



BUFFALO/ROCHESTER SPECIAL APPEARANCE AGREEMENT TERMS, CONDITIONS, AND WORK RULES

Expires: August 5, 2012

I. USE AND LIMITATIONS

- A. This agreement shall be available to theatres in the greater Buffalo and Rochester areas for use in hiring Equity Actors and Stage Managers.
- B. The agreement may be used to hire guest professional Equity 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 Buffalo/Rochester metropolitan areas.
- 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 make best efforts to hire an Equity Stage Manager on this agreement.
- F. Equity Actors being hired under the Buffalo/Rochester Special Appearance Contract must be Members in good standing as determined by Equity.
- G. The Producer may not schedule performances for children or school level audiences or present productions which should properly be produced under the terms and conditions of the Agreement and Rules Governing Employment in Theatre for Young Audiences, without the express written consent of Equity.
- H. CATEGORIES. Salary and work rules shall be determined by categories as follows:

Effective August 5, 2010 through August 7, 2011:

Category	Potential Weekly Box Office Gross
One	0 - \$6,000
Two	\$6,001 - \$10,000
Three	\$10,001 - \$20,000
Four	\$20,001 - \$35,000

Effective August 8, 2011 through August 5, 2012:

Category	Potential Weekly Box Office Gross
One	0 - \$6,180
Two	\$6,181 - \$10,300
Three	\$10,301 - \$20,600
Four	\$20,601 - \$36,050

II. SALARIES, BENEFITS, AND OTHER COMPENSATION

A. Minimum weekly salaries and maximum weekly work hours shall be as follows.

Effective August 5, 2010 through August 7, 2011:

Category	Weekly Performances	Actor Weekly Hours	Minimum Actor Salary	SM Weekly Hours	Minimum SM Salary	Overlap Increment	SM Overlap Hours	Overtime (per ½ hr.)
One	3	20	\$165	23	\$215	\$50	28	\$6.00
Two	4	25	\$214	27	\$276	\$75	32	\$6.00
Three	5	30	\$288	34	\$350	\$75	39	\$6.00
Four	6	36	\$462	40	\$495	\$100	45	\$8.00

Effective August 8, 2011 through August 5, 2012:

Category	Weekly Performances	Actor Weekly Hours	Minimum Actor Salary	SM Weekly Hours	Minimum SM Salary	Overlap Increment	SM Overlap Hours	Overtime (per ½ hr.)
One	3	20	\$170	23	\$221	\$50	28	\$6.00
Two	4	25	\$220	27	\$284	\$75	32	\$6.00
Three	5	30	\$297	34	\$361	\$75	39	\$6.00
Four	6	36	\$476	40	\$510	\$100	45	\$8.00

- B. Overtime shall be paid at a rate as per the table above per half- hour or any portion thereof.
- C. PAYROLL. All Equity Actors shall be paid weekly on a salaried 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.
- D. BENEFITS. 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. In addition, the Producer shall make a payment on behalf of each Actor which will provide mandatory Supplemental Workers' Compensation. This payment shall not exceed \$2.00 per week. Please contact Actors' Equity for the current Supplemental Workers' Compensation rate. The Producer may elect to make contributions to the Equity League Health Fund on behalf of each Equity Actor hired. If the Producer does elect to pay for Health, all Equity Members hired must be covered. Contact Equity for the current Health rate.
- E. DUES. The Producer shall withhold Working Dues (currently 2.25%) 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, and

Supplemental Workers' Compensation payments and current 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) or it will be returned to the Producer. Salary and benefit payments may be made through the use of a paymaster.

- G. **MINIMUM TERM OF EMPLOYMENT.** The minimum term of employment shall be one week. The full term of employment, if known, shall be stated on the face of the employment contract. Any notice of termination of the contract shall be no less than one week. Beginning the week following the first public performance, the producer may not terminate the Actor's contract except for just cause.
- H. **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.
- I. **CONSECUTIVE PRODUCTIONS.** An Actor or Stage Manager may be employed for consecutive productions, by means of a rider, for an additional minimum weekly increment, as set forth in the Salary Table, for any week in which the Actor or Stage Manager rehearses or performs in both productions as long as there is a one and one-half hour break between the end of rehearsal and the beginning of half-hour call.
- J. **OUT OF TOWN ACTORS.**
 - 1. Out of town Actors shall be provided with single occupancy housing with kitchen facilities and round trip travel at no cost to the Actor. In addition, the Actor shall receive \$30.00 per diem.
 - 2. When the Actor arrives at the station or airport of the theatre's location by transportation specified by the Producer, said Producer shall provide timely transportation to the Actor's lodging.
 - 3. In all cases where there is no available public transportation and no available 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 the Producer's 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 pre-arranged schedule. If housing and/or restaurants are more than one-quarter mile from the theatre, the Producer shall furnish transportation for the Actors who are 65 years of age and over, and for all Actors in the event of inclement weather or in the event that the Actors are required to use unlighted roadways after dark.

This transportation shall be furnished in such manner that the Actor shall arrive at the theatre not later than 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 conveyances for private hire such as taxis.

The Producer shall provide round-trip transportation once a week at posted times to an area of diversified shopping, including a bona fide supermarket, drugstore, and laundromat, if such facilities are further than one-quarter mile from the

Actor's lodging.

III. WORK RULES

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

Category	Rehearsal Week	Performance Week
One	20 Hours	3 performances
Two	25 Hours	4 performances
Three	30 Hours	5 performances
Four	36 Hours	6 performances

Additional performances may be scheduled in any week for additional compensation of \$55 in Category One, \$60 in Category Two, \$65 in Category Three, and \$70 in Category Four. There shall be at least 48 hours notice of any additional performance.

B. Rehearsals, excluding the required meal break, shall be limited to four (4) hours per day in Category One and Two, five (5) hours per day in Category Three, six (6) hours per day in Category Four, unless the appropriate overtime is paid.

C. During opening week, the total work week, rehearsals and performances, may not exceed the total hours permitted for a rehearsal week in each category unless the appropriate overtime is paid.

D. 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 Actors' convenience and shall not be scheduled on a two performance day. Rehearsal time shall only be used for brush up, replacement rehearsals, or notes. If changes are made or new material added, this rehearsal time shall be paid for at the overtime rate.

- E.
1. Costume calls, photo calls, and notes 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 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 1/2) 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 in each work 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 3 above.

G. CAST LISTS, PROGRAMS AND PUBLICITY

1. A cast list must be supplied free of charge to each audience member. In all cast lists and programs, the Equity artists' 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 which have been approved by them.
3. 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.
4. Complimentary tickets shall be made available to franchised agents, bona fide casting directors, professional producers, choreographers, and directors.

H. COSTUMES

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:

<u>Item</u>	<u>All weeks of Performance</u>
Coat/Jacket	\$ 7.00
Suit Jacket	7.00
Blouse	2.00
Dance Shoes	8.00
Dress	5.00
Ensemble (Complete outfit)	30.00
Jeans	2.00
Shirt	2.50
Skirt	5.00
Shoes/Sneakers	4.00
Shorts	2.00
Slacks	5.00
Suit	20.00
Sweater	3.00
Tie	0.50
Hat	2.00
Evening Gown	15.00
Slip/Bra	2.00
Nightgown	2.00
Bathing Suit	2.00
Miscellaneous (Purse, jewelry, etc.)	0.50

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.

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.

I. STAGE MANAGERS

In the event that an Equity Stage Manager is engaged:

1. Should the Producer require the Stage Manager to perform any Stage Managerial duties in a production any time prior to the required first date of employment or after the production has closed, the Producer shall pay the Stage Manager at the rate of no less than one-sixth of contractual salary for each day or part thereof of employment.
2. Stage Managers shall not be required to:
 - (a) Design, build, hang, transport, operate, shop for or maintain lights, sound, scenery, props, video, wardrobe, animals, and so forth
 - (b) Arrange living accommodations
 - (c) Order or distribute food for any members of the production
 - (d) Be responsible for any aspect of transportation or be responsible for the maintenance of any vehicle
 - (e) Be responsible for any aspect of laundry or dry cleaning
 - (f) Be responsible for setting up stage managerial tech tables for technical rehearsals
 - (g) Have contracts or riders signed or initialed; or perform another function which normally comes under the duties of the General Manager or Company Manager. This shall not, however, preclude delivery of a sealed envelope addressed to the individual Actor/Stage Manager
 - (h) Sign the closing notice of the company or the individual notice of an Actor upon termination of contract (which is not to preclude posting of all closing and other permanent company notices)
 - (i) Do the payroll or distribute payment including, but not limited to, salary and per diem
 - (j) Do building maintenance, janitorial, custodial, or house management work

J. DISCRIMINATION FOR UNION ACTIVITY

1. An Equity member shall have the duty and obligation to report to Equity any non-compliance with the Buffalo/Rochester Special Appearance Contract Terms, Conditions and Work Rules.
2. The Producer shall not dismiss or otherwise penalize any Equity member for fulfilling the member's duties or obligations as a member of Equity.
3. In the event the employment of an Equity member is terminated for any reason whatsoever, the Producer shall furnish written reasons for such termination to both the Equity member and Equity at the time of dismissal.
4. Any member who claims that the Producer has given notice or otherwise

penalized said member for fulfilling duties as an Equity member may present case to the Equity Regional Executive who shall give the Producer an opportunity to be heard. If the Regional Executive is satisfied that such activities are the real cause of dismissal or any penalty, the Executive may permit the Actor's claim to be arbitrated and shall have the right to determine the character and the amount of the claim to be submitted.

5. It is further agreed that, if upon arbitration the claim of the Equity member is sustained, the arbitrator shall have the right to impose a penalty, which penalty shall be at the discretion of the arbitrator, but shall not be less than the sum of \$1,000 or five weeks' salary, whichever sum is the greater. If the claim is sustained, said member shall also be reinstated with back pay from date of dismissal to date of reinstatement.

IV. 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.

V. 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) 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) Up to three (3) filming or taping sessions may be scheduled and all stations must do their filming or taping during those three (3) sessions.
 - (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) hour 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.

(c) When cameras are going to film or tape, the cast must be given notice at the half-hour call.

(d) 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 performances or rehearsal shall be shown on the TV news broadcast or community affairs program nor may the edited footage shown 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.

VI. CONVERSIONS 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 perform the same role or function. 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 or 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 the Actors hereunder 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 obligations 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 Actors hereunder who fail to receive bona fide offers in accordance with a conversion clause in the applicable Equity Contract, the Producer hereunder shall have no obligation to compensate the said Actors under this provision. Nothing in this Agreement shall be construed to relieve any producer of a subsequent Equity contract production of any obligation to make conversion and/or contingent rights payments to Actors.
5. The provisions of this Paragraph VI will pertain for a period of three (3) years following the close of the production.

VII. SUBSIDIARY RIGHTS IN OTHER MEDIA

- A. 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) now known or hereafter devised are disposed of, the Producer shall pay or cause to be paid to each Actor hereunder 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.
- B. 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 Production hereunder, may be deducted from the five (5) weeks Production Contract salary due in accordance with (A) above:
 1. Any sums paid to the Actor hereunder as conversion payments following conversion of the Play pursuant to a subsequent Equity Contract production, or,
 2. If an Actor had received a bona fide offer to perform in such Contract Production, the amount the Actor would have received in payment in lieu had the Actor not received such offer.
- C. Based on the foregoing, each Actor hereunder 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 Paragraph D below.
- D. 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 participants hereunder 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 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.

VIII. 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 New York City.

IX. 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.

X. 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.

Revised 07/29/00

RB/LL

Revised 07/14/03

RB/TK

Revised 06/25/07

RB/JE

Revised 06/08/10

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