Any walkway between the dressing rooms and toilet facilities shall be masked from the view of the audience.

(C) **Rehearsal Space.** In all open air and tent theatres, the Producer shall make available adequate covered rehearsal space, which shall be safe, comfortable, clean and healthful at all times. All rehearsals except Dress/Tech shall take place in such covered space whenever sun and temperature make an on-stage rehearsal impossible.

When the temperature in the rehearsal space exceeds 95 degrees Fahrenheit during a rehearsal period (excluding run-throughs, dress, tech and/or orchestra rehearsal), Actors cannot be engaged in continuous dance sequences or other scenes requiring strenuous physical activity for any period exceeding 30 consecutive minutes.

All enclosed rehearsal space shall have proper ventilation and provision for the circulation of fresh air. The temperature in such space shall be maintained within a safe and healthful range. The figure of 65 to 85 degrees Fahrenheit will be used as a guideline to delineate the approximate limits of this range. The Actor, with Equity’s consent, shall not be required to continue to rehearse in a space not in compliance with these specifications.

(D) **Aisles Ramped.** There shall be a ramp or other leveling device between any runway and the stage. Any aisles used by the actors shall be maintained in a firm and even condition and, if not constructed of a hard surface such as concrete, asphalt, or macadam, must be covered, and the coverings be secured.

(E) **Guide Lights.** All ramps, stairways, entrances and exits, crossover areas, or off-stage passageways, which may be affected by blackouts, shall be illuminated with guide lights.
In arena theatres, there shall be two guide lights on the edge of the stage and one on each side of every ramp leading to the stage. In addition, there shall be a guide light on each side of the aisle adjacent to the first row of seats of every aisle, and there shall be guide lights on each side of every aisle at eight-foot intervals. There shall be a warning light at eye-level on both sides of every pole located in an aisle, or any other obstruction in an aisle which Equity shall deem to be injurious or unsafe, and there shall be side rails on any ramp adjacent to any pit, and level guide lights on stage along the edge of any pit.

(F) Scenery Storage. Stored scenery shall be properly lighted and/or marked for the Actors’ safety, and clear of the Actors’ access routes from dressing rooms to the stage.

(G) Stage Surfaces. The stage surface must be swept before performers are permitted to work. In open air and tent theatres, in the event of rain, the stage surfaces and all ramps, platforms, scaffolds and areas which Actors must use for performance, including access routes to all such areas, shall be dried before Actors are permitted to work. When a performance has been interrupted by rain, the continuation of the performance shall be contingent upon a determination of the safety of the stage and backstage area. The Producer shall make this determination after consultation with the Stage Manager, Dance Captain, and/or Deputies, as may be necessary.

(H) Dancing Surfaces. Actors shall not be required to audition, rehearse dances, dance or participate in stage fights on concrete or marble floors or on any other surfaces which Equity shall deem to be injurious or unsafe, or on wood or on any other substance laid directly over such similar surfaces which do not provide air space of at least 1 5/8th inches between the concrete or marble or similar supporting surface and the dancing surface. Exempt from this Rule are building materials which may be developed, Equity approving, which provide a resilient surface for dancing.

When a production moves to a theatre where the dimensions and shape of the acceptable dance surface are different from that used in the previous location, dance sequences shall be restaged so that they conform to the Equity approved dance surfaces. Rehearsal time for this purpose shall be in compliance with Rule 51(G)(13) or must be compensated at the Overtime rate. When the stage contains areas with surfaces not acceptable for dance, a diagram of the stage shall be provided to the Dance Captain, the Stage Manager, and the Equity Deputies.

(I) Platforming and Raked Stages. The Producer will notify the Actor by a rider at the time of original contract signing of the Producer’s intention to utilize a raked stage. When a raked stage is used, an instructor, such as a physical therapist, sports therapist, or other qualified instructor, will give instructions to the cast, prior to opening, as to how to perform on the raked stage in order to minimize the risk of injury. It is understood, that The Muny will not be required to provide such instruction unless it adds an additional rake to the historical rake
built into the stage to provide for drainage. Where platforming is used, it must be securely fastened and the surface completely covered by a deck of material such as wood or masonite. The edges of all decks must be visibly marked and, if not, guardrails fastened in order to preclude the possibility of injury.

When orchestra pits are not in use and footlights or other proper demarcations are not used to outline the stage, then such pits shall be covered by non-flexible material along the area adjacent to the stage.

The total rake of any stage shall not exceed ½” per foot.


(1) Make-up. Whenever the Producer provides make-up, hair coloring, wigs, or other material, they shall be free of toxic or hazardous chemicals. Unless such material is unavailable, hypoallergenic products shall be utilized. Aerosol products shall not be provided for use by Actors.

(2) Sets, Props, and Costumes. Sets, props, and costumes shall be constructed in such a manner that there shall be no toxic or hazardous residue that might be inhaled, absorbed, or ingested.

(3) Use and Storage of Toxic or Hazardous Materials. Toxic or hazardous materials, including solvents, aerosols, adhesives, cleaning agents, paints, dyes, and pyrotechnic effects, if stored in the theatre, shall not be stored on stage or in or near dressing rooms. If volatile materials are used in the theatre, forced-air exhaust shall be provided and such materials shall be confined to rooms not occupied by the Actor. Smoking shall be strictly prohibited during the use of such materials.

(4) Lasers. Laser lighting effects will be maintained and operated by licensed personnel in such manner as to avoid injury to the Actor.

(5) Smoke and Fog. The Producer may use only dry ice or liquid nitrogen for stage smoke or fog. Adequate ventilation and exhaust equipment must be operating and in working order when smoke or fog is used.

(K) Stage Manager's Booth. Any booth or room, separate from the stage area, from which the Stage Manager must call cues, must be equipped for air circulation, heating, safety, safe access and proper lighting as provided in (A) of this Rule.

(L) Cots. Enough cots shall be available to every dressing room for any performer who may become ill during a rehearsal or performance. These cots shall be easily available to the entire company.

(M) First Aid Kit. First Aid Kits, stocked with adequate supplies, shall be available and easily accessible at all times wherever the Actor is required to rehearse, dress or perform.
(N) **Monitor System.** A monitor system shall be installed between the stage area and the dressing rooms so that the Actors can follow the progress of the performance.

(O) **Drinking Water.** Ample, pure, cool drinking water shall be provided wherever the Actor is required to rehearse or perform.

(P) **No Smoking.** Where smoking is permitted by law, areas designated for smoking shall be away from the rehearsal and performance space.

(Q) **Inspection and Compliance.** The Producer agrees that Equity's Representative shall have the right to inspect the Producer's theatre to determine whether the Safe and Sanitary requirements set forth in the foregoing rules have been complied with. Any deficiencies shall be reported in writing to Equity and the Representative shall furnish the Producer with a copy of such report. Upon receipt of such report, Equity may notify the Producer in writing, to correct the deficiencies. Unless the Producer then either corrects the deficiencies noted or gives Equity assurances satisfactory to it that such deficiencies will be promptly corrected, Equity may certify the theatre as unauthorized for rehearsal, for performances or both, as Equity may determine. Upon such certification and until correction of the deficiencies or the giving of assurances satisfactory to Equity that they will be corrected within a reasonable time, Equity may require Actors to refrain from rehearsing and/or performing in the Producer's theatre.

(R) The Producer must post a diagram of the locations of all fire exits and fire-fighting equipment and proper procedures in case of fires.

54. **SALARIES.**

The Producer shall pay the Actor all rehearsal and/or performance salaries no later than the day before the last banking day of each week. Payment shall be made in cash, except as provided in (K). Payment to the Actor shall be at a conveniently located place designated by the Producer. The Producer shall use his best efforts to assure that this place is neither accessible to nor visible by the public. In no event shall the Actor be required to stand in line with the public to be paid or to cash payroll checks. Payment shall be made at a time when the Actor is normally at the theatre premises. The Theatre will give each Actor who is to be employed more than three weeks the option of having his weekly compensation deposited directly into the Actor’s personal bank account. Should the Actor so elect, it shall be set forth in a rider to the Actor’s contract. All costs will be borne by the theatre and the Theatre will make deposits in such manner that the Actor shall have access to his compensation as provided above. The Theatre shall provide the Actor with a weekly written record of all payments and deductions.
(A) Rehearsal Pay and Minimum Salaries:

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(B) Per Diem. In addition, any Actor whose weekly contractual salary is less than twice the minimum salary shall receive a Per Diem payment when rehearsing or performing away from his place of residence. (See also Rule 32 HOUSING.)

The applicable Per Diem shall be:

If the Actor does not elect to accept the Producer provided housing the Per Diem shall be:

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If the Actor elects to accept the Producer provided single housing, the following amount shall be deducted from the Per Diem as a housing payment:

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The remaining amount of the Per Diem listed below shall be paid to the Actor:

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If the Actor elects to accept the Producer provided double housing, the following amount will be deducted from the Per Diem as a housing payment:

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The remaining amount of the Per Diem listed below shall be paid to the Actor:

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Any Actor, whose place of residence as listed with Equity is more than 50 miles from the theatre location, shall receive this Per Diem payment.

In the event an Actor elects to live at home during rehearsals and/or performances, the Producer is relieved of his obligation to provide housing as specified in Rule 32, transportation as specified in Rule 64 and Per Diem as specified above.
(C) **Additional Assistant Stage Managers.** Should an Actor be called upon to perform the duties of Assistant Stage Manager, he shall receive no less than 8% of minimum salary above his contractual salary. This Actor/ASM would be in addition to any required non-performing ASM.

(D) **Extraordinary Risk Payments.** When the Actor is called upon to perform "extraordinary risk" as that term is defined in Rule 22(I), he shall receive not less than 21/2 % of minimum salary per week above his contractual salary, unless the Actor is expressly hired for that purpose at no less than 21/2 % of minimum salary above the minimum salary.

(E) **Additional Duties.** A Principal Actor shall not be required to do any additional work without mutual agreement by contract rider and an additional negotiated compensation therefore which shall be not less than 5% of minimum salary. Additional work is defined as playing additional parts or understudying, not specified in the Actor's contract at the time of signing.

(F) **Full Salary During Rehearsal.** All Stage Managers and Assistant Stage Managers shall be paid full salary during rehearsals, commencing with the first day of rehearsal.

(G) **Rehearsal Pay.** The Producer agrees to pay the Actor at the rate of rehearsal pay per week, as stated above, commencing with the first rehearsal date as specified on the face of the contract of the Actor, except that for the Actor who rehearses five days or less in a given rehearsal week or whose complete rehearsal period is five days or less, the compensation shall be prorated and the Actor paid no less than 1/7th of rehearsal pay for each day of rehearsal or part thereof. Compensation shall be computed consecutively from the first rehearsal date as specified on the face of the contract, up to the first performance day. If the Actor is called upon to rehearse more than five days, but fails to do so through no fault of the Producer, then said Actor's compensation may also be prorated as above.

In theatres which customarily have eight performances in six days, for rehearsal periods of at least seven days in length, the Actor shall earn 1/7th of rehearsal pay from the first day of rehearsal as specified on the face of the contract of the Actor up to the first day of performance.

If the Actor has had another engagement in the same play and part during the week immediately preceding the opening of the play, he shall not be required to rehearse on the day prior to the opening unless the date of such rehearsal is specified in the contract and the Actor is paid 1/7th of rehearsal pay for said day. Said rehearsal shall not commence prior to two hours after the Actor's arrival at his lodging and shall be completed within seven out of eight hours.

(H) **Actual Salary.** The actual salary negotiated between the Actor and the Producer shall be stated in the contract and a lesser or fictitious salary shall not be stated in the contract. The Producer and the Actor will make no agreement
that includes in or deducts from the contractual salary, the necessary rehearsal pay or any other sums that are due or may become due the Actor.

(I) Contingent Compensation. The Producer or Actor shall enter into no employment contract where in whole or in part the compensation is contingent upon receipts without the written consent of Equity, which consent will not be unreasonably withheld. In no case shall compensation be contingent upon profits.

(J) Checks. Facilities shall be available for cashing payroll and Per Diem checks at the box office or a conveniently located bank. If the bank is not accessible by public transportation, the Producer shall provide transportation to said bank. In no event shall there be a charge to the Actor for cashing a payroll check. Per diem, travel expenses, applicable housing overage, clothing rental and all other reimbursements may be paid by either cash or by check. If added to a salary check, then all items must be itemized separately. In any event, no check or draft either of the Producer or a third party, given to or received by the Actor in payment of any sum under his agreement of employment, shall operate to minimize or affect his claim for salary or other compensation under his agreement.

(K) Payment in Legal Tender. If a company is organized in the United States, all salaries shall refer to and be paid in legal tender of the United States provided that the Producer may make payment in Canadian currency of equivalent value at the then current rate of exchange for services performed in Canada.

(L) Record of Salary Deductions. Whether salary payments are by check or by cash, when paid, the Actor must be issued a stub or other record of gross salary, increments and dates thereof, itemized deductions and net salary.

55. SECURITY AND SECURITY AGREEMENT.

Management shall be ineligible to engage Actors to perform in Stock unless and until such Management shall have furnished security in such amount and in such manner and form as may be satisfactory to Equity to insure the payment of the claims of Actors against such Management.

No Actor shall work or be required to work or continue in the employment of any person or management or any company, if and when Equity shall be dissatisfied with the quality or amount of any security which may be offered or given or requested by Equity to secure the payment of any claim, present or future, of any Actor.

The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any employment under this Agreement and any contracts of employment are hereby adopted and made part of this Agreement, and said contracts. This includes agreements on forms now called "Security Agreement", and "Producer's Statement".
56. **SET MOVES.**

The Actor will be permitted, under conditions described below, to undertake duties in addition to the normal duties of the Actor and therefore in addition to those customarily under the supervision of Actors' Equity Association.

(A) **Definition Of Work Permitted Without Additional Compensation.** The Actor shall be permitted, without payment of additional compensation, to set props and small set pieces, and to move furniture and set pieces specifically designed to be easily deployed by such Actor, provided that such action coincides with the Actor's entrance into (or exit from) a scene in which the Actor takes part. Such movement need not be attributed customarily to any character during the action depicted in the play. Resetting of props in a scene by Actors participating in said scene shall be permitted.

(B) **Definition Of Work Permitted With Additional Compensation.** The Actor shall be permitted, upon payment of additional compensation as set forth below, to make entrances and exits for the primary purpose of setting props and small set pieces and for moving furniture and set pieces specifically designed to be easily deployed by such Actor, provided that such assignments do not prevent or preclude the Actor from fulfilling his customary duties as an Actor.

(C) **Definition Of Work Not Permitted Except With The Permission Of And Under Terms Satisfactory To Actors' Equity Association.** Set or prop moves which are inherently hazardous due to location on stage, weight of the set piece or prop, construction, pyrotechnic or electrical effects, proximity to machinery or simultaneous movement of other scenery or effects; and set or prop moves or other assignments not customarily undertaken by the Actor which interfere with the normal work of the Actor or for which the Actor may be engaged to the exclusion of work normally assigned to an Actor.

(D) **Additional Compensation.** An Actor assigned to perform additional duties requiring additional compensation as defined above shall be paid not less than $5.00 per week for each move assigned commencing with the first paid public performance of the play. All such moves shall be assigned to the Actor by Rider to the Actor's employment contract. It is agreed that any such assignments may be withdrawn or reassigned at the discretion of the Producer and that additional compensation payable hereunder may likewise be adjusted upon execution of a Rider to the Actor's employment contract. An Actor who performs as a Swing, Understudy, or temporary replacement in a part that involves set or prop moves for which additional compensation is required shall be paid pro-rata for each performance. Payment hereunder shall be in addition to the Actor's contractual salary (Unless he has agreed at the time of signing his original contract of employment that his contractual salary shall cover set and prop moves as set forth herein.)
57. SOCIAL SECURITY – UNEMPLOYMENT INSURANCE.

The Actor is entitled to the benefit of all Federal and State enactments constituting what is commonly known and designated as Social Security Acts or laws including Unemployment Insurance. The Producer during the term of this Agreement and all contracts of employment shall pay any and all taxes or payments required to be paid by employers under the provisions of said law. The Producer agrees to provide Social Security benefits under the elective provisions of the Social Security law, if he is not required to provide benefits under the law.

In the event the services of the Actor are not subject to the compulsory provisions of an Unemployment Compensation (Insurance) Law of any state, then the Producer hereby agrees that he will elect to cover the Actor and pay contributions on the earnings of the Actor under the elective provisions of the Unemployment Insurance Law of the State of New York, and/or such other eligible state as Equity may determine to be in the best interests of the majority of the Actors employed by the Producer. In the event, however, the Producer is not eligible to elect to come under the New York State Unemployment Insurance Law, and if Equity has not designated another eligible state, then the Producer agrees to elect to come under the Unemployment Compensation (Insurance) Law of the state where he has his principal place of business, or of the state of the Actor's residence, or of the state where the contract of employment was entered into.

The Producer agrees to elect coverage and to pay contributions within the time required by applicable state law. When such election is made to New York State, the Producer agrees to report the Actor by name, Social Security number and by New York address to the appropriate agency during the first week of the Actor's employment and, in no event, later than the quarter in which the work is performed.

The Producer agrees to execute and file the necessary forms required by the State Unemployment Compensation (Insurance) Law under which he has elected to cover the Actor and shall notify the Actor of his election.

Simultaneously with the posting of security, the Producer shall submit proof, satisfactory to Equity that he has applied for Unemployment Insurance Coverage and deliver a true copy of his application to Equity. The Producer warrants and represents that he will not withdraw such application, nor modify or change it without the written consent of Equity.

In the event any Producer fails to apply for Unemployment Insurance coverage or withdraws or modifies any application for such coverage without the written consent of Equity, or fails to elect coverage within the time required by applicable state law, or fails to pay the required insurance contributions to the appropriate state agencies within the time required, the Producer in that event must pay to the Actor the equivalent of any Unemployment Insurance Benefits the Actor may lose as a result thereby. This obligation shall survive the termination of the Actor's contract of employment.

Equity may require the Producer to furnish satisfactory evidence that he has obtained and maintained maximum Unemployment Insurance coverage for Actors employed by him in accordance with this Rule. If Equity is not so satisfied, it may retain the Producer's Security (Bond) as a fund against claims.
58. **SPLIT WEEKS.**

The Unit Tour Producer may schedule no more than one split performance week in a four, five, or six week playing schedule, and no more than two split performance weeks (which shall not be consecutive) in a playing schedule of seven weeks or more.

   (A) The Stage Manager and Assistant Stage Manager shall receive an additional 50% of contractual salary for each split week.

   (B) All Actors, including Stage Managers and Assistant Stage Managers, shall receive payment at the Overtime rate for the mid-week travel.

59. **STAGE FIGHTING.**

In consideration of the inherent hazards of participation in staged fights, the following regulations shall be followed whenever a production requires the enactment of a fight, either with or without weapons, which constitutes a threat to the Actor's health or person:

   (A) The Actor shall agree in a contract rider to participate in stage fighting.

   (B) A Fight Captain shall be assigned from the company and shall be so designated by rider to the Actor's contract. The Fight Captain shall be the individual assigned responsibility for maintaining stage fights, either with or without weapons, as safely as possible. This function shall require an additional payment of 4% of minimum salary per week to the Actor so assigned.

   (C) All Actors who participate in a fight shall run through the routine before each performance, either at the beginning of half-hour or, at the option of the Actors involved, during the 15 minutes just prior to the half-hour call. Such run-throughs shall not be deducted from regular rehearsal hours. Any change in the nature of this rehearsal, other than cancellation, shall be at the express discretion of the Fight Director or Fight Captain. Performing Actors shall rehearse fights with Understudies. Time shall be allotted for this purpose during the specified rehearsal hours of the production.

   (D) First Aid information and equipment shall be made available to the Fight Captain.

   (E) The inclusion of music shall not affect the determination of what constitutes a staged fight, and Equity shall have the right of such final determination.

   (F) The Fight Captain shall have the authority to direct changes in the actual routine of the fight action as well as request changes in production elements of the fight when such may be essential for the safety of the performers. No fight participant may alter the routine without the approval of the Fight Captain. There may be no changes in the production elements or the fight routine without the agreement of the Producer or the Stage Manager.
60. **STAGE MANAGERS.**

In every company, all Stage Managers and Assistant Stage Managers shall be signed to the appropriate Equity contract.

(A) There shall be no fewer than one Stage Manager, one Assistant Stage Manager and one Second Assistant Stage Manager for each theatre. At outdoor theatres, the Producer will consult with the Stage Manager regarding the utilization of the Stage Managerial team in order to provide adequate coverage of all rehearsal spaces and to ensure safety on the deck during performances.

(B) In every Package Tour touring there shall be a Stage Manager, a non-performing First Assistant Stage Manager, and a non-performing Second Assistant Stage Manager. If said Package tour does not travel with a second Assistant Stage Manager, each receiving theatre shall employ a second Assistant Stage Manager for the production.

(C) In every Unit Tour touring more than two weeks, there shall be a Stage Manager, a non-performing First Assistant Stage Manager, and a non-performing Second Assistant Stage Manager.

(D) The Stage Manager and required Assistant Stage Managers shall not be permitted to act except in an emergency, nor shall they be permitted to understudy, be Dance Captain or be a Swing.

(E) The SM and required ASMs shall be in attendance in the theatre during all performance and a SM or an ASM shall be in attendance at all rehearsals.

(F) Pre-production and Post-production. No Stage Manager or Assistant Stage Manager shall perform work of any nature for a Producer until he has received instructions from the Producer and has signed an appropriate contract (after security has been properly posted with Equity.)

1. Each Stage Manager shall be employed no less than one week prior to the first day of rehearsals for the first production to which he or she is assigned. The Stage Manager also shall be employed no less than three days prior to the first rehearsal for each subsequent production to which he is assigned.

2. In the event a Stage Manager is engaged as a replacement after the season or production has begun, he shall receive contractual salary from his first day of employment.

3. Any Stage Manager or Assistant Stage Manager called to perform services prior to the beginning of his contract or after the Season, Production, Package Tour, or Unit Tour has closed, shall be paid no less than 1/6 of applicable contractual salary for each day of performing said services.
(4) Each required ASM shall be employed no less than one day prior to the first day of rehearsals for each production to which he or she is assigned.

(G) There shall be a minimum rest period of 12 hours between the end of work on one day and the beginning of work on the next day, except when the company has elected an 11 hour rest period. (See Rule 20(C), DAYLIGHT DAY OF REST, FULL DAY OFF AND REST PERIODS). In addition, this period may be reduced to 10 hours on the night before an opening or a change over or after a post midnight tech or dress rehearsal. If any of these rest periods are invaded the Stage Manager and/or Assistant Stage Manager shall be paid at the Overtime rate as designated in this Agreement.

All members of the Stage Managerial staff shall receive time off equivalent to the Daylight Day of Rest required for Actors or shall receive $\frac{1}{6}$th of contractual salary for each such Daylight Day of Rest not received.

(H) Meal breaks shall be the same intervals as for Actors, but not necessarily at the same time. Any Stage Manager or Assistant Stage Manager who is deprived of a meal break shall be paid for the lost break period at the Overtime rate.

(I) The Producer shall not require the Stage Manager or Assistants to remain in the theatre after the final curtain to arrange special transportation, i.e., beyond the regular transportation for the company.

(J) During any week a Resident Stage Manager (including Assistant Stage Managers) rehearses and performs in consecutive productions, the Stage Manager shall receive an additional $\frac{1}{14}$th of the applicable minimum salary for each rehearsal day of the subsequent production. During any such week, the Stage Manager's restriction on rehearsal hours on a one-performance day shall be 7 out of 8½ hours.

(K) Duties and Obligations of the Stage Manager. It is agreed that the Stage Manager's function is a full-time one. The Stage Manager must not be required to function in areas that impinge upon his primary duties as a Stage Manager.

(1) A Stage Manager under Actor's Equity Contract is, or shall be, obligated to perform at least the following duties for the Production to which he is engaged, and by performing them is hereby defined as the Stage Manager.

The Stage Manager shall:

(a) Be responsible for the calling of all rehearsals, whether before or after opening.

(b) Assemble and maintain the Prompt Book, which is defined as the accurate playing text and stage business, together with such
cues, plots, daily records, etc., as are necessary for the actual technical and artistic operation of the Production.

(c) Work with the Director and the heads of all other departments, during rehearsals and after opening.

(d) Schedule rehearsals and outside calls in accordance with Equity’s regulations.

(e) Assume active responsibility for the form and discipline of rehearsal and performance and be the executive instrument in the technical running of each performance.

(f) Maintain the artistic intentions of the Director and the Producer after opening, to the best of his ability. This duty includes the calling of correctional rehearsals of the company when necessary, and the preparation of the Understudies, Replacements, Extras and Supers, when and if the Director and/or the Producer declines this prerogative.

(g) Keep such records as are necessary to advise the Producer or the Producer’s designated representative on matters of attendance, time, , or other matters relating to the rights of Actors.

(h) Maintain discipline, as provided in the Equity Constitution, By-Laws and Rules where required. (Any disciplinary action may be appealed in every case to Equity.)

(2) The following are not Stage Managerial duties and members of the Stage Managerial staff shall not be required to:

(a) Transport the company from theatre to theatre, to or from airports, bus or train stations, or be responsible for the maintenance of any vehicle.

(b) Design, build, hang, operate, maintain or shop for lights, sound, scenery, props or wardrobe, etc.

(c) Arrange for living accommodations for the company. However, the Advance Stage manager may transmit basic housing information and requests.

(3) Activities Prohibited. Members of the Stage Managerial staff are prohibited from:

(a) Making of payrolls or any distribution of salaries or other payments.

(b) Handling contracts, having riders signed or initialed, or any other function which normally comes under the duties of the General Manager or Company Manager.

(c) Signing closing notice of the Company or the individual notice of an Actor on termination of contract.
(d) Performing the duties that are properly those of stagehands or box office personnel.
(e) Participating in ordering of food for the company.
(f) Doing janitorial, custodial or building maintenance work as part of their Stage Managerial duties.
(g) Using personal cash, credit card, cell phone and/or phone card on behalf of the Producer.

(L) It shall not be a condition of employment that any member of the Stage Managerial staff owns a motor vehicle.

(M) Stage Manager's Booth. Any booth or room, separate from the stage area from which the Stage Manager must call cues, must be equipped for air circulation, heating, safety, safe access and proper lighting as provided in Rule 53(A).

(N) Prior to leaving a theatre, the Stage Managerial staff shall be given an emergency telephone number where the Producer of the theatre receiving a Unit Tour or Package Tour can be reached.

(O) The Council shall have the power from time to time to define the meaning of the word "Stage Manager" and may alter, change or modify the meaning of "Stage Manager" as hereinabove defined.

61. **SUBSIDIARY RIGHTS – EQUITY CODE PRODUCTION.**

Should an Equity Code production be produced under this contract within three years of its being done as an Equity Code production, all Actors who appeared in said production shall receive a bona fide offer to appear in the same role, or three weeks' minimum Musical Stock and Unit Attraction salary in lieu thereof.

The above will be the sole obligation on the part of the Producer. This above clause is not applicable where the subsequent production under the Musical Stock and Unit Attraction contract is not the first commercial presentation of the play within three years.

62. **TELEVISING, RECORDING, BROADCASTING AND MOTION PICTURE.**

(A) There shall be no televising, broadcasting, visual and or sound recording, motion picture filming, or videotaping, in whole or part of any production in which Actors are employed under the terms of this Agreement without the express permission of Equity and under the terms and conditions established by it. This prohibition shall be in effect from the beginning of employment until 16 weeks after the production has closed.
(B) TV or Radio Spot Commercials for Package Tours and Sit Down Productions.

1. Equity will permit the Actor to make a TV or Radio spot commercial of one minute or less duration promoting the theatre or production, if no less than the applicable SAG or AFTRA minimum is paid the Actors.

2. If a TV commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall receive no less than the applicable SAG or AFTRA minimum.

3. When a Stage Manager is required to do any work in connection with a TV or Radio commercial, the Producer shall pay no less than the applicable SAG or AFTRA minimum of a Principal (on camera) to such Stage Manager(s).

4. The above notwithstanding, Equity will permit the signatories to this Agreement to utilize film or videotape footage of the specific production which has been shot at a signatory’s theatre under the provisions of (D) or (E) below, to be used in the production of a commercial of up to one minute to promote the specific production at the Signatory’s theatre. In the case of a package tour, the signatories may, with the permission of AFTRA/SAG, share in the production and/or use of such a commercial.

In this instance only, Equity shall not require additional compensation be paid to the Actor for such usage, providing the following conditions are met:

   a. the footage was shot during a regularly scheduled rehearsal or performance;
   b. all the provisions in (C) below are strictly in force; and
   c. AFTRA and/or SAG concurs.

Any commercial made under this provision may be used only to promote the specific production at the Signatory’s theatre for a maximum of five weeks and may not be used by any other Producer or theatre, except that in the case of a package tour, the signatories may, with the permission of AFTRA/SAG, share in the production and/or use of such a commercial.

(C) TV, Radio Spot Commercials for Unit Tours.

1. Equity will permit the Actor to make a television or radio spot commercial of three minutes or less duration promoting the theatre or production provided the Actor is signed to the applicable SAG or AFTRA Contract.

2. If a TV commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall be signed to the proper SAG or AFTRA Contract.
(3) When a Stage Manager, Dance Captain, or other Actor is required to do any work other than performance in connection with a television or radio commercial, the Producer shall pay said Actor the same rate as a Principal Actor (including residuals) in addition to payments required if Actor also performs. All terms of the SAG/AFTRA Contract will be applicable to all commercial use identified herein in paragraph (C)(1) except as identified in paragraphs (C)(4) below.

(4) Producer shall have the option of applying the standard AFTRA/SAG Commercial Agreement or the following:

(a) For each one year period, (commencing in accordance with the time period specified in the AFTRA/SAG Agreement), each Actor appearing in the commercial shall be paid the “Dealer” rate as contained in the applicable AFTRA/SAG Agreement; provided, however, that Chicago and Los Angeles may be eligible for the “Dealer” rate only if the engagements in either of those cities is 12 weeks or less.

(b) There shall be no holding fees. Commercials may be telecast in any market (other than New York at any time during the covered period and in a non-consecutive manner as permitted pursuant to these provisions.

(c) The Producer shall be permitted to make any number of commercials from the same footage shot during the same session using the same Actor. In such event, no additional session or use fee shall be due except as indicated below. If Producer uses an Actor in one commercial in a lesser payment category and then uses the Actor in a subsequent commercial in a higher category, Producer will pay to the Actor the difference in the session fee as well as any adjustment in the use fee as may be required under the AFTRA/SAG Agreement.

(5) Cable.

(a) The current SAG/AFTRA Cable Experimental Agreement shall apply.

(b) If, during the term of this Agreement, AFTRA/SAG adopt terms and conditions involving cable that are different from current terms and conditions, then, said different terms and conditions shall apply to this Agreement.

(6) Stars. Producer may create new footage at a regularly scheduled performance for the exclusive purpose of incorporating new stars into a pre-existing commercial provided all Actors seen in the newly incorporated footage are paid pursuant to the terms and conditions contained herein. Payment shall be due Actors in the new-star commercial only if they have not been paid for the pre-existing commercial or if they are now in a higher payment category.
(7) Notice. There must be at least 24 hours' notice to the Actors and Equity prior to any taping or filming for a commercial.

(8) Session Fee. Except as identified above in paragraph (C)(4) and (5), when a commercial is taped or filmed, every Actor called shall be paid not less than the applicable AFTRA/SAG session fee in addition to any use fees which may be applicable. If the commercial is taped or filmed during a performance, those Actors performing during that performance, including Stage Managers who are performing their functions for that performance, will be paid the applicable AFTRA/SAG session fee in addition to any use fees which may be applicable, pursuant to the applicable AFTRA/SAG Contract.

(9) Newscast Footage. Under no circumstances may footage taken pursuant to paragraph (D) below be used to produce a commercial without Equity's prior written consent, which will not be unreasonably withheld or delayed. In the event the Producer violates this provision, each Actor present at the call when the footage was taped/filmed shall be paid double the applicable AFTRA/SAG session fee in addition to any use fees which may be applicable, pursuant to the applicable AFTRA/SAG Contract.

(D) Promotional B-Roll Requested by Producer – All Productions.

(1) The recording of B-roll footage may take place pursuant to and in accordance with this paragraph without additional compensation, during a scheduled rehearsal, dress rehearsal or performance. It is understood and agreed, however, that enhanced lighting and multiple takes may occur during such rehearsal, dress rehearsal or performance provided that in the event an excessive number of takes transform the rehearsal into a "session," then the applicable AFTRA/SAG session fee shall be due every Actor at the call. Further, in the event that particular Actors are requested to come in early or stay later for retakes or special shots, such Actors shall likewise be paid the applicable AFTRA/SAG session fee(s) that may be due.

(2) Such footage may be shot at a rehearsal after the first public performance of the production specifically called for such purpose provided such rehearsal is shot as a run-through and counted against rehearsal hours and paid at the overtime rate. A limited number of retakes is allowed.

(3) The B-Roll is limited to 30 minutes in total with no individual scene or musical number lasting more than 3 minutes or shown in its entirety.

(4) Upon contemplation of the shooting during a rehearsal, the Producer shall make every reasonable effort to give the cast 24 hour notice. If the time of the shooting is changed, the Producer shall notify the cast of such change and of the re-scheduled time.
(5) A Stage Manager signed to the Equity contract is required at every shooting.

(6) No payment shall be required hereunder provided no payments are made to any other personnel employed in the production.

(E) **TV or Radio Newscast, Three-minute Excerpt – All Productions.**

(1) Film, video or digital footage may be taken of the production only for exclusive use on a TV or radio newscast review of the production or a featured story on the production contained within the TV or radio news program.

(2) The recording of B-roll footage may take place pursuant to and in accordance with this paragraph without additional compensation, during a scheduled rehearsal, dress rehearsal or performance. It is understood and agreed, however, that enhanced lighting and multiple takes may occur during such rehearsal, dress rehearsal or performance provided that in the event an excessive number of takes transform the rehearsal into a "session," then the applicable AFTRA/SAG session fee shall be due every Actor at the call. Further, in the event that particular Actors are requested to come in early or stay later for retakes or special shots, such Actors shall likewise be paid the applicable AFTRA/SAG session fee(s) that may be due.

(3) The following conditions shall apply:

   (a) **During a Rehearsal.**

   (i) Shooting of footage and interview session shall not exceed 30 minutes of the rehearsal.

   (ii) The Stage Manager shall file a report with Equity giving the time utilized for shooting the footage and interview session. The Deputy shall initial said report.

   (iii) Upon contemplation of the shooting during a rehearsal, the Producer shall make every reasonable effort to give the cast 24 hour notice, schedule only three filming or taping sessions and all stations must do their shooting within those three times. If the time of the shooting is changed, the Producer shall notify the cast of such change and of the rescheduled time.

   (b) **During a Performance.**

   (i) Only 30 minutes of footage may be shot.

   (ii) If possible, the cast must be given 24 hours' notice.

   (iii) When cameras are going, cast must be given notice at the half-hour call.
(iv) There shall be no shooting of footage where there is any interference with the performance such as the requirement for additional lighting or the movement of equipment.

(4) No more than three minutes of any film or taped portion of the performance or rehearsal shall be shown on the TV or radio news broadcast. Such three-minute film or tape must not contain an entire self-contained number or scene.

(5) A Stage Manager signed to the Equity contract is required at every shooting.

(6) No payment shall be required hereunder provided no payments are made to any other personnel employed in the production.

(F) For any violation of paragraph (D), other than violations of unauthorized subsequent uses of the film or tape, the Producer shall pay one week's contractual salary to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil, or criminal, that arise under a breach of Paragraph (D), which the Actor has against the Producer or any third party.

(G) Other Promotional Uses of B-Roll Footage – All Productions. The Producer and Actors' Equity acknowledge that consistent and varied promotion and advertising of theatrical productions will promote long term employment for all performers employed in legitimate theater productions and that the recording of the material and uses contemplated by this provision are intended to achieve this objective.

(1) No Payment Required (Exceptions Noted). The right to use B-Roll footage on television newscasts, soft news programs and talk shows shall continue without additional compensation provided such footage is created and used in accordance with the terms and conditions set forth below.

(a) Press Reels: Producer can use clips of up to a total of three minutes of performance and/or rehearsal footage (of which no continuous sequence shall exceed 30 seconds) for each production included on the Press Reel.

(b) Web Sites: Up to a total of five minutes of rehearsal and/or performance footage (of which no continuous sequence shall exceed 30 seconds) may be used either in a directory or multiple show format (i.e., "I Love New York" format) or by an individual Producer on behalf of a particular show or group of shows. Neither merchandise promotion nor ticket sale information shall be presented on the same "page" as the foregoing, but may be presented on a separate "page". However, the page containing B-Roll may indicate how to get to the page that does have information
about merchandise or tickets. It is also understood that there may be no promotion of any other product(s) on the "page" where the B-Roll footage will be seen without Equity's prior written consent. If voice-over or other live Actor work performance is required in addition to the permitted performance footage; the applicable AFTRA/SAG Agreements shall apply to such voice-over or other work.

(c) **News and Current Affairs Programs**: Producer can use clips for up to three minutes in total time on each such show.

(d) **Entertainment Talk Shows**: Promotional clips may also be used on entertainment programs subject to the following terms and conditions:

   (i) The clips (not more than two on any one program) must be used as part of a bona fide interview in which the production is being promoted.

   (ii) The total amount of usage of Equity show clips on a program cannot exceed two minutes. Furthermore, a clip cannot contain all or substantially all of a musical number.

   (iii) The Actor being interviewed and any other Actor featured in the clip has given written consent to use of the selected clip.

   (iv) Clip usage is restricted to currently running productions only.

(e) **Sales Kiosk, In-Store or Lobby Loops**: No additional payment shall be due the Actors if footage from a commercial which is generating payments to actors is used. Once the commercial cycle and applicable payments cease, the loops may be used only if the Actors seen in the footage are paid not less than the applicable non-broadcast rates. All Equity footage on these loops shall contain the Equity logo for the entire duration of the Equity footage and shall be sufficient in size as to be legible, e.g., cable and network logos on television. In no event may any Equity loop footage be used to promote non-Equity productions.

(2) **Payment Required**.

(a) The Producer may use footage from any B-roll provided Actor has given consent to such use or news footage for purposes of promoting the theatrical production for a single AFTRA/SAG fee to each Actor appearing in such footage in the following venues:

   (i) **Educational**: Up to a total of 15 minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.
(ii) **Tour Bus**: Up to a total of 15 minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(iii) **Sales Kiosk, In-Store or Lobby Loops**: Up to a total of six minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety. (Note. See also 1(f) above for the creation and use of loops from commercial footage.)

(iv) **Group Sales**: Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(v) **Corporate**: Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(vi) **Movie Trailers and Billboards**: Up to a total of three minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety.

(vii) **In-flight and In-house Hotel**: Up to a total of eight minutes of rehearsal and/or performance footage from a show provided no number or scene is shown in its entirety. The footage may either be presented on a multiple show directory or on an individual show or multiple show basis so long as it is presented along with either soft news, cultural or tourist information.

(b) Footage from commercials may be used for any or all of the above upon payment of the applicable AFTRA/SAG fee for such use.

(c) Actors’ Equity shall not apply any additional fees for the above uses provided the Producer fully complies with all of the terms and conditions set forth herein.

(d) The above permitted uses shall not include the sale of videos or DVDs or the endorsement of any commercial products.

(H) **Cast Album**. A Producer wishing to make a Cast Album shall use the provision of Equity’s Production Contract.

63. **TERMINATION.**

(A) **Notice**.

(1) It is the essence of all employment contracts that all notices thereunder, Company and individual, must be in writing. Copies of all notices must be filed with or mailed to Equity forthwith by the party (Actor or Producer), giving notice. Full power is reserved to the Council of Equity
to grant relief from this Rule where, in its opinion, the person or persons to whom notice is given has not or have not been misled or injured.

(2) All notices shall be given in writing to the Producer or his designated representative. Notices to the Actor must be given to him personally in writing unless the Producer has procured the address of the Actor, in which case, unless otherwise provided, it may be given by certified mail or telegram. The Company Closing Notice shall be posted on the Callboard.

(3) Notice must be given by either party to the other before the Actor leaves the theatre after the first public presentation of each play, or if any play runs for more than one week, before the Actor leaves the theatre on the first public performance of any subsequent week, therefore, notice may not be given during a lay-off week.

(4) In the case of a Package Tour, the Actor must give notice to each Producer with whom the Actor has signed a contract.

(5) Just Cause. No Actor may be discharged except for "just cause" which shall include, without limitation, artistic and disciplinary reasons. When requested by the Actor, the Producer must furnish his reasons for dismissal to the Actor and to Equity, in writing, within two weeks of such request. Equity may then investigate the basis for said dismissal. If Equity desires to challenge any discharge, then the matter shall be submitted to arbitration in the manner provided in Rule 4, (ARBITRATION). (See also Rule 27, DUTIES OF THE ACTOR.)

(B) Term Contracts. Notwithstanding (B), (C), and (D) above, Term Contracts, see Rule 17(F)—Term Contracts, may only be terminated in accordance with the following:

(1) Notice of Closing. The Producer shall give to all Actors signed to Term Contracts one week's individual notice in writing of the closing of the production and Company or pay one week's salary in lieu thereof.

(2) Termination. Term Contracts, except as they may be terminated in accordance with Rule 63(H) and (I) — TERMINATION FOR ILLNESS OR ACCIDENT, Rule 45 PERFORMANCES LOST, or as specified in (3) below, EGREGIOUS BEHAVIOR, terminate on the date stipulated in the individual contract of employment without notice, provided that a Principal Actor engaged under a Term Contract may agree to continue with the Production after the expiration of the period of employment contracted for, without entering into a new contract, but from and after the expiration, Actor shall be deemed to be employed under all the terms and conditions of the Standard Contract.

(3) Egregious Behavior. Actors on a Term Contract may be terminated for egregious behavior.
(C) Individual Termination for Standard Contracts Before Rehearsals. A Resident Contract For Stock (Principal or Chorus), or a Stock Jobbing Contract (Principal or Chorus), or a Unit Contract For Stock (Principal or Chorus) may, before the beginning of rehearsals, be terminated as follows:

(1) The Actor earning two times the minimum Actor salary per week or less, or the Producer may terminate a contract in the following manner.

   (a) Prior to Three Weeks Before Reporting Date. The Actor or Producer may give written notice to the other party at any time prior to three weeks before the reporting date on the face of the contract without further obligation to the other party.

   (b) During the Three Weeks Prior to the Reporting Date. Said Actor or Producer may terminate a Resident or Unit contract by giving written notice to the other party and paying to the other party two weeks' contractual salary or may terminate a Jobbing contract by giving written notice to the other party and paying the other party one week's contractual salary.

(2) The Actor earning more than two times the minimum Actor salary but not more than $5,000.00 per week, or the Producer, must give written notice to the other party at least three weeks' prior to the reporting date specified in the contract and pay to the other party two weeks' contractual salary.

(3) The Actor earning more than $5,000.00 per week, or the Producer, must give written notice to the other party at least six weeks' prior to the reporting date specified in the contract and pay to the other party one week's contractual salary multiplied by the number of weeks of employment guaranteed in the contract.

(4) Should the Producer after having engaged his entire Chorus, release without obligation any individual Chorus Actor so engaged at the request of said Chorus Actor, he may hold an additional audition without payment for the purpose of replacing said Chorus Actor.

(D) Individual Termination for Standard Contracts During Rehearsals. Termination by the Actor during rehearsals shall be by mutual agreement only. Termination by the Producer shall be subject to (A)(5) above.

(E) Individual Termination for Standard Contracts After Opening.

(1) Either party may terminate the employment contract at any time on or after the date of the first public performance of the play by giving the other party two weeks' written notice. (See also (A)(5) Just Cause).

(2) If the production is scheduled to run for two weeks or less, the contract shall terminate automatically at the end of the run of the production.

(3) Package Tours. After the initial opening of the Package Tour, subsequent consecutive jobbing contracts for either Principal Actor or
Chorus may be terminated by the Actor giving two weeks' notice and paying the Producers of the first theatre at which he will not perform two weeks' contractual salary or a sum equal to his outstanding contractual obligation, whichever is less. (See also (A)(4).) Termination by the Producer shall be subject to (A)(5) and (E)(1) above and shall be given by the Producer of the first theatre at which the Actor will not perform. Such termination shall be considered effective for all subsequent consecutive jobbing contracts unless otherwise stated.

(F) Should the final production of the season be originally scheduled for two or more weeks and should the Actor employed on a Resident Contract for Stock give individual notice of termination which notice terminates his employment during the originally scheduled run of the final production, said Actor shall then be obligated for his own return transportation.

(G) Extension of Tour or Season. Should the tour or season be extended by the Producer beyond the originally announced closing date, announcement of such extension shall be made by the Producer no less than two weeks prior to the original termination date. Within seven days of this announcement, the Actor, at his option, may terminate his contract upon written notice, said termination to coincide with the originally announced closing. In this case, the Producer shall provide transportation returning Actor to the Actor's place of residence as per Rule 64 (TRANSPORTATION AND BAGGAGE). Written notice under the above conditions may be less than two weeks.

Should the Actor agree to remain in the production for the extension of the tour, or at the theatre for the extension of the season, a written agreement between the Producer and Actor so stating shall be executed and a copy filed with Equity. In no way shall this preclude the Actor from giving two weeks' notice at any time.

(H) Termination Due to Illness or Accident During Rehearsals. When the Actor shall have absented himself from rehearsals for four days by reason of illness or accident not involving "extraordinary risk," the Producer may terminate his contract in writing at the end of said four days. Equity may, at its discretion, upon appeal of the Producer, reduce this period.

(I) Termination Due to Illness or Accident During Performance Week.

(1) The contract of an Actor on a Unit Tour who is unable to perform due to illness or accident not involving "extraordinary risk" shall be subject to termination in writing at the Producer's option on the day following seven consecutive days of non-performance.

(2) The contract of an Actor on a Resident or Stock Jobbing contract who is unable to perform due to illness or accident not involving "extraordinary risk" shall be subject to termination in writing at the Producer's option on the day following four consecutive days of non-performance.
(J) **Additional Provision.** Actors whose contracts are terminated under the above Sections (F), (G), or (H), shall be entitled to return transportation, and payment for all services to date. Actors whose contracts are terminated by the Producer under the above Sections (C) or (D), shall be entitled to return transportation and any other payments as may be required. In addition, Actors whose contracts are terminated under the above Sections (G) or (H) shall be entitled, if otherwise qualified, to the payments specified in Rule 33 (ILLNESS AND SICK LEAVE) and Rule 34 (INJURY AND SUPPLEMENTAL WORKERS' COMPENSATION PLAN).

(K) **Actor's Obligations After Giving or Receiving Notice.** After an Actor has been given notice, or gives notice, he shall not be called for rehearsal of any subsequent production in which he will not perform.

(L) **Payment by Actor.** If, after opening, the contract is terminated by the Actor (except as provided for in (F), (G), or (H) above) he agrees to pay his own fare back to his place of residence, and to reimburse the Producer for any fare the Producer may have to pay for the Actor's successor up to an amount not exceeding fare from the departing Actor's place of residence to the point where said successor joins the company, whether for rehearsal or performance; except that a Chorus member shall be liable for the fare of his successor as stated herein only if said Chorus member terminates the contract solely for the purpose of fulfilling another engagement or where the employment is terminated during the originally scheduled run of the final production. Anything herein to the contrary notwithstanding, should the Actor give notice at any time after six consecutive weeks of employment hereunder from the date of opening, terminating the contract, he shall only be liable for his own return transportation and not the transportation of his successor which shall be paid by the Producer.

(M) **Payment When Actor is Not Allowed to Work Out Notice.** Where notice is given the Actor, he shall be paid immediately when he is no longer called upon to perform and he may forthwith accept other employment.

(N) **Rights After Giving Notice When Actor Secures New Engagement.** Should either party give the other any notice permitted under his contract which terminates the same at any future date and should the Actor have or secure a new engagement, he shall be permitted to attend rehearsals under the new engagement as may be necessary and as do not conflict with his performances under his then existing contract.

(O) **Additional Payments and When to be Given.** If individual notice of termination is given by the Producer, he agrees to pay the Actor in cash the amount of the cost of transportation of the Actor and his baggage back to his place of residence, whether the Actor returns immediately or not.

(P) **Actor Re-engaged or Replaced.** Should a Producer dismiss or give an Actor notice whereby he terminates his employment, he may not later re-engage
him for the same part or replace him with another Actor at a lesser salary than the highest salary in the original contract, without the written consent of Equity.

(Q) **Permanent Replacement.** If a Principal Actor's employment is terminated, a contract for replacement must be negotiated and signed between the Producer and the Understudy or other Replacement no later than two weeks after the Actor's last performance in the production.

(R) **Number of Chorus for Unit Tour.** When the maximum number of Chorus in a Unit Tour is achieved during the rehearsal period, the number of Chorus Actors shall not be reduced either during the subsequent rehearsal period or during the run of the production, unless a Chorus Actor: (a) terminates his own contract with proper notice; and (b) said termination becomes effective two weeks or less prior to the closing of the production. In the case of more than two such terminations, the Producer may either replace the terminated Chorus Actors or re-stage the production to account for the lesser number of Chorus Actors. Such re-staging does not fall within the normal responsibilities of the Stage Manager or the Dance Captain.

64. **TRANSPORTATION AND BAGGAGE.**

(A) **Transportation of the Actor.**

(1) **Beginning and End of Employment.** Except as specifically changed or modified herein, the Producer shall, at his own expense, transport the Actor when required to travel from the Actor's residence as given by the Actor to the Producer prior to signing of a contract, which address shall conform to that registered with Equity, to the location where the rehearsal and/or the first public performance occurs, and at the conclusion of the engagement, shall return the Actor to his residence. This transportation shall be by the most direct public means available to Producer. The preferred method of transportation shall be by air on a certified airline. However, the Actor shall not be compelled to travel by air without his written consent, subject, however, to the provisions of (D) of this Rule. In each and every case, it shall be entirely in the determination of the Actor to decide whether or not he wishes to travel by air. When air travel is not appropriate, or is rejected by the Actor, and arrival at the destination may be effected by either train or bus travel, train travel shall be used unless Equity authorizes otherwise.

(2) The Producer shall furnish the Actor with the necessary tickets or their cash equivalent (at the Actor's option) from the place of residence as stated on the face of the contract, at least 10 days in advance of the reporting date. If, in an emergency, it should become impossible for the Producer to comply with the above requirements, the Producer shall reimburse the Actor upon his arrival in an amount equal to the actual sum spent by the Actor for transportation, but in no event less than the Producer's actual cost of applicable air transportation.
(3) Anything in the foregoing to the contrary notwithstanding, the Actor and the Producer may agree in writing as to routes, modes of transportation, and payment to the Actor. In no event, however, shall any such agreement provide for a payment to the Actor of a sum less than the cost of applicable public transportation from the Actor's residence to the theatre and return, except where the provisions of (D)(2) of this Rule have been invoked.

(4) Incidental Travel Expenses. The Actor shall be reimbursed for all incidental travel expenses incurred in transporting himself and his luggage from his residence at the beginning of employment and to his residence at the end of employment. The Actor shall provide actual itemized receipts to account for said expenses incurred in such travel. These expenses may include the cost of a taxi when such is the most expedient mode of transport to the bus or train station or airport. They may also include porter fees not to exceed $1.00 per piece of luggage. Producer shall make reimbursement for all such incidental travel arrival expenses within a reasonable time upon presentation of receipts when the Actor arrives at the theatre. All departure expenses due shall be paid at the time of the final week's salary payment. If the Actor returns to the same city from which he departs, all departure expenses due shall be paid with his final week's salary. If the Actor goes to a different city, he shall be reimbursed for these expenses upon presentation of his itemized receipts to the Producer, but in no event for more than the Actor's incidental travel arrival expenses.

(B) Transportation of Company Between Theatres On Unit Tour or Package Tour.

(1) The Actor must be given 48-hours’ notice of meal arrangements for all travel.

(2) Travel Time; Computation; Maximum.

(a) Travel time shall be computed from the first bus call to the arrival time at the last hotel in the city of destination. The bus call shall be at least 15 minutes prior to the actual bus departure time for the purpose of loading luggage and boarding. When Actors are lodged at more than one hotel, the Producer shall schedule a pickup at each lodging, allowing 15 minutes for loading at each location. If an Actor is responsible for delay at any time, such delay time shall not be counted as part of the travel time.

(b) Maximum travel time allowed between theatres before Overtime is due shall in no case exceed 10 hours.

(c) Travel After A Performance. The Stage Manager may travel with the crew and/or set to the next theatre following an evening performance. The Producer may schedule travel following a matinee performance, provided the Actors arrive at their lodgings
by 1:00 AM. If such travel is scheduled to begin within 1½ hours of curtain down, the Producer shall provide a meal at the theatre after the matinee or provide box suppers for the journey.

(d) When an Actor is required to travel independently to a central departure point (i.e., theatre, bus or train station, airport, etc.), from a location on the Producer's housing list, travel time shall include the time required to travel by taxi from said lodgings to the central departure point, plus 15 minutes for loading.

(C) **Train Travel.** Day Coach transportation is limited to 10 hours daily. Night transportation shall include individual Pullman sleeping accommodations, which shall be no less than a roomette, if same is available. Should the Producer present proof satisfactory to Equity that Pullman sleeping accommodation could not be obtained, the Producer shall pay the Actor an amount equal to the cost of a roomette only, without taxes or other excess charges. Failure to do so shall obligate the Producer to pay the Actor the difference between the total cost of first-class Pullman transportation including a roomette, taxes and other excess charges included, and the amount of coach transportation.

(D) **Air Travel.** The Actor shall not be compelled to travel by air without his consent and in each and every case, it shall be entirely within the determination of the Actor to decide whether he wishes to travel by air or not. Air travel, if consented to by the Actor, must be by the most direct route on a certified airline. Air travel on non-scheduled or private carriers shall be permitted only with the prior written consent of Equity and the Actor.

1. Air excursion or group travel tickets may be substituted for full-fare coach provided such flights originate between 8:00 AM and 8:00 PM and are less than five hours in duration. See also Rule 22(F)(2) Unit Attraction. An Actor may not be required to arrive early or stay at the theatre after the conclusion of his engagement in order to take advantage of excursion or group rates. An Actor who has other employment which prevents participation in a group air travel plan or excursion rate as arranged by the Producer shall be entitled to reimbursement for the full cost of his travel from point of engagement to the theatre, even though the costs are greater than the group or excursion fare.

2. Upon presentation to Equity of evidence of a special arrangement with an airline or corporation for free or reduced cost air travel for his employees, Equity will permit the Producer to require actors to use such air transport in traveling to and from the engagement. Such requirement for air travel as scheduled by the theatre shall be posted at auditions and in all casting announcements.

The Actor shall give consent to the travel arrangement in a rider to be signed at the time of the contract signing. The rider shall indicate the availability of an open ticket or the date and time of the specified flight.
Language shall be included in a Rider to the Actor's contract indicating the use of the provisions of Rule 64(D)(2).

After signing the rider, any Actor who uses other means of travel in lieu of the flight pre-arranged by the Producer need not be reimbursed for the cost of such transport. However, any Actor for whom air travel would not be the reasonable choice for travel from his residence to the theatre, shall be reimbursed for the cost of travel by surface transportation.

If delay enroute in air travel occurs, all expenses usually paid for or furnished the traveler under first-class air travel, and not paid to the Actor by the airlines, shall be reimbursed to the Actor by the Producer. When travel by air is delayed, due to no fault on the part of the Producer, a grace period of one hour shall be applied before overtime shall apply. When incurred, the next four hours shall be paid at the applicable overtime rate. Any remaining overtime travel hours shall be applied to the allowable hours of the following day. Should such application result in overtime for the following day, overtime payment shall be due from the first hour on that day.

(3) The Producer shall designate that the Actor's baggage be transported either by air freight or air excess baggage. If the Producer designates airfreight, the Actor shall be given at least 48 hours notice thereof, so as to arrange for such transportation. The cost of baggage transportation, not to exceed 125 pounds, will be borne by the Producer. Each piece of the Actor's luggage must conform to airline standards for weight and size. If such standards do not provide for the full 125 pounds to travel without additional charge, the Producer shall transport, by a method of his choice, the remaining poundage up to the 125 pounds. Should the Actor not comply with the airline standards, any additional cost for transporting the baggage on the airline shall be paid by the Actor.

(E) Automobile Travel. An Actor who travels by automobile instead of by the means arranged by the Producer, and with the permission of the Producer, from his residence to the first place of engagement shall receive a sum equivalent to the lesser of the Producer's cost of transportation or the IRS automobile mileage reimbursement rate, and upon completion of the tour, shall be similarly reimbursed in returning to his place of residence.

During a Unit Tour or Package Tour, the Actor may use inter-city automobile travel only with the permission of the Producer, which permission shall not be unreasonably withheld. In such event, the Actor shall be reimbursed for all travel expenses (verified by receipts) up to the lesser of the Producer's cost for transportation of any other Unit company member or the IRS automobile mileage reimbursement rate. No reimbursement shall be required when the company is traveling by chartered means, or when non-refundable tickets have been purchased by the Producer for the company. All of the above reimbursements are, however, subject to any special arrangement with an airline or corporation.
by Producer which has been approved by Equity and which may eliminate any and all such reimbursements. (See D(2) Air Travel)

(F) **Bus Travel.** Bus travel shall not exceed 10 hours. A chartered commercial bus may be used to transport the entire company between theatres.

1. The Producer agrees that the bus for such inter-city travel shall be equal in comfort, condition and safety to those used by first-class long distance bus companies. The bus shall be in good mechanical conditions, and shall provide the following accommodations and safety devices which shall be in good working order:
   
   a. Air conditioning and heating;
   b. Toilet facilities which are clean and sanitary at the onset of travel;
   c. Separate luggage quarters;
   d. Clean windshield and windows at the onset of travel.

2. The following services shall be provided at no additional cost to the Actor:
   
   a. Loading and unloading luggage onto or from the bus;
   b. Delivering the bus at least 30 minutes prior to the departure times for luggage loading.

The conditions listed above in (F)(1) and (F)(2) shall be set forth as a rider to the Producer's contract with the bus company.

(For intra-city bus travel requirements, see Rule 32(C), HOUSING AND LOCAL TRANSPORTATION).

3. A bus call shall have the same force and effect as a train call and shall not exceed 30 minutes prior to scheduled departure. The Actor shall be prompt for such calls. If an Actor is responsible for a delay at any time, such delay shall not be counted as part of travel time.

4. There shall be a minimum of one ten-minute comfort stop during each two hours of travel, unless there are lavatory facilities on the bus which are clean and sanitary at the onset of travel.

5. Within the first four-hour travel period, there shall be a meal stop of not less than one hour. After the first stop, meal stops shall occur at reasonable intervals. If, however, the trip does not commence until after 12 noon, the first meal stop need not occur for five hours.

(G) **Rest Period Before Travel and After Arrival.**

1. The Producer may reduce the rest period prior to a morning travel call to 10 hours: (a) on the day of an opening at a different location, or (b) when travel between engagements is by chartered bus. If the full 10 hours
is not given, the Actor shall receive double the Overtime rate for such invasion of the rest period.

(2) The Actor shall not be called for transportation to the theatre for rehearsal or performance earlier than 1½ hours after arrival at lodgings. Invasion of this rest period shall be payable at the Overtime rate to each Actor involved.

(H) Combinations of Travel/Rehearsal/Performance.

(1) Travel and rehearsal on the same day combined shall not exceed nine hours, but in no event shall rehearsal on a travel day exceed 5 out of 6½ hours. No less than 12 hours notice shall be given for such rehearsal except in an emergency.

(2) Whenever combinations of travel, rehearsal, and performance extend a workday beyond 11 hours, the Actor shall be reimbursed at the prevailing rate for such Overtime. Said workday is exclusive of the 1½-hour rest period after arrival. Any invasion of this 1½-hour rest shall require payment at the Overtime rate to each Actor involved.

(3) For purposes of travel to and the opening of a production at a theatre where seven consecutive evening performances are customary, in this situation only and to accommodate this schedule, the overnight rest may be reduced to nine hours. If this rest period is invaded, such invasion shall be paid at the rate of double the Overtime rate for each hour or part thereof. There will be no other penalty or Overtime payment due if said day consists of all of the following:

   (a) No more than four hours of travel; and
   (b) A 1½ hour mandatory rest period after arrival; and
   (c) No more than a five hour rehearsal, not including transportation to the theatre; and
   (d) A second mandatory 1½ hour rest period after rehearsal; and
   (e) The elapsed time from half-hour call to curtain down does not exceed 3½ hours; and
   (f) No calls prior to half-hour call on following day.

(I) Travel, Between Theatres - Consecutive Contracts. It is understood and agreed that in transporting the Actor from one theatre to another under consecutive Stock Jobbing contracts, compliance with provisions of the AGREEMENT AND RULES GOVERNING EMPLOYMENT IN MUSICAL STOCK AND UNIT ATTRACTIONS with respect to Daylight Day of Rest or Full Day Off, as may be applicable, rest periods before travel, maximum hours of travel, combinations of travel, rehearsal and performance, and the like, are the
responsibility of the Producer of the theatre receiving the production, (but without prejudice to claims between respective Producers.)

In every Package Tour, a Stage Manager or Assistant Stage Manager must travel with said company. Prior to leaving a theatre, said Stage Manager or Assistant Stage Manager shall be given an emergency telephone number where the Producer or theatre receiving the Package Tour can be reached.

In addition, the Producer of the theatre at which the Actor has his next engagement shall make all travel arrangements between theatres. It shall be the obligation of this Producer to pay the entire cost of transportation between theatres unless the distance is greater than the distance from place of engagement to his theatre. In this event, the Producer of the theatre at which the Actor is currently engaged shall be responsible to pay the equivalent of the cost of transportation from that theatre to the Actor's place of engagement. The Producer of the theatre at which the Actor has his next engagement shall be obligated for all additional costs.

Should the Producer fail to send tickets or transportation monies in advance, the Producer of the theatre at which the Actor is currently engaged may furnish the Actor with the full cost of transportation to his next engagement, or he shall provide the Actor with monies equivalent to the cost of transportation to his place of residence.

(J) **Combination of Carriers.** When it becomes necessary to travel between theatres in the same production by several different kinds of carrier, all of the current rules for each carrier shall remain in effect. However, the total combined travel and waiting time shall not exceed 10 hours. Whenever delays result in areas within the Producer's control, which extend travel and waiting time beyond 10 hours, the Actor shall be compensated at the prevailing Overtime rate. Travel time shall be computed from the time the individual is called for transport from the departure point, as designated by the theatre, to train, bus, airport and shall end with arrival at the Actor's designated lodging.

(K) **Insurance.** When the itinerary for a Unit Tour encompasses at least five tour stops by air, the Producer shall see to it that each member of the company is presented before initial departure with a recognized insurance policy form, covering the entire length of time of the tour, in an amount no less than $125,000.00. The Producer agrees to reimburse the Actor for the cost of said purchase, provided a receipt is submitted at the time of the claim.

(L) **Baggage.** The Actor shall be responsible for transporting his personal hand baggage to and from the station in his place of residence, and the Producer shall reimburse the Actor in full for all reasonable expenses incurred, as set forth by the Actor on a form which shall be provided by Equity for this purpose. The Producer shall reimburse the Actor for transportation of the Actor's baggage up to 125 pounds from his place of residence (including pick up from within his living quarters) to his lodging in the vicinity of the theatre, and upon termination of the engagement, for return to his place of residence (including delivery into his living
quarters). A receipt for such transportation cost must be presented. See also, Air Travel above.

On travel days during a Unit tour or Package Tour, the Actor shall be responsible for making his luggage available for transportation (loading) as the Producer directs, and for checking personal baggage at airports and claiming same upon arrival. The Producer, at his sole option, may direct the arriving baggage to be handled by persons other than the Actor for the purpose of expediting the arrival process, in which event the Producer shall accept liability for the baggage as per Rule 49, (PROPERTY).

(M) Company Manager. The Company Manager of a Unit Tour, and the Company Manager of a Package Tour, if employed, shall travel with the company at all times and shall organize all travel arrangements for the group (i.e., ticketing, baggage handling, etc.).

65. UNDERSTUDIES AND SWINGS.

(A) General Provisions.

(1) An Actor who is assigned to understudy and/or swing shall sign and receive a copy of an appropriate rider listing the assignment and compensation. A copy of this rider, or a signed list of such assignments and compensation, shall be filed with Equity by the Producer.

(2) Understudies shall be required for all parts, for which contracts are issued, except parts of stars and “bit” players. Except as provided in G(1) below, nothing contained herein shall require Chorus to be understudied. Understudies are optional at the discretion of the Producer for productions that do not tour or which tour for two weeks or less.

(3) The Producer shall provide Understudies with script and music. No Understudy shall be required to perform a part until one week after the Understudy has received the material and until the Understudy has had at least one rehearsal in the part assigned. This rehearsal shall include, but not be limited to music, and use of props, weapons, costumes, mechanical or pyrotechnical devices as deemed necessary for the production. Such rehearsal may include the use of “rehearsal props” and/or “rehearsal costumes: with the exception that the Actor must receive instruction in the use of all weapons and pyrotechnics and be permitted to handle and discharge such weapons and devices before performing. However, the Understudy may read the part or perform it if able and willing.

(4) Once per month, all understudies will be allowed to handle actual props at a special rehearsal call to be held one hour prior to half hour.

(5) Where the contract of a Chorus Actor includes additional compensation based upon an assignment of understudy work, the Producer may, within two weeks of the first paid public performance, withdraw said understudy work and additional compensation and assign
said understudy work to another Chorus Actor. Understudy of Principal parts assigned to Chorus Actors must be so assigned on new contracts or riders and salary adjustments must be made no later than two weeks after the first paid public performance of the production. The foregoing shall not apply when work and compensation therefore is part of the original contract of employment.

(6) Understudies shall be present at each performance unless the Producer otherwise consents. Understudies must be hired when applicable not later than one week before the first paid public performance.

(B) An Actor shall be compensated for each Principal role understudied at the rate of not less than 4% of minimum salary per week. In no event shall a performing Actor be permitted to understudy more than three Principal roles. A Principal Actor hired solely as an Understudy may understudy up to three roles for the basic minimum salary. Such Understudy shall be compensated at the rate of no less than 4% of minimum salary per role understudied over three. A General Understudy may understudy not more than five Principal roles.

(C) Payment for Performance.

(1) No Understudy shall perform in a Principal part to which said Understudy is assigned without additional compensation, said additional compensation to be no less than 1/8th of his own contractual salary for each performance of a Principal role he Understudies.

(2) A cast member understudying a star billed over the title shall be paid no less than $200.00 for each performance given in place of the star.

(D) Chorus Understudy for Chorus Actor Playing a Part. If a Chorus Actor is assigned to understudy another Chorus Actor, he shall be paid a minimum of not less than 2% of minimum salary per week in addition to his weekly contractual salary for each such Chorus assignment.

(E) Emergency Replacements.

(1) If in an emergency, the Actor goes on as an Understudy in a Principal part not specified in the Actor's contract, the Actor shall be compensated for such performance at not less than 2/8ths of Actor's own contractual salary and shall thereafter be contracted and compensated for such Understudy duty at no less than the prescribed rate, subject to two week termination of the understudy assignment only without regard to requirements of Rule 63 (TERMINATION). An understudy assignment so contracted may exceed the normal limitation on the number of understudy assignments provided for under (B) and (F) of this rule for a period not to exceed two weeks.

(2) If, in an emergency, a Chorus Actor goes on for a "Chorus Part or Specialty" not specified in his contract, he shall be compensated for such
performance with a payment of no less than 2% of minimum salary. In addition, he must be immediately signed and compensated for such understudy assignment at no less than the prescribed rate, subject to two week termination of the understudy assignment only, without regard to requirements of Rule 63 (TERMINATION).

(3) If, in an emergency, a Chorus Actor substitutes in a chorus number for another Chorus Actor whose position in said number he has not previously been assigned to swing, said Chorus Actor shall be compensated for such performance with a payment of no less than 2% of minimum salary. In addition, he must be immediately signed and compensated for such partial swing assignment at no less than the prescribed minimum rate, subject to two week termination of the partial swing assignment only, without regard to requirements of Rule 63 (TERMINATION). This payment and partial swing assignment shall be required when the Emergency Replacement is required to perform a function in a number involving a substantial amount of choreography, music or staging, which is specific in nature and with which the Actor is unfamiliar and previously unrehearsed. This rule in no way prohibits the making of normal Chorus adjustments as directed by the Dance Captain, involving spacing, choreography, staging, etc., made necessary by a reduced complement of Chorus Actors in a number due to illness, injury, etc., nor shall it suggest that these adjustments shall require that additional compensation be paid to the Chorus Actors involved.

(F) In no event shall a performing Principal Actor or Chorus be permitted to understudy more than three roles.

(G) Full and Partial Swing.

(1) In a Package Tour which tours seven weeks or more, or a Unit Tour, a Full Swing (i.e. a non-performing Chorus Actor who swings all or fewer than all Chorus performing in Chorus numbers in the production) of each gender must be employed from the first day of rehearsal. It is understood that a Swing of each gender will not be required if there is no gender specific Chorus track to Swing. This does not preclude Equity from requesting additional Swings of the same gender should the production warrant. In all other Package Tours, Understudies shall be assigned for all Chorus Parts and Specialties. In all instances, the Swing shall be signed to a Singer and/or Dancer Chorus contract at the time of assignment or employment.

(2) A Full Swing shall be paid not less than 5% of minimum salary per week above minimum salary in addition to all other increments required by this Agreement.

(3) Partial Swing. If a Chorus Actor is designated to Swing all or fewer than all Chorus Actors in a single number and is not hired solely as a Full
Swing performer, he shall receive 2% of minimum salary in addition to his weekly contractual salary for each number so assigned.

(4) A Full Swing performer or Partial Swing performer, when either is employed, shall be required to attend all Chorus rehearsal calls. A Swing may be required to attend Understudy rehearsals provided that Swing rehearses only those functions for which Swing is contracted.

(H) Performing or Reading Part Understudied. If an Understudy has had the part for less than one week, he may not be required to perform the part unless he is willing and able, but he may be required to read it. Actors who understudy roles that require singing and dancing shall have a music rehearsal at least every two weeks and must have had a music rehearsal before being required to perform the role understudied.

(I) Permanent Replacement. If a Principal Actor's employment is terminated, a Contract for replacement must be negotiated and signed between the Producer and the Understudy or other replacement no later than two weeks after the Principal's last performance in the Production.

(J) During a Unit Tour, the Producer is required to schedule an Understudy rehearsal within the first performance week and at least every two weeks thereafter unless all allowable rehearsal time is being used for conversion purposes. (See Rule 51(G)(14).)

(K) At the discretion of the Stage Manager or Dance Captain, any Actor may be called to rehearse partnering dance sequences with assigned Understudies or Swings during regular rehearsal hours, but no more than once every four weeks.

66. UNION SECURITY.

(A) All Actors, except non-professionals as provided in Rule 40 (NON-PROFESSIONALS) of this Agreement, who are members of Actors' Equity Association shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. All employees who are not now members of Equity shall, as a condition of employment, become members within 31 days following the signing of this Agreement and shall thereafter remain members of the Union in good standing as a condition of employment. All new employees shall, as a condition of employment become members of the Union 31 days from the date of the commencement of employment and shall thereafter continue to be members of the Union in good standing as a condition of continued employment. As defined and applied in this Rule, the phrase, "member of the Union in good standing" means a person who pays initiation fees and dues (or the monetary equivalent thereof) to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

(B) Equity shall provide the Producer two weeks written notice to discharge any Actor covered by this Agreement for non-payment of union dues or initiation
fee. (or the monetary equivalent thereof) Upon the Actor's failure to make such payment within the aforesaid period, the Producer agrees immediately to discharge the Actor, provided however, that Equity shall withhold its demand for discharge if the Producer undertakes, with the consent of the Actor, to withhold from the Actor's salary a sum sufficient to correct the Actor's delinquency.

67. VOLUNTARY CLASSES AND/OR REHEARSALS.
All Actors and Stage Managers are prohibited from attending so-called voluntary classes and/or rehearsals conducted by any member of the staff, and the Producer agrees not to request nor permit his representatives to request them to attend such so-called classes and/or rehearsals.

68. VOTING BY COMPANY MEMBERS.

(A) The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or other rules without the written consent of Equity.

(B) Should any situation arise where the Producer wishes the company to consider any proposition not covered by the standard Equity contracts of employment or Equity rules, he must first notify Equity who may instruct the Deputy to arrange a meeting of the company which may be held at the theatre where the company is playing. At such meeting or meetings, neither the Producer nor his representative shall be present unless so requested by a majority of the company, but not in any event when a vote is taken. Any proposed action by the company shall not, however be binding without the written approval of Equity.

(C) All company votes allowed shall be by secret ballot conducted by either the Stage Manager or the Equity Deputies.

(D) Votes by the company specified in this Agreement and not requiring Equity's specific consent are:

1. Rest period to be reduced, for which a 2/3rd vote is required (Rule 20(C));

2. Extension of five hour rehearsal for which a 2/3rd vote is required of Actors involved (Rule 51(B)(2));

3. Rehearsal meal break duration for which a 2/3rd vote is required (Rule 51(D));

4. Rehearsal prior to 6:00 PM on Daylight Day of Rest at Outdoor Theatres for which a 2/3rd vote is required (Rule 20(B)(3));

(E) Juvenile Actors must be given the opportunity to vote in all company votes. (The guardians of such Juvenile Actors may be present at all discussions prior to such votes.)
(F) The determination of Equity as to any issue arising under the above provision shall be final and binding upon the Producer and each member.

69. WORK WEEK.

A week means from and including Monday to and through Sunday. Except as provided in Rule 14(F), Costume Fittings and Related Transportation Costs and Rule 46(A) PHOTOGRAPHS, PUBLICITY AND PERSONAL APPEARANCES, the total work week, including all rehearsals, performances, costume fittings, photographs, brush-ups, personal publicity appearances, etc. shall not exceed 53 hours. The total work week for Actors rehearsing but not performing shall not exceed 48 hours, except during a week when two tech/dress rehearsals of 10 out of 12 hours are utilized, in which case the total work week may be extended to 53 hours and in a week that includes three 10 out of 12 hour dress/tech rehearsals the total rehearsal time shall not exceed 56 hours.

Should the Actor rehearse or perform more than the hours stipulated herein, the Producer shall pay Overtime at the rate specified in Rule 42 (OVERTIME).

DURATION

This Agreement shall commence on October 31, 2005, and expire on October 31, 2010. Any new rules when adopted shall be retroactive to said date unless specified.

All individual contracts of employment existing on or signed on or subsequent to said date shall be modified in accordance with the new rules. Equity may advise Actors that no Actor shall work for the Producer unless an Agreement Governing Employment in Musical Stock and Unit Attractions is in effect.
ACTORS' EQUITY ASSOCIATION

By: Kathryn V. Lamkey, Assistant National Executive Director/Central Regional Director

MSUA SIGNATORIES:

ST. LOUIS MUNICIPAL THEATRE ASSOCIATION

By: ________________
Dennis Reagan, Producer

STARLIGHT THEATRE ASSOCIATION

By: ________________
Robert Rohlf, Producer

DALLAS SUMMER MUSICALS

By: ________________
Michael Jenkins, Producer

THEATER OF THE STARS

By: ________________
Chris Manos, Producer
### MINIMUM WEEKLY CLOTHING RENTAL LIST

<table>
<thead>
<tr>
<th>Category</th>
<th>Items</th>
<th>Weekly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FOOTWEAR:</strong></td>
<td>(Men &amp; Women) Boots, Sneakers, Dress, Casual Shoes</td>
<td>$5.00</td>
</tr>
<tr>
<td><strong>DANCE SHOES:</strong></td>
<td>Professional Jazz Shoes, Character Shoes, Tap Shoes, Pointe Shoes, Dance Boots</td>
<td>$7.00</td>
</tr>
<tr>
<td><strong>ENSEMBLES:</strong></td>
<td>(Man) Suit, Shirt, Tie, Shoes, Socks, Hat</td>
<td>$15.00</td>
</tr>
<tr>
<td></td>
<td>(Woman) Suit, Blouse or Dicky, Stockings, Gloves, Hat</td>
<td></td>
</tr>
<tr>
<td><strong>SUIT:</strong></td>
<td>(Man or Woman)</td>
<td>$10.00</td>
</tr>
<tr>
<td><strong>SPORTSWEAR &amp; LINENS:</strong></td>
<td>Shorts, Sweater, Jogging Suits, Bathing Suits, Sport Shirts, T-Shirts, Jeans, Shirt, Blouse, Dress Shirt, Vest</td>
<td>$2.00</td>
</tr>
<tr>
<td><strong>COATS:</strong></td>
<td>Overcoat, topcoat, Raincoat, Parka, Winter Sport Coat</td>
<td>$3.50</td>
</tr>
<tr>
<td><strong>NIGHTWEAR:</strong></td>
<td>Pajamas, Nightgowns, Housecoats, Robes, Smoking Jackets, Bathrobes, Dressing Gowns</td>
<td>$2.00</td>
</tr>
<tr>
<td><strong>EVENINGWEAR:</strong></td>
<td>Tuxedos, Tails, Evening Gowns, Furs (and all accessories)</td>
<td>$15.00</td>
</tr>
<tr>
<td><strong>WIGS:</strong></td>
<td></td>
<td>$5.00</td>
</tr>
<tr>
<td><strong>DANCE WEAR:</strong></td>
<td>Leotards, Tights, Briefs</td>
<td>$2.00</td>
</tr>
<tr>
<td><strong>DRESS:</strong></td>
<td></td>
<td>$5.00</td>
</tr>
<tr>
<td><strong>SLACKS:</strong></td>
<td>(Men &amp; Women)</td>
<td>$3.00</td>
</tr>
<tr>
<td><strong>MISC:</strong></td>
<td>Socks, Neckties, Stockings, Hats, Etc.</td>
<td>$1.00</td>
</tr>
<tr>
<td><strong>PROPERTIES:</strong></td>
<td>Eyeglasses, Suitcases, Umbrellas, Canes, Cameras, Sports Equipment, Attaché Cases, Etc.</td>
<td>$2.00</td>
</tr>
</tbody>
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