

Actors' Equity Association

AGREEMENT AND RULES GOVERNING EMPLOYMENT IN OUTDOOR DRAMA

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**RULES GOVERNING EMPLOYMENT
IN OUTDOOR DRAMA**

RECOGNITION

The Producer agrees to recognize Actors' Equity Association (hereafter "Equity" or "AEA") as the exclusive bargaining 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.

USE OF AGREEMENT

This Agreement may be offered by Equity, in its sole discretion, for use in Outdoor Dramas.

1. AFFIRMATIVE ACTION.

The parties hereto affirm their commitment to a policy of non-discrimination with respect to equal employment opportunity hereunder on the basis of sex, race, color, creed, national origin, age, disability, sexual orientation, political persuasion or belief. There shall be no discrimination against any Actor seeking employment.

The Producer will actively solicit, in all ads, announcements, and agency breakdown(s), actors with disabilities, ethnic minority actors, and women performers for all future productions.

The Producer agrees to maintain and make available to AEA on an annual basis, statistics on ethnic minority performers, women, and actors with disabilities auditioned, interviewed, and hired.

The Producer shall make every effort to cast in accordance with Equity's Non-Traditional casting policy, which states: "Non-Traditional Casting is for the purpose of increasing employment for ethnic minority (African-American, Hispanic-American, Asian-American, and Native American) actors, women performers, senior actors and actors with disabilities in roles where race, gender, age, or the presence or absence of a disability is not absolutely essential to the plot or character's development."

2. ARBITRATION.

Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor under Equity contract, 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. Any hearing held in this regard shall take place in a location selected by Equity, whose choice of site shall be final and binding.

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 proceedings and no Actor is authorized to commence any arbitration proceeding except with the consent of Equity.

3. BILLING PROGRAMS AND ANNOUNCEMENTS.

The names of all Actors under Equity contract in the production shall be listed in front of the theatre or in the lobby at all entrances to the theatre. If cast members not under Equity contracts are included on this list, all Actors' names shall be asterisked to a foot note which advises that they are "members of Actors' Equity Association."

(A) All Actors, including the Stage Manager, shall receive program credit. Each Actor shall receive credit for each character he portrays and/or understudies as designated in his contract. The Actor shall submit all biographical material and pictures for programs at the time of signing the contract, except that, if the Actor signs the contract on the same day as the audition, the Actor shall submit such material within 24 hours thereafter. In doing so he shall indicate the preferred cuts if program space requires editing. These conditions being fulfilled, the Actor shall have the right of approval of biographical material for the house program. Biographical material not disapproved within 48 hours of its submission to the Actor shall be considered approved. The Producer shall include "bios" of all Actors in the program.

In addition, actors who understudy Actors under Equity contracts shall receive program credit for such understudy assignment.

(B) 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 recording of any portion of the performance is prohibited. If the aisles are used by the Actors for entrances and/or exits, the Producer shall also announce that the aisles must be kept clear during the performance.

Furthermore, should an understudy perform in place of an Actor under Equity contract, an announcement shall be made of such substitution prior to the performance.

4. CHORUS.

Before a chorus musical is scheduled, and prior to auditions, the Producer shall contact Equity for specific chorus musical rules. A chorus rider must be attached to those Actors' contracts incorporating the appropriate chorus musical rules.

5. CLOTHING RENTAL.

The Actor may, at his option, agree to use specific items from his personal wardrobe in accordance with a rental agreement set forth as a rider to his contract. Minimum terms of rental shall be based upon a schedule agreed upon in writing between Equity and the

Producer and posted on the bulletin board at each theatre, and distributed to each member of the company by the Stage Manager. The rental payment shall be made to the Actor by separate check with his weekly salary. When the Actor is provided the costume(s) by the Producer and the Actor elects, with the consent of the Producer, to wear the Actor's own clothing instead, then the Producer shall not pay any rental fee.

Minimum Weekly Clothing Rentals

(Rates may change. Contact Equity for current rates.)

FOOTWEAR: (Men & Women) Boots, Sneakers, Dress Shoes, Dance Shoes, Toe Shoes, Tap Shoes	\$5.00
ENSEMBLE: (Man) Suit, Shirt, Tie, Shoes, Hat (Woman) Suit or Dress, Blouse or Dicky, Stockings, Gloves, Purse, Hat	\$15.00
SUIT: (Man or Woman)	\$10.00
SPORTSWEAR LINENS: Shorts, Sweaters, Jogging Suits, Sport Shirts, Bathing Suits, T-Shirt, Jeans, Shirt Blouse, Dress Shirt, Vest	\$2.00
COATS: Overcoats, Topcoats, Raincoats, Parkas, Winter Sports Coat	\$3.50
NIGHTWEAR: Pajamas, Nightgowns, Housecoats, Robes, Smoking Jackets, Bathrobes, Dressing Gowns	\$2.00
EVENING WEAR: Tuxedos, Tails, Evening Gowns, Furs (and all accessories)	\$15.00
WIGS:	\$5.00
DANCE WEAR: Leotards, Tights, Briefs	\$2.00
DRESS:	\$5.00
SLACKS: (Man & Woman)	\$3.00
MISC: Socks, Neckties, Stockings, Hats, etc	\$1.00
PROPERTIES: Eyeglasses, Suitcase, Umbrella, Cane, Camera, Sport Equipment, Attache Case	\$2.00

6. DUES AND INITIATION FEES.

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 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. Interest on such monies deducted from the Actor's salary, and not received by Actors' Equity Association within 14 days following the week for which they are due, shall accrue monthly at the rate of 1.5% per month beginning on the 15th day overdue.

7. DEPUTY

The Equity members shall elect an Equity Deputy.

8. EXTRAORDINARY RISK.

(A) It is agreed that all Actors under Equity contract involved in Outdoor Drama are engaged in Extraordinary Risk by virtue of the nature of the productions.

(B) The risks for which an extra payment of \$12.50 is due are defined as stage fighting, horseback riding, exposure to pyrotechnics and stage stunts. This rate may change; contact Equity for current rate.

(C) Stage Stunts. It is also agreed that certain risks fall under the category of "stage stunts," such as high falls and flame dances, and shall be subject to the following provisions:

(1) There shall be a rider to the Actor's contract describing such "stunts."

(2) Adequate training and rehearsal time shall be given to the Actor prior to the first public performance.

(3) Any Actor who does not feel physically prepared to perform a "stunt" on a given night shall request a meeting of a committee consisting of the Stage Manager, the Producer or Producer's designated representative, the Deputy and the Actor involved, and the Actor may be relieved by that committee from performing the "stunt" at that performance. Should the committee not agree that the Actor should be relieved of the "stunt" for that performance, the Actor shall perform it to the best of his ability.

(4) All "stunts" shall be understudied.

(5) The term "stage stunts" shall not be construed to include normal stage combat or normal equestrian technique.

9. HEALTH INSURANCE

The Producer agrees to contribute weekly to the Equity-League Health Trust Fund the actuarial rate (as determined in November by the Trust Fund's actuaries for the subsequent June actuarial year). This weekly rate shall include the Supplemental Worker's Compensation proscribed in Rule 11(B). The rate as of January 2007 is \$167.00.

These monies are to be contributed per week for each Actor under Equity contract in the company for each and every week of employment. This figure does not include Salary Continuance Insurance (see Rule 11, B).

The Producer further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Health Trust Fund, including all of its rules and regulations and any and all amendments and modifications thereto which may be adopted by its Trustees during the term of the Agreement.

10. ILLNESS AND SICK LEAVE.

Each Actor under Equity contract shall accumulate one day's sick leave with salary for each 28 days (four weeks) of employment. Sick leave may be accumulated up to a maximum of six days. In the event the Actor has accumulated such sick leave, he shall be paid for each day of illness up to the amount of his accumulated time.

If questioned, the validity of the illness shall be determined by a committee consisting of the Deputy, Stage Manager and the attending physician, and such determination shall be final and binding on the Actor and Producer.

11. INJURY AND SALARY CONTINUANCE INSURANCE.

(A) Worker's Compensation. The Producer agrees to obtain and maintain Worker's Compensation Insurance coverage for all Actors in his employ. The Producer shall furnish Worker's Compensation Accident Report forms to the Stage Manager on the first day of rehearsal. Actors' Equity Association shall be informed of the Producer's Worker's Compensation Insurance Carrier and Carrier number, and this information shall be posted on the Callboard. The Actor must report all accidents to the Producer or his designated representative.

(B) Supplementary Worker's Compensation. The Producer agrees to provide salary continuance insurance supplementing Worker's Compensation Disability benefits through a group policy administered by the Equity-League Welfare Trust Fund.

12. INTERVIEWS/AUDITIONS.

(A) General Provisions:

(1) The Producer agrees to hold Auditions or Interviews for performers in a city where Equity maintains an office, if the Producer has not signed contracts with previous employees by March 15th of any year.

(2) When Auditions or Interviews for principal performers are to be held, the following conditions shall apply:

(a) Among the Auditions or Interviews held for performers, there shall be Auditions or Interviews for Equity performers.

(b) The Producer is under no obligation to hire any person pursuant to any Audition or Interview, including those Auditions or Interviews for Equity performers prescribed below.

(B) Equity Audition/Interview procedures:

(1) If casting is not complete by March 15th, the Producer shall, in consultation with Equity, schedule at least one day of no less than seven hours during which Equity performers shall be auditioned or interviewed. Such Interviews or Auditions shall be held in an Equity-approved facility in a city in which Equity maintains an office. The Producer shall make the facility available to an Equity representative and to Equity performers one hour prior to the scheduled Interviews or Auditions.

(2) The Producer shall submit Equity, for posting at Equity offices, a list which shall include a description of all roles intended to be cast. Included in the listing shall also be all necessary information for contacting the Producer, including the full telephone number and address of the Producer.

(3) Equity must receive this list no later than two weeks prior to the first Equity Interview or Audition. In addition, the time, date and location of the Interview or Audition must be submitted to Equity at least two weeks before such Interviews or Auditions begin. This list will be posted in the Equity office no later than 10 days prior to the Equity Interviews or Audition.

(4) An Equity representative shall be present to organize and run the Equity Interviews or Auditions at no cost to the Producer.

(C) Affirmative Action.

(1) When a role being cast depicts a character with a specific disability, the Producer agrees to include that fact in the casting specifications and, at the same time, to notify Equity of such specifications so that actors with similar disabilities shall be informed and given the opportunity to audition for the role starting with the first EPA.

(2) When auditions are held in premises which are not architecturally accessible, the Producer, upon notification by either Equity or an Actor with a disability who wishes to audition, will arrange accessible audition facilities to accommodate Actors with disabilities.

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

(4) All audition material provided by the Producer shall, upon request, be made available to blind and visually impaired Actors at a place to be designated by the Producer at least 48 hours in advance of the audition.

13. NON-PROFESSIONALS.

Unlimited Non-Professionals may be employed provided that at least four Actors under Equity contract are employed in their appropriate job function under this contract at all times. (See Rule 31)

One Non-Professional will be permitted to understudy each Actor and receive credit through Equity's Membership Candidate Program.

14. OVERTIME.

Should the Actor rehearse more than the hours stipulated herein, the Producer shall pay overtime at the rate of \$8.00 per half hour or part thereof for each instance of such overtime. This rate may change; contact Equity for current rates.

15. PENSION.

The Producer agrees to make contributions to the Equity League Pension Fund for each and every week of the Actors employment, the amount of 8% of the gross payments to the Actor.

The Theater further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Pension Trust Fund, including all of its rules and regulations and any and all amendments and modifications thereto which may be adopted by its Trustees during the term of the Agreement.

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

16. PERFORMANCES.

A work week shall consist of no more than eight performances on six consecutive days in any calendar week, Monday through Sunday.

(A) Number Of. A week's work shall consist of no more than eight performances on six consecutive days.

(B) Payments to Actor. A week's compensation shall be paid even if a lesser number than eight performances are given. However, if during the work week which includes opening there is a combination of rehearsal and performances, the Actor shall receive prorated minimum salary of one-sixth for each day of rehearsal and pro-rated contractual salary of one-eighth for each performance provided the Actor receives no less than minimum salary for that work week.

(C) Rest Period Between Performances. There shall be a minimum of one and one-half hours rest between curtain down and curtain up (including the half-hour call) 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 two hours between curtain down and curtain up (including the half-hour call). Whenever there are less than two hours between performances, the Producer shall provide all Equity members with a meal at the theatre within 15 minutes of the conclusion of the first performance. Actors under Equity contract shall be offered a choice of hot or cold balanced meals. A choice of beverage shall be included. The Actors will be notified 24 hours in advance of what will be served. Any unauthorized modification or violation of this rule shall subject the Producer to a penalty of \$6.50 for each violation of the foregoing. This rate may change; contact Equity for the current penalty rate. Under no circumstances can there be less than one hour rest period between performances.

(D) No persons or animals except those connected with the production will be permitted in the dressing room area or backstage from half-hour to curtain down.

17. PERFORMANCES LOST.

(A) If the Company as a whole cannot perform because of fire, accident, riot, Act of God, or the public enemy, or because a governmental authority orders that actions be taken in anticipation of a potential disaster which could not be reasonably 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, except that if other employees whose employment is based directly upon the performance of the play in which the Actors under Equity contract are appearing are paid, such Actors shall also be paid. 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 Actor's place of residence.

(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 a per diem payment of one-seventh of minimum salary for each day that performances are not given, but in no event shall the combined per diem and performance payments exceed contractual salary. If it is determined that this Rule does not apply to the particular situation, the per diem payments made to the Actor may be used as an offset against any salary payments found due.

(C) If the theatre is able to reopen to the public, it shall reopen after a time determined reasonable by a committee composed of the stage manager, the deputy, and the Producer or his designated representative in consultation with Equity.

(D) The Producer agrees to abide by the determination of Equity as to whether this Rule applies to any given situation, and such determination shall be final.

18. PHOTO CALLS.

In addition to the regular rehearsal time, one hour per week during rehearsals and the first two weeks of performance shall be allowed for the taking of customary and usual photographs, together with photographs to appear in a magazine or newspaper for the sole purpose of publicizing the production, subject to the following limitations:

(A) If all or any part of such time is used after an evening performance, it shall be used immediately thereafter, and not longer than one hour.

(B) An Actor who is in rehearsal but not performing shall not be obliged to return to the theatre only for such purpose following the evening performance.

Still photographs may be taken during a performance by a bona fide staff or newspaper or magazine photographer from the rear half of the theatre, not in an aisle used for entrances or exits, provided that no flash or strobe is used and the Company shall be aware of the photographer's identity. Notice to the Company must be given at half-hour. Said photographs are limited to the use as set forth above.

19. RECORDING USED IN THE PRODUCTION.

A Principal Actor under Equity contract may agree by means of a rider to record, film, or tape a portion of the role which he performs on stage for use in the production. The recording, 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.

The Actor shall not be permitted to work in any company where recordings or mechanical or electronic reproductions of voice are used to supply dialogue, singing or chanting, unless the Producer shall have first obtained the written consent and permission of Equity and shall comply with all such terms and conditions as Equity may prescribe. No Actor shall be asked or required to sing with pre-recorded voices unless he is made aware of the use of the "sweetener" recording at the time of signing. In addition, when stage microphones are used during a "sweetened" performance, the live Actor must always be appropriately microphoned and mixed so that voice will sound "as one" with the audio tape. At no time will a pre-recorded voice, other than his own, be substituted for the live voice of any Actor.

20. REHEARSALS.

(A) Breaks, Days Off, Hours, Overtime, Rest Periods.

(1) **Breaks.** There shall be a break of one and one-half hours after a period of not more than five consecutive hours of rehearsal and/or performance combined. In addition, there shall be a break of five minutes in each hour of rehearsal. If this break is not given in any hour, a 10 minute break must be given within each one and one-half hour period. There shall be no less than a one and one-half hour break immediately prior to half-hour.

During a rehearsal, should the temperature at the rehearsal site exceed 90°F, there shall be a break of ten minutes in each hour of rehearsal (except during run-throughs) and there shall be no less than a two hour break immediately prior to half-hour.

(2) **Days Off.** The Actor shall be entitled to one full day off in each calendar week free of rehearsals and/or performances, with the exception of the last seven days prior to the first public performance when no day off is required. A Full Day Off means 24 consecutive hours in addition to the normal rest period required after a day of rehearsal or performance. There shall be no matinee performance on the day following a Day Off.

(B) Hours.

(1) **Prior to Opening.** Rehearsal hours shall not exceed seven out of eight and one-half consecutive hours a day, which shall include the one and one-half hour break specified in (A)(1) above. If outdoor rehearsal is disrupted due to inclement weather, the span of the day may be extended to ten 10 hours by no more than one additional break.

(2) **During the last seven days of rehearsal,** there shall be no more than five 10 out of 12 hour rehearsal days; however, should rehearsals be disrupted due to extraordinary circumstances, such as inclement weather, the Equity Business Representative, upon request of the Theatre, shall approve up to two additional days of 10 out of 12 hour rehearsal days prior to the first public performance, such approval not to be unreasonably withheld.

The Theatre shall complete an on-stage technical-dress run-through without an audience prior to the first paid public performance. If an act of nature (i.e.,

lightning, flood, etc.) or a technical/utility breakdown (i.e., electricity, production computer, etc.) prevents the completion of such tech-dress rehearsal, the Producer shall make all possible efforts to complete a rehearsal of any technical aspects of the production which might endanger the Actors.

In addition to the regular rehearsal time, one hour per production will be allowed for costume fittings. All or any part of this time shall be used either immediately prior to the beginning of a scheduled rehearsal (after the required rest period) or immediately after the end of rehearsal on said day. Producer and Actor may mutually agree on a different time.

(C) Rest Periods.

(1) 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, except on the final day before the first public performance, when the rest period shall be no less than 10 hours.

(D) Rehearsals of Current production after Opening. Rehearsals shall be limited to eight hours per week.

(E) Rehearsal for Subsequent Production. In no event shall the rehearsal call exceed five out of six and one-half consecutive hours on a performance day for any Actor who is also performing.

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

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

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

(3) 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.

(4) A fight rehearsal shall take precedence for the individuals involved.

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

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

This assignment, authorization and direction shall be effective and irrevocable for the term of his employment contract.

21. REPORTS.

(A) W-2 Forms. It is required that W-2 Forms be furnished to the Actor not later than 30 days following the closing of the theatre or the end of the calendar year, whichever is sooner. 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. Each Actor shall receive all information regarding refundable state and local taxes and all forms applicable to same, or, if not immediately available, information as to where such forms may be obtained, with the final pay.

(B) Weekly Report to Equity. The Producer must furnish Equity, on a form supplied by Equity for that purpose, a weekly report on his theatre listing all Actors under Equity contract and all Non-Professionals employed in each attraction, by the Friday following the last performance of the first week of the attraction. After four weeks, the Producer, for each additional week of failure to file the reports, shall pay to the Actors' Equity Foundation the sum of \$25.00. This penalty rate may change; contact Equity for the current penalty rate.

Failure to file such reports 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.

22. ROOM AND LOCAL TRANSPORTATION.

A private room will be made available to the Actor at a cost of no more than 10% of the Actor's applicable salary.

A listing of choices of available rooms shall be given to the Actor prior to his arrival at the theatre.

When a security deposit is required, the Actor is responsible for paying such deposit. The Producer agrees to advance the deposit for the Actor provided the Actor signs an authorization agreeing to have any money advanced deducted from his salary.

In all cases where there is no available public transportation and no suitable and moderately priced public dining and/or suitable living accommodations within one-half mile by normal transportation route to the theatre, 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 prearranged schedule. Said transportation shall be in a fully insured vehicle, operated by a properly licensed driver, and each Actor shall be provided with a seat in said vehicle. This transportation shall be furnished in such manner that the Actor will arrive at the theatre one-half hour prior to the beginning of each performance, and promptly for each rehearsal, and shall be available to return the Actor to his living quarters no later than one-half hour after each performance and promptly after each rehearsal. Public transportation shall not mean public conveyance for private hire such as taxis.

If housing and/or restaurants are more than one-quarter mile from the theatre, the Producer will furnish round-trip transportation for elderly Actors and all Actors in the event

of inclement weather, or in the event that the Actors are required to use unlighted roadways after dark.

In all cases where no suitable shopping facilities are available within one-half mile of the theatre by normal transportation routes, the Producer shall provide round-trip transportation to such shopping facilities twice a week at posted times. One such trip shall be to an area of diversified shopping, including a bona fide supermarket and laundromat.

23. SAFE AND SANITARY PLACES OF EMPLOYMENT.

(A) Dressing Rooms.

(1) All dressing rooms shall be adequately ventilated with fans or air-conditioning and the Producer shall make the best effort to maintain the temperature in the dressing rooms at no more than 85 degrees.

(2) Extermination services shall be provided regularly in all dressing rooms.

(3) Showers shall have sufficient hot water and will be cleaned daily.

(4) Should a performer with a physical disability be employed, reasonable accommodations shall be provided.

(B) Animals. All animals shall be kept at least 100 feet from the Actors' dressing rooms. Safety precautions will be taken when staging animals' traffic patterns in relation to those of the Actor both on stage and off.

(C) There shall be adequate drainage to prevent standing water in all areas used by Actors.

(D) Guide lights. All ramps, stairways, entrances and exits cross-over areas, or off-stage passageways, which may be affected by blackouts, shall be illuminated with guide lights.

All backstage lights shall be left lit until all Actors are off the theatre premises.

(E) Dance surfaces. Actors shall not be required to rehearse dances or dance on surfaces which Equity shall deem to be injurious or unsafe.

(F) Shade. The Producer shall provide a shaded rest area wherever the Actor is required to rehearse or perform outdoors. The Producer shall make best efforts to provide shade on stage wherever the Actor is required to rehearse or perform outdoors.

(G) Ample, pure, cool drinking water shall be provided at no cost to the Actor wherever the Actor is required to rehearse or perform.

24. SALARY.

Minimum weekly salaries for each year are adjusted, rounded to the nearest dollar, each December based on the November-to-November Consumer Price Index for all Urban Consumers (U.S. Bureau of Labor Statistics).

2007 Minimum weekly salary for:

Actors	\$636
Stage Managers	\$763
Stage Managers in Rotating Rep.	\$800

After the first public performance of the opening production of the season, Actors rehearsing for the second production shall receive no less than \$15 per week during the second rehearsal period, in addition to contractual salary. This rate may change; contact Equity for current rate.

25. SECURITY.

A Producer shall be ineligible to engage Actors under Equity contracts to perform in Outdoor Drama unless and until such Producer 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 Producer.

No Actor shall work or be required to work or continue in the employment of any person or Producer 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 under Equity contract.

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 forms now called "Security Agreement" and "Producer's Statement."

26. SOCIAL SECURITY - UNEMPLOYMENT INSURANCE.

It is understood and agreed that the Actor is entitled to the benefit of all Federal and State laws constituting what is commonly known and designated as Social Security Acts or laws including Unemployment Insurance and that 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, even if he is not required to provide benefits under 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 agrees that he will elect to cover the Actor and pay contribution on the earnings of the Actor under 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 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 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.

27. STAGE MANAGERS.

(A) An Stage Manager under Equity contract shall be required from the first day of rehearsal until the close of the season.

(B) Pre-production. A returning Stage Manager shall have no fewer than two days of pre-production, to be paid for at no less than one-sixth of contractual salary per day.

A former Assistant Stage Manager being promoted to Stage Manager, shall have no fewer than three days of pre-production at the above daily rate.

A Stage Manager who has never Stage Managed or Assistant Stage Managed the production shall have no less than one week of pre-production to be paid for at no less than one week of contractual salary.

When a new production is being presented, the Stage Manager shall have no less than one week of pre-production to be paid for at no less than one week of contractual salary.

28. TELEVISION, RECORDING, BROADCASTING & MOTION PICTURE.

The Producer agrees that there will be no filming, recording, televising, closed circuit or paid television, video cassette or any other form of EVR of the production without prior negotiations and agreement with Equity as to the payments and working conditions for said televising.

(A) Sound Filming or Portion of Rehearsal for Television News Release. In order to permit TV News to publicize and review productions; Equity will permit sound television news cameras to tape a portion of a rehearsal or performance of a play during its regular rehearsal or performance hours, a maximum of three times (including dress rehearsal), for the purpose of transmitting said coverage on television news programs, provided the following conditions are observed:

(1) At least 24 hours advance notice of the film news coverage shall be given to the Actors, and written notice shall be sent to Actors' Equity Association. Equity must receive the name of the Network(s) on which the film is to be shown as well as the Newscast and time slot of same.

(2) The filming and/or interview session shall not exceed one-half hour. The Deputy shall file with Equity a report giving the time utilized for the filming and interview session.

(3) No more than three minutes of any filmed portion of the rehearsal or performance shall be shown on the TV news broadcast, the balance of the filmed sequence to be destroyed.

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

(5) The Stage Manager under contract, or an Assistant Stage Manager (ASM) designated by the Stage Manager, shall be present at all recording sessions, whether the Actors are taking part or not. If the ASM is present and should circumstances during the recording require the actual presence of the Stage Manager, he shall be compensated for the session at no less than the appropriate AFTRA/SAG rate for an on screen principal.

(6) If the Actors under contract are called for a taping or recording session, the Stage Manager shall also be present.

(7) If there is any violation of the above conditions, the Producer shall be liable for payment under the requirements of Rule 70, TELEVISION, RECORDING, FILMING, in the Standard Production Contract Agreement.

29. TERMINATION.

(A) 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.

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.

(B) Before rehearsals. This agreement may, before the beginning of rehearsals, be terminated as follows:

(1) By the Actor giving written notice (copy to Equity) to the Producer five weeks prior to the rehearsal date on the contract.

(2) By the Actor giving written notice to the Producer less than five weeks, but at least two weeks prior to the rehearsal date specified in the contract and paying one week's salary.

(3) By the Producer giving written notice to the Actor and paying him a sum equivalent to one week's salary multiplied by the number of weeks of employment guaranteed to the Actor, or two weeks salary, whichever is greater.

(4) Just Cause. No Actor under Equity contract may be discharged except for just cause. If requested by the Actor, the Producer must furnish his reasons for dismissal to the Actor and Equity in writing within two weeks of such request. Equity may then investigate the basis for any discharge. If Equity desires to challenge any discharge, then the matter shall be submitted to arbitration in the manner provided in Rule 2.

(C) Individual Termination after Opening. Either party, by giving two weeks notice in writing to the other at any time after performances have begun, may terminate said contract; such to be effective at the end of two weeks after notice is given, provided the Producer pays the Actor any salary due under any guarantee.

(D) The Producer may close season and company 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.

30. TRANSPORTATION AND BAGGAGE.

(A) Transportation of Actors by Producer.

(1) Except as specifically changed or modified herein, the Producer shall, at his own expense, transport the Actor when required to travel, from place of residence to the theatre and return. The Producer shall provide such methods of travel to the theatre as are most direct within the public means of transportation available. The preferred method of transportation shall be scheduled air tourist flight, provided that if train or bus transportation is more appropriate to the production site and the Actor's residence, that shall be the preferred method of transportation.

(2) Air Travel. The Actor shall not be compelled to travel by air without his consent. In each and every case, it shall be entirely in the determination of the Actor to decide whether he wishes to travel by air or not. Air travel, if consented to by the Actor, may not be on non-scheduled or private air lines. Scheduled air tourist flights may be substituted for first-class air travel, provided such flights take place during the hours between 8:00 A.M. and 8:00 P.M., and are of less than six hours duration and meals are provided at the Producer's expense. If the Actor consents to travel by air, the Producer agrees to reimburse the Actor for the premium cost of air travel insurance up to the amount of \$60,000 purchased by the Actor. Air excursion tickets or group air travel plans may be used only between the hours of 8:00 A.M. and 8:00 P.M. 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. If delay en route 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 airline, shall be reimbursed to the Actor by the Producer. The Producer shall designate that the Actor's baggage be transported either by air freight or air excess baggage. If the Producer designates air freight, the Actor shall be given at least 24 hours notice thereof, so as to arrange for such transportation. The cost of baggage transportation, not in excess of 125 pounds will be borne by the Producer.

(3) 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. Should the Producer present proof satisfactory to Equity that Pullman sleeping accommodations could not be obtained, the Producer shall pay the Actor the 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.

(4) Automobile Travel. If an Actor uses his own car or rides with another Actor in transporting himself inter-city for his engagement, he shall receive a sum equivalent to the cost of the applicable public transportation from the place of residence to the theatre and return.

(5) Bus Transportation. Bus travel shall be a public carrier duly licensed to carry passengers by interstate or intrastate commission, such travel shall be between the hours of 8:00 A.M. and 8:00 P.M. Buses shall be air conditioned and provide the maximum comfort to the Actor.

(6) The Producer shall furnish the Actor with the necessary tickets or their cash equivalent from place of residence to the theatre at least three days in advance of his departure. The Producer, upon request of the Actor, shall deliver to him his return transportation at least one week before the close of the Actor's engagement. If, in an emergency, it should become impossible for the Producer to comply with the above conditions, the Producer shall reimburse the Actor in the amount equal to the actual sum spent by the Actor for the transportation, but in no event less than the cost of first-class transportation.

(7) Anything in the foregoing to the contrary notwithstanding, the Actor and the Producer may agree in writing as to routes and modes of transportation. 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 place of residence to the theatre and return.

(B) Baggage.

(1) The Actor shall be responsible for transporting his personal hand baggage to and from his residence to applicable bus or train station or airport, 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. In addition, the Producer shall reimburse the Actor for transportation of the Actor's

trunk to and from the Actor's residence and applicable station upon the presentation of a receipt for such transportation.

(2) The Actor shall also be responsible for transporting his personal hand baggage and trunk (as above), under the Producer's direction, from the Actor's place of residence to and from the station, terminal or place of the Actor's arrival at or near the town in which the Producer's theatre is located and back to the Actor's residence or the place of engagement. The Producer will pay for the transportation of baggage up to 125 pounds.

Upon arrival, the Producer shall be responsible and pay for transportation of the Actor's baggage up to 125 pounds from the station, terminal, or place of the Actor's arrival to the theatre and/or the Actor's lodging place, and back to the station, terminal, or place from which the Actor departs after the close of the engagement.

31. UNION SECURITY.

All Actors, except non-professionals as provided herein, who are members of Actors' Equity 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 the Union 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 continued employment. All new employees shall, as a condition of employment, become members of the Union 31 days from the date of the commencement of their 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 equivalents thereof) to the Union as financial obligations in accordance with the requirements of the National Labor Relations Act.

32. VACATION.

The Actor shall accrue one day of vacation pay for each six weeks of employment for the same Producer. However, the Actor shall not be eligible for vacation pay unless he has been employed at least 12 weeks within a 12 month period for the same Producer. The Producer may direct when the Actor is to take vacation time, provided the Producer gives the Actor two weeks advance notice. If the Actor does not use the vacation time, the Actor shall receive accrued vacation pay as severance pay, one day being equal to one-sixth of Actor's contractual salary.

33. VOTING -- SECRET BALLOT.

(A) Equity cast meetings called by the Deputy or the Stage Manager to vote on working conditions or concessions may only be held with the prior consent of Equity. At such meetings, neither the Producer nor the Producer's representative (whether or not on an Equity contract) shall be present other than to explain the Producer's

position. Any action proposed or approved at such a meeting shall not be binding without the written approval of Equity.

(B) All votes at such meetings shall be by secret ballot.

(C) The determination of Equity as to any issue arising under the above provisions shall be final and binding upon the Producer and each Actor.