



# ORLANDO AREA THEATRE CONTRACT

## *TERMS, CONDITIONS AND WORK RULES*

### RECOGNITION

The Producer recognizes Actors' Equity Association (hereafter "Equity" or "AEA") as the exclusive representative of the Actors (Principals, Chorus, Stage Managers, Assistant Stage Managers, Dance Captains, Swings, Extras, and Understudies) employed by the Producer for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

### 1. USE AND LIMITATIONS

- A. This agreement shall be available to theatres in the greater Orlando area for use solely in hiring Actors and Stage Managers in good standing with Actors' Equity Association.
- B. The agreement may be used to hire individual guest professional actors for any individual production without obligation for future productions. However, it is intended as a beginning step in a theatre's progress to a fuller association with Equity. Use of this agreement for each theatre will be reviewed periodically.
- C. Performances under this agreement shall be limited to a specific venue except by written permission of Equity under the terms and conditions established by it. Under no circumstances shall performances under this agreement be given outside the greater Orlando metropolitan area except by written permission of Equity.
- D. The use of this agreement is solely at the discretion of Actors' Equity Association and Equity reserves the right to deny its use.
- E. If more than three (3) Actors are hired on this agreement for any one production, the Producer shall with the fourth Actor, also hire an Equity Stage Manager on this agreement.
- F. Equity Actors hired on this agreement must be members in good standing as determined by Equity.

### 2. SALARIES AND BENEFITS

- A. **CATEGORIES.** Salary and work rules shall be determined by categories as follows:

#### 01 June 2009 through 30 May 2010

<i>Category</i>	<i>Potential Weekly Box Office Gross</i>	<i>Actor</i>	<i>Stage Manager</i>	<i>Rehearsal Week</i>	<i>Performance Week</i>
One	\$0 - \$7,500	\$160	\$192	22 Hours	3 Performances
Two	\$7,501 - \$15,000	\$190	\$228	26 Hours	4 Performances
Three	\$15,001 - \$22,500	\$251	\$302	32 Hours	5 Performances
Four	\$22,501 - \$30,000	\$321	\$389	36 Hours	6 Performances

#### 31 May 2010 through 29 May 2011

<i>Category</i>	<i>Potential Weekly Box Office Gross</i>	<i>Actor</i>	<i>Stage Manager</i>	<i>Rehearsal Week</i>	<i>Performance Week</i>
One	\$0 - \$7,500	\$164	\$197	22 Hours	3 Performances
Two	\$7,501 - \$15,000	\$195	\$234	26 Hours	4 Performances
Three	\$15,001 - \$22,500	\$251	\$302	32 Hours	5 Performances
Four	\$22,501 - \$30,000	\$321	\$389	36 Hours	6 Performances

- B. **OVERTIME.** Overtime shall be paid at a rate of \$6.50 per half-hour or part thereof.

- C. **PAYROLL.** All Equity Actors shall be paid on a salary basis, all proper taxes being deducted and an itemization of all deductions accompanying each week's pay. The Producer agrees to provide State Unemployment Insurance and Workers' Compensation, to make contributions to FICA, and to make all other legally required deductions and contributions on behalf of the Actor. Salary and benefit payments may be made through the use of a paymaster.
- D. **BENEFITS.**
1. **Health.** The Producer agrees to make weekly contributions to the Equity-League Health Trust Fund on behalf of each Equity Actor as follows:  
**Effective June 1, 2009 - \$140**  
**Effective May 31, 2010 - TBD**  
This amount is subject to change and may be changed with no less than thirty (30) days notice to the Producer.
  2. **SWCI.** In addition, the Producer shall make a payment of \$2.00 per week on behalf of each Actor, which shall provide mandatory Supplemental Workers' Compensation Insurance (SWCI). This amount is subject to change and may be changed with no less than thirty (30) days notice to the Producer.
  3. **Pension.** The Producer agrees to make weekly contributions to the Equity-League Pension Trust Fund on behalf of each Equity actor in the amount of 8% of gross salary. The Producer agrees to submit weekly reports as required by the Trust Funds and Equity.
- E. **DUES.** The Producer agrees to deduct Working Dues from the Actor's salary each week as well as any fees and assessments Equity certifies as being due, provided that the Producer receives timely notice from Equity, with proper authorization agreed to and signed by the Actor.
- F. **SECURITY.** In lieu of a bond, the Producer must prepay all Pension, Health (including SWCI) and Working Dues payments, as well as other union assessments Equity certifies as due, plus the last two week's salary in advance. Payment must be by certified funds (i.e., bank check, certified check, money order) or it will be returned to the Producer.
- G. **PAYMENT.** The Producer shall pay the Actor all rehearsal and performance salary for all work done each week no later than the evening prior to the last banking day of the week, but in no event later than Thursday. The Producer may pay salaries by check only if facilities are made immediately available for cashing said checks at no cost to the Actor. The Actor's acceptance of any payment of the cashing of any check shall not waive his claim for the full amount of compensation that the Actor or Equity may claim is due under the terms of this Agreement or the individual Actor's employment contract. The amount the Actor does receive, however, shall serve as a credit against the full amount of the claim. The Actor shall be issued a paycheck stub or other record indicating the gross salary, itemized additions (including, but not limited to, overtime), and itemized deductions (including, but not limited to, dues deductions, Federal, state and local taxes, and Social Security).
- H. **MINIMUM TERM OF EMPLOYMENT.** The minimum term of employment shall be two weeks. The full term of employment, if known, shall be stated on the face of the employment contract. Either party may terminate the contract by giving the other party no less than two weeks' written notice, a copy of which shall be filed with the Equity office. However, after the first public performance, the Producer may terminate the Actor's contract only for just cause.
- I. **MORE REMUNERATIVE EMPLOYMENT.** The Actor shall be free to accept more remunerative employment in the entertainment industry upon written notice to the Producer (copy to Equity) with no obligation for performances lost. The term of notice shall be not less than 48 hours for short-term leave (less than one week) and not less than one week for long term leave or termination under this clause.
- J. **BOX OFFICE STATEMENTS.** The producer agrees to submit upon request weekly box office statements to Equity showing both daily and weekly receipts by the Friday following the last performance of the week that the statement covers. The statements need not be audited but each must be certified correct by the Box Office Treasurer or other competent employee.
- K. **WORKWEEKS.** All Equity workweeks are calculated Monday through Sunday.

### 3. WORK RULES.

- A. The total workweek, including costume calls, photo calls, notes and other calls, shall be as follows:

<i>Category</i>	<i>Rehearsal Week</i>	<i>Performance Week</i>
One	22 hours	3 performances
Two	26 hours	4 performances
Three	32 hours	5 performances
Four	36 hours	6 performances

- B. **ADDITIONAL PERFORMANCE.** One additional performance may be scheduled in any week for additional compensation of \$60 in Categories One and Two, and \$70 in Categories Three and Four. There shall be at least one week's notice of any additional performance.
- C. **REHEARSALS.**
1. **Before First Pubic Performance.** Rehearsals, excluding the required meal break, shall be limited to four and one half (4 ½) hours per day in Category 1, five (5) hours per day in Category 2, six and one half (6 ½) hours per day in Categories 3 and 4, unless appropriate overtime is paid.
  2. **Week Of First Public Performance.** During opening week, the total workweek, rehearsals and performances may not exceed the total hours permitted for a rehearsal week in each category, unless appropriate overtime is paid.
  3. **After Week of First Public Performance.** In any subsequent performance week, two hours of rehearsal shall be permitted in addition to the maximum number of performances. This rehearsal time shall be scheduled at the Actor's convenience and shall not be scheduled on a two-performance day. Rehearsal time may be used for brush-up, replacement rehearsals or notes. If changes are made to the production or new material added, this rehearsal time shall be paid for at the overtime rate.
- D. **NOTES.** A note session may be held after a performance provided that the Director and/or Choreographer who has called the session shall have seen a performance within 48 hours prior to the call and shall give the notes personally. The note session shall be limited to one hour from curtain down and that hour shall be deducted from the allotted rehearsal time for the week. Such note sessions may be held only on a one-performance day. Individual Actor notes may not be openly posted on the Callboard. No oral or written notes may be given after the half-hour call. However, individual written notes may be distributed to the Actor's table prior to half-hour.
- E. **PHOTO AND COSTUME CALLS**
1. Costume calls, notes, and photo calls (other than those specified in Rule 10(A) shall be part of the total rehearsal hours and must be scheduled consecutive to rehearsal or performance calls or must otherwise be scheduled at the actor's convenience.
  2. In addition to (E) (1) above, during the total production period one hour of costume fitting and one hour of photo call shall be permitted gratis. These calls must be scheduled consecutive to a rehearsal or performance call.
- F. **BREAKS, REST PERIODS, DAYS OFF**
1. There shall be a break of five (5) minutes after each fifty-five (55) minutes of rehearsal or a break of ten (10) minutes after each eighty (80) minutes of rehearsal.
  2. There shall be a break of not less than one and one-half (1 ½) hours after five (5) consecutive hours of work.
  3. There shall be no less than a twelve (12) hour rest period between the end of work on one day and the beginning of work on the next day.
  4. There shall be one scheduled full day off each week, free of rehearsals, performances, costume and/or photo calls. A full day off shall be twenty-four (24) hours in addition to the rest period required in (F) (3) above.
- G. **CAST LISTS, PROGRAMS, PUBLICITY**
1. A cast list must be supplied free of charge to each audience member. In all cast lists and programs, each Equity artist's name shall be marked by an asterisk referring to the line:  
*"Member of Actors' Equity Association, the Union of Professional Actors and Stage Managers, appearing under a special agreement with Actors' Equity Association."*

2. Whenever the program includes biographical material on any participant, the Equity artists shall also have biographies that have been approved by them.
3. In all programs where biographies are included, a biography of Actors' Equity Association shall be included to read as follows:

*"Actors' Equity Association (AEA), founded in 1913, represents more than 48,000 actors and stage managers working in theatres across the U.S. Equity negotiates wages and working conditions, and provides benefits, including health and pension plans, for its members. Equity's mission is to advance, promote, and foster the art of live theatre as an essential component of our society. Wherever professional theatre exists, Equity exists. For more information, visit [www.actorsequity.org](http://www.actorsequity.org)"*

4. The Actor may, but shall not be required to, participate in personal and publicity appearances initiated by the producer. All interviews and personal appearances shall be at the Actor's convenience and with the Actor's agreement, and the Actor shall be paid transportation or mileage to and from any interview or personal appearance.
  5. Complimentary tickets shall be made available to franchised agents, bona fide casting directors, professional producers, choreographers and directors.
  6. The Producer shall furnish the Orlando office of Actors' Equity Association with a copy of the cast list and/or program for each production produced under this contract.
- H. **NUDITY.** Nudity shall not be permitted in any audition, rehearsal or performance in theatres using the Orlando Area Theatre Contract

#### **4. DUTIES OF THE ACTOR.**

- A. No Actor shall be required to perform duties other than those for which the Actor is properly contracted under an Equity contract.
- B. The Actor shall:
  1. Be prompt at rehearsals and all other official calls;
  2. Appear at the theatre no later than one-half hour prior to the performance;
  3. Pay strict regard to make-up and dress;
  4. Conform to the language of the script;
  5. Perform the Actor's services as reasonably directed, to the best of the Actor's ability;
  6. Properly care for the Actor's costume and props;
  7. Respect the physical property of the production and the Producer;
  8. Refrain from using or being under the influence of alcoholic beverages and illegal drugs during rehearsals, half-hour and performances and/or while traveling in the company vehicle;
  9. Abide by all reasonable rules and regulations of the Producer not in conflict with Equity
  10. Abide by all rules and regulations of Equity and not alter, omit, or change them in any way.

#### **5. EQUITY MEMBERSHIP CANDIDATE PROGRAM**

Credit or participation in the Equity Membership Candidate Program is not available through theatres using the Orlando Area Theatre Contract.

#### **6. TRANSPORTATION AND HOUSING**

- A. Any Actor whose address on the face of the employment contract is more than thirty-five (35) miles from the theatre shall receive a travel reimbursement to the mutual agreement of the Actor and the Producer but no less than the current federal mileage rate per trip to the theatre for rehearsals and performances. The travel reimbursement agreed upon shall be in writing by means of a rider to the employment contract
- B. Any Actor whose address on the face of the employment contract is more than fifty (50) miles from the theatre shall receive free housing, as defined by Equity, within reasonable proximity to the theatre during rehearsals and performances. This requirement may be waived by the Actor provided a mutually agreed upon travel reimbursement is attached by rider to this contract. In no instance may this amount be less than the current federal mileage rate.

#### **7. COSTUMES**

- A. The Producer shall provide all costumes and clothing except modern conventional undergarments. The Actor may not be required to use any personal wardrobe in the production. Should the Actor agree to rent any wardrobe

to the Producer for use in any production, he must do so by means of a rider to the employment contract, at a rental fee negotiated to the mutual agreement of the Actor and the Producer but no less than the following:

Item	1st Two weeks of Performance	All Subsequent weeks
Coat/Jacket	\$ 7.00	\$ 3.50
Suit Jacket	7.00	3.50
Blouse	2.00	1.00
Dress	5.00	2.50
Ensemble (Complete outfit)	30.00	15.00
Jeans	2.00	1.00
Shirt	2.50	1.30
Skirt	5.00	2.50
Shoes/Sneakers	4.00	2.00
Shorts	2.00	1.00
Slacks	5.00	2.50
Suit	20.00	10.00
Sweater	3.00	1.50
Tie	.50	.30
Hat	2.00	1.00
Evening Gown	15.00	7.50
Slip/Bra	2.00	1.00
Nightgown	2.00	1.00
Bathing Suit	2.00	1.00
Miscellaneous (Purse, jewelry, etc.)	.50	.30

- B. With respect to garments not appearing on this schedule, the rental fee will be negotiated to the mutual agreement of the Actor and the Producer.
- C. When the Producer has provided suitable costumes for the Actor's use in the production but the Actor elects to wear the Actor's own clothing instead, the Producer shall not be required to pay any rental fee.

**8. SAFE AND SANITARY**

The Producer shall exercise best efforts to provide a safe and sanitary place of employment for the Actor, under the guidance of Equity, including rehearsal, performance and dressing room spaces. Dancing shall not be permitted on cement or other hard surfaces or platforming laid directly on such hard surface.

**9. TAPING, FILMING, RECORDING**

- A. There shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, videotaping, or other mechanical or electronic reproduction in whole or in part of any production, including rehearsals, in which members of Equity are employed without the express, written permission of Equity and under the terms and conditions established by it.
- B. **REPRODUCTION FOR NEWS AND COMMUNITY AFFAIRS TELECASTS.** Subject to the conditions listed herein, a Reproduction may be made of the production for use on a TV newscast review of the production, or a feature story on the production contained within a TV news program, local public affairs program or magazine format programs.
  - 1. **During a Rehearsal:**
    - a. The filming or taping sessions shall not exceed one-half (1/2) hour of the regularly scheduled rehearsal.
    - b. An Equity member shall file a report with Equity giving the time utilized for the filming or taping session. Said report shall be initialed by all Equity members in the production.
    - c. No more than one (1) taping session may be scheduled during the rehearsal period.
    - d. The Producer shall give the cast as much notice of filming or taping as possible but in no event less than twenty-four (24) hours' notice.
    - e. If the time of filming or taping is changed, the Producer shall notify the cast of such change and of the rescheduled time.
  - 2. **At a Performance:**
    - a. Filming or taping may be for only one-half (1/2) hour of footage.

- b. If possible, the cast must be given twenty-four (24) hours' notice. In addition, when cameras are going to film or tape, the cast must be reminded with notice at the half-hour call.
  - c. No additional or altered lighting may be used. It is intended that in permitting such filming or taping, neither the Actor nor the audience shall be disturbed in any manner.
3. **Provisions Applicable to Both Performance and Rehearsal:**
- a. No more than three (3) minutes of any filmed or taped portion of the performance or rehearsal shall be shown on the TV news broadcast or community affairs program nor may the edited footage depict an entire scene or musical number.
  - b. No payment shall be required provided no payments are made to any other personnel employed in the production.
  - c. For any violation hereof other than violations of unauthorized subsequent use of the film or tape, the Producer shall pay one (1) week's contractual salary or Production Contract Minimum, whichever is greater, to each Actor whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that arises under a breach of this Rule, which the Actor or Equity has against the Producer or any third party.
  - d. Web Sites - For the theatre's web site only, the Producer may use up to a total of three minutes of rehearsal and/or performance footage (of which no continuous sequence shall exceed 30 seconds) without additional compensation to the Actor(s) involved, provided the Actor is fully advised in a rider to his contract that such footage may appear on the theatre's web site. Use of rehearsal and/or performance footage on any other web site shall require Equity's written permission. This does not preclude the theatre from being linked on other web sites.
- C. Subsequent use of footage for any purpose other than specified above is strictly prohibited. For any violation under this Rule, the Actor shall be paid no less than two weeks' contractual salary in addition to any AFTRA or SAG amounts which may be due.

## 10. PHOTOGRAPHS.

- A. In addition to the regular rehearsal time, one photo call not to exceed one and one-half hours in length may be scheduled either immediately prior to or immediately after rehearsal. All photographs are to be used for the sole purpose of publicizing and advertising the production or theatre.
- B. After the first public performance, company picture calls shall be limited to one call of not more than one and one-half hour duration.
  - 1. The time during which photographs may be taken shall not exceed one and one-half hours and shall begin within 15 minutes following the end of the performance. The Producer shall provide refreshments for the company.
  - 2. The picture call shall take place immediately following a performance on a one-performance day, but not on the day immediately preceding the scheduled day off, nor on a day in which a 10 out of 12 hour rehearsal occurs.
- C. Notice of all photo calls, including those during rehearsal hours, shall be given at least 24 hours in advance. For calls scheduled to follow a performance, a list of the sequence of photos shall be posted prior to half-hour call for that performance.
- D. If the photographs are taken at a time other than specified above, each Actor (including Stage Managers) shall receive one sixth (1/6th) of contractual salary for each such call. If the time limit of any photo call is exceeded, each Actor (including Stage Managers) shall receive double the applicable overtime rate per half-hour or part thereof.
- E. In all cases under the control of the Producer, in photographs of three or fewer Actors, each Actor's name shall be properly credited in the publicity whenever and wherever the photographs are used. If the Actor does not receive proper credit in photographs or publicity under the control of the Producer, Equity or the Actor shall notify the Producer in writing of improper credit. If such error is not corrected within one week of the Producer being notified, the Actor shall be paid one sixth (1/6th) of contractual salary for each day thereafter that the error remains uncorrected, up to a maximum of one week's salary.
- F. No Actor may be required to pose for nude photographs. (See Rule (3) (K) NUDITY.)
- G. The Producer must obtain the Actor's prior written authorization before the Actor's picture, name or likeness may be used in conjunction with a commercial product and said authorization shall specify the commercial product involved. A copy of the authorization shall be filed with Equity. If the Actor consents to the use of the Actor's picture, name or likeness as aforesaid, the Actor shall be paid not less than \$150 for such use.

Actors called to a picture call for the purpose described above, whether the call is at the theatre or elsewhere, shall be paid \$100 per hour for the call.

- H. Photos that include Actors engaged under an Equity contract may not be used to publicize productions that are not under an Equity agreement..

**11. TOURING**

There shall be no touring under this agreement.

**12. CONVERSION AND CONTINGENT RIGHTS TO ACTORS ENGAGED HEREUNDER**

**A. Performance Rights In First Subsequent Equity Contract Production**

1. Should the Producer, or any entity which the Producer controls or directs or in which the Producer has a financial interest, participate in the production of the Play under terms of a subsequent Equity Contract, the Producer agrees to make a bona fide offer (as hereafter defined) to any Actor who was originally engaged hereunder and who actually performed in the Production the opportunity to continue in the same role or function in which he/she appeared. The Producer agrees that any offer shall be made in writing to the Actor, copy to Equity, at least two weeks prior to the date of the first rehearsal for the subsequent production. The Producer may require the Actor to respond in writing, by hand delivery or telegram, within two (2) business days of receipt of said offer. The cost of said telegram shall be reimbursed by the Producer. Producer agrees to pay any Actor not receiving a bona fide offer an amount equal to three (3) weeks' minimum salary under said subsequent Equity Contract production.
2. However, if any member of the company on Equity contract who originally performed the role or function has been out of the production for a period of four (4) weeks or more prior to the time the play is produced under a subsequent Equity Contract, the Producer may, as an alternative, offer the role or function to any past or present member of the company on Equity contract who has performed the same role or function for four (4) weeks or longer.
3. The foregoing notwithstanding, Producer's obligations hereunder shall not exceed fifty percent (50%) of the proceeds received by the Producer from subsequent exploitations of the Play, as defined below. Producer acknowledges its obligations to be continuing, and if Producer's obligations to O.A.T. Actors remain unsatisfied because of insufficient proceeds from the Play, Producer shall provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the Play until such time as Producer's obligation to the O.A.T. participants have been satisfied. Producer shall furnish to Equity copies of statements requested by Equity, and Equity shall have the right, upon reasonable notice, to examine Producer's records, insofar as they relate to the proceeds from the subsequent exploitations of the play.
4. If the Producer of said subsequent Equity Contract production compensates the O.A.T. Actors who fail to receive bona fide offers in accordance with a conversion clause in the applicable Equity Contract, the O.A.T. Producer shall have no obligation to compensate the said O.A.T. Actors under this provision. Nothing in this Agreement shall be construed to relieve any Producer of a subsequent Equity contract production of any obligation such Producer may have to make conversion and/or contingent rights payments to Actors.
5. The provisions of this Paragraph (12) shall pertain for a period of three (3) years following the close of the production.

**B. Subsidiary Rights In Other Media**

1. In the event any rights to produce the Play in another medium (e.g., motion picture, television, including pay TV and cable, video disk or cassette, computer/internet) now known or hereafter devised are disposed of, the Producer shall pay or cause to be paid to each O.A.T. Actor an amount equal to five (5) weeks' of AEA Production Contract minimum salary in effect at the time of the disposition of the rights less certain deductions specified below.
2. The following amounts, up to but not exceeding the equivalent of three (3) weeks' AEA Production Contract minimum salary in effect at the time of the close of O.A.T. Production, may be deducted from the five (5) weeks' Production Contract salary due in accordance with (B) (1) above:
  - a. Any sums paid to the O.A.T. Actor as conversion payments following conversion of the Play pursuant to a subsequent Equity Contract production, or
  - b. If an Actor had received a bona fide offer to perform in such Contract Production, the amount the Actor would have received in lieu had the Actor not received such offer.

3. Based on the foregoing, each O.A.T. Actor will, in the event of disposition of rights to another media production of the Play, be entitled to receive the equivalent of not less than two (2) weeks' nor more than five (5) weeks' Production Contract salary, subject to (B) (4) below.
4. The foregoing notwithstanding, Producer's obligation hereunder shall not exceed fifty percent (50%) of the proceeds received by the Producer from subsequent exploitations of the Play, as defined below. Producer acknowledges its obligation to be a continuing one, and if Producer's obligation to O.A.T. participants remain unsatisfied because fifty percent (50%) of Producer's proceeds from the Play do not equal Producer's obligations, producer shall provide to Equity continuing reports concerning receipts of proceeds from subsequent exploitations of the Play until such time as Producer's obligations to the O.A.T. participants have been satisfied. Producer shall furnish to Equity copies of statements requested by Equity, and Equity shall have the right, upon reasonable notice, to examine Producer's records, insofar as they relate to the proceeds from the subsequent exploitations of the play.

**13. DEFINITIONS AND REFERENCES.**

- A. The provisions under Rule 12 apply to any Play rehearsed or performed under this Agreement.
- B. "O.A.T. Production" or "the production hereunder" means the production of the Play under this Agreement.
- C. "O.A.T. Actors" as used herein refers to any person engaged under this Agreement as Actor, (Principal or Chorus), Understudy, Stage Manager, or Assistant Stage Manager.
- D. "Conversion" and "Subsidiary" rights so used herein refer to a production or productions of the Play in a different theatre, Equity Contract, medium, and/or time. Conversion includes, but is not limited to, a "move" to another theatre under a different Equity Contract. "Conversion" and "Subsidiary" rights are sometimes used interchangeably in Equity Contracts and Codes.
- E. A "bona fide offer" shall mean an offer to perform in the subsequent Equity Contract production the identical role or function performed in the O.A.T. Production, and the offer must be in writing, sent to the O.A.T. Actor by certified mail, return receipt requested, with a copy to AEA.
- F. Where more than one O.A.T. Actor has performed the identical function in the O.A.T. Production, they shall share as determined by AEA in any conversion payments due.
- G. "Subsequent Equity Contract production" shall refer to the first Equity Contract production, including another O.A.T. production, occurring within three (3) years following the close of the O.A.T. Production.
- H. Producer's "proceeds from subsequent exploitations of the Play" shall include all proceeds received by Producer from or as a result of subsequent production or other exploitations of the Play or the rights in the Play (including but not limited to productions in the live stage and in other media) and /or contributions to the Producer by or on behalf of the Author or subsequent producer of the Play.

**14. ARBITRATION**

Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between an Actor or Equity and the Producer, including the 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. Should the Producer dispute a ruling by Equity he must demand arbitration within four (4) weeks of notice to him of said ruling. The arbitration site shall be Orlando.

15. The above TERMS, CONDITIONS AND WORK RULES are specifically incorporated as part of individual employment contracts. The TERMS, CONDITIONS AND WORK RULES are subject to change without notice. The TERMS, CONDITIONS AND WORK RULES current at the time that the individual contracts are drawn, are binding.
16. All other rules shall be mutually agreed to between the Producer and Actors' Equity Association. If the parties are unable to agree, Equity's decision shall be final. Equity represents that it will make its decision by reference to custom and usage in the industry as appropriate.