

# **Actors' Equity Association**

## **AGREEMENT AND RULES GOVERNING EMPLOYMENT SHOW PALACE DINNER THEATRE**

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## RECOGNITION

The Show Palace Dinner Theatre (the "Producer") agrees to recognize Equity as the exclusive representative of the Actors (Principals, Chorus, Stage Managers, Assistant Stage Managers) employed by the Producer, for the purpose of collective bargaining and the administration of matters within the scope of this Agreement.

A Dinner Theatre is defined as a theatre presenting consecutive productions in conjunction with dinner service, playing no less than three weeks each on a year-round basis. An occasional layoff or hiatus shall not be construed as to interfere with the year-round nature of the operation. Both events must occur in the same room and the only advertised price of admission for at least 75% of the performances in any given week will include both the cost of the meal and attendance at the performance. No more than 25% of the performances in any given week may be on a "show only" basis. A Theatre Restaurant is defined as an operation that meets the above qualifications except that dinner service and theatre shall be presented in separate but adjacent rooms. Both the theatre and restaurant must be under the same ownership. Seating in Theatre Restaurants may not exceed 1,200 seats. Theatre Restaurants existing prior to January 31, 1982, and operating under an Equity contract other than the Dinner Theatre Contract shall not change contracts without the consent of Equity. Dinner Theatres and Theatre Restaurants shall not be permitted within 25 miles of Times Square, New York City; within 25 miles of The Loop, Chicago; within Los Angeles County; or within the city limits of San Francisco, without the permission of Equity, except that all members of ADTI in operation on or before November 3, 1974, regardless of location, shall be considered Dinner Theatres and shall be subject to all of the other terms and conditions of this Agreement so long as they continue to fulfill the requirements set forth above.

## RULES GOVERNING EMPLOYMENT

### 1. ACTORS' OBLIGATION TO EQUITY. [See Rule 72, UNION SECURITY.]

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

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

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

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

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

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

## **2. AGENTS.**

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

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

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

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

(D) Chorus Commissions. The Producer has notice that Actors performing under Chorus Contract shall not pay commission to any agent, except in accordance with the Equity Agency Regulations.

## **3. ALIENS.**

Non-resident Aliens shall not be employed in Dinner Theatre productions without the consent of Equity.

## **4. 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 making of recordings of any kind during 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. The Producer agrees that an announcement will be made before each performance, requesting the audience not to smoke during the performance.

## **5. ARBITRATION.**

Any controversy arising from the application or interpretation of this Agreement or affecting the relationship between any Actor or Equity and the Producer, including disputes as to the existence or validity of any employment contract, shall be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Arbitration as provided herein shall be the exclusive remedy for the resolution or adjustment of disputes, including any question as to whether a dispute or issue is arbitrable under the provisions of this Agreement.

Nothing herein shall be construed to give the arbitrator the authority to alter, amend or modify any of the provisions of this Agreement.

Arbitration will take place in New York, Chicago, Orlando, or Los Angeles, whichever city is closest to the Dinner Theatre involved, or such other city as may be mutually agreed upon.

(A) Time Limit. Should the Producer dispute a ruling by Equity and if said ruling is arbitrable under these Rules, he must demand arbitration within four weeks' notice to him of said ruling. Failure to do so constitutes agreement with said ruling and an acknowledgment that Equity may deduct any monies due as a result of said ruling from any security posted with Equity by the Producer. The Producer further agrees to replace said amount deducted immediately upon demand by Equity.

(B) Expenses. The expense of the arbitration, including the compensation of the arbitrator, shall be shared equally by Equity and the Producer.

(C) Equity's Rights. Equity shall act on behalf of the Actor in any arbitration proceedings and in accordance with Equity's Constitution and By-Laws, no Actor is authorized to commence any arbitration proceeding except with the consent of Equity.

## 6. AUDITIONS.

(A) General Rules. Before any principal performers (other than "star" performers) are offered roles in a production, the Producer shall conduct auditions for performers. The following conditions shall apply:

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

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

(B) Equity Auditions: General Provisions

(1) Each required audition shall be an essential element of the casting process for the production(s) for which it is held. All required auditions shall be open to all Equity performers on an equal basis.

(2) The Producer shall conduct no less than one full day for each production or two (2) full days of Equity Auditions per season, at least one of which must be held in Orlando, FL at an Equity-approved audition space. Each of these required Equity Audition days shall be conducted for all planned shows in the upcoming season, and shall be held prior to any auditions for the same production(s) held outside of Florida.

(3) If the Producer conducts auditions of any kind in New York City, Equity may require the Producer to conduct Equity Principal Auditions (see Rule 6(D)) and, if applicable, Equity Chorus Calls (see Rule 6(E)) in New York City, in addition to the local auditions required herein, for the same production(s).

(4) Auditions of producer-invited, agent-submitted and manager-submitted performers and callback auditions for a production shall not be conducted until all other auditions have been completed.

(5) The Producer shall consult with the Equity Auditions Department with respect to the scheduling of auditions.

(6) Except in an emergency, the location or time of announced Equity auditions may not be changed without the consent of Equity.

(7) Casting Authority: An individual with casting authority (that is, one who can effectively recommend performers for employment by the Producer) shall be present at all times during required auditions. All personnel who exercise casting authority must be qualified by training and experience to do so. They must also be familiar with the show being cast, and with the director's concept for the show and characters. A Musical Director shall be present at all musical auditions, and a Choreographer shall be present at all dance auditions.

(8) The Producer shall provide a piano and an accompanist proficient in sight-reading when auditions are held for productions in which performers sing and/or dance.

(9) If the Producer chooses to audition from scripts, sides or similar materials, such materials shall be made available at least 30 minutes prior to the first scheduled audition time. If the

material has more than one character, the Producer shall provide a qualified reader who is not auditioning during the auditions for said material.

(10) No broadcasting, filming, photographing, videotaping, digital video recording or sound recording of Equity performers shall be permitted at any Equity audition or interview without the written consent of Equity.

(11) The Producer shall not conduct auditions in an Equity Office City on any day when an Equity Membership meeting is scheduled, provided that Equity notified the Producer in advance of such meeting.

(12) Casting Notice. For all required auditions, the Producer shall send a casting notice to the Equity Auditions Department, ensuring that the notice is received a minimum of two weeks prior to the required audition. The Auditions Department will forward this notice to the Producer's local Equity Auditions Hotline.

(13) Casting notice information. The Producer shall provide the following information on all required casting notices:

(a) Titles of all productions for which the auditions are being held;

(b) Projected rehearsal and playing dates of all productions;

(c) Date, time and location of the audition, and time of any scheduled break in the audition day;

(d) Names of all Authors, Composers, Directors, Choreographers, Musical Directors and Casting Directors involved in the production(s), as may be available at the time;

(e) A complete cast breakdown (including a definitive description of each principal role in new or obscure shows), and notation of possible opportunities for Non-Traditional Casting. Equity required audition notices shall contain character descriptions, synopses and other pertinent items of information identical to those included in notices sent to a breakdown service or intended for agents and/or managers.

(f) Stage Manager positions available, and a notation as to whether or not personnel with the authority to hire Stage Managers will be present at auditions. A name and address to which Stage Managers' resumes may be sent shall be provided, even if no Stage Managers are being sought at the time.

(g) Theatre's minimum weekly salary for Equity performers and Stage Managers.

(h) All necessary instructions for auditioning Equity performers (e.g. "Prepare a brief traditional musical theatre song", "Prepare a brief contemporary comic monologue", "An accompanist will be provided", "Please bring dance clothes", etc)

(i) Date and time of any callback auditions that have been planned as of the casting notice submission date.

(C) Equity Auditions (Florida) (See Rule 6(B)(2)):

(1) Equity Auditions shall be held for all productions in the season. Both chorus performers and principal performers shall be auditioned at combined principal/chorus auditions to be termed "Equity Performer Auditions". Required Equity auditions for non-musical shows or for non-chorus musicals shall be termed "Equity Principal Auditions" (EPAs).

(2) One full day of Equity Auditions shall consist of seven hours out of an eight-hour period.

(3) Equity Audition Formats. Equity auditions may be conducted on a “walk-in” first-come, first-served basis, or by appointments, made on a first-come, first-served basis. Performers shall have a minimum of two minutes to perform material in the discipline of their choice, in accordance with the Producer’s audition preparation instructions (see Rule 6(B)(13)(h)).

(a) Equity Principal Auditions / Equity Performer Auditions by appointment.

(i) Appointments for Equity performers shall be scheduled in five-minute time slots.

(ii) The Producer shall not call or invite any performer to the audition, except by means of the casting notice described in Rule 6(B)(13) in this Agreement.

(iii) The required casting notice shall include a telephone number at which appointments for Equity auditions will be taken. The Producer shall also specify reasonable days and hours during which appointments will be taken.

(iv) Equity Performers shall neither be required nor shall they be invited to mail, fax, deliver or e-mail their headshots and resumes in order to secure an audition appointment.

(v) On the day of the Equity auditions, Equity performers without appointments shall be accommodated as time permits.

(b) “Walk-in” auditions. Equity auditions may be conducted on a “walk-in”, first-come, first-served basis. When this format is used, performers sign up on the day of the auditions, in the order in which they arrive at the audition location. At the producer’s option, performers may then be seen in the order in which they arrive, or performers may be allowed to select a specific audition time slot.

(D) Equity Principal Auditions (New York City) When Equity Principal Auditions are conducted in New York City (See Rule 6(B)(3)), the following conditions shall apply:

(1) Equity may require either one full day of EPAs (seven hours out of an eight-hour period) or one half-day of EPAs (four consecutive hours).

(a) During each full-day EPA, the Producer shall audition a minimum of 126 Equity performers, and shall see more if time permits.

(b) During each half-day EPA, the Producer shall audition a minimum of 72 Equity performers, and shall see more if time permits.

(2) An Equity representative/monitor shall be present to organize and run the Equity Principal Auditions, at no cost to the Producer. The Producer shall make the premises available to the Equity monitor and the Equity performers at least one hour before the scheduled EPA begins.

(E) Equity Chorus Calls (New York City) (See Rule 6(B)(3)). When required Equity Chorus Calls are held in New York City the following conditions shall apply:

(1) All Equity auditions shall be held in an Equity-approved space.

(2) The Producer shall submit a casting notice (see Rule 6(B)(13) for instructions) for the Equity Chorus Call(s) to the Equity Auditions Department no less than two weeks before the date of each Chorus Audition.

(3) An Equity monitor shall be present at the first audition to assist the Producer or the designated representative in organizing and facilitating the auditions, at no cost to the Producer.

- (4) In scheduling all Chorus Auditions, the Producer will check with the Equity Auditions Department. The Auditions Department shall, in consultation with the Producer, attempt to schedule the auditions so that no more than two theaters hold their first or final Chorus Audition on the same day or audition the same category of performer (singer or dancer) at the same time.
- (5) The scheduling of Chorus Auditions and notice of such audition calls shall be sent by Equity in the applicable city. The Producer shall notify Equity of the time and date of the final audition.
- (6) Singers (male and female) and dancers (male and female) shall be auditioned separately at the first Chorus call for performers. For each group called, the time and place of said call shall be provided in a notice sent to Equity at least two weeks before the time of audition. No less than two hours shall be allotted by management for each gender in each category.
- (7) Auditions may, if necessary, be held on two separate days, one day for voice, and one day for dancing and for general qualification. If the two days of auditions are not consecutive, the performers shall not be required to report, for any purpose, on the intervening days. If performers are called for any day, or work on any day after the second audition day, it shall be deemed a rehearsal.
- (8) Should the Producers of three or more Theaters combine to hold a joint Audition in lieu of individual auditions, one additional call-back shall be permitted.
- (9) Time spent for any call-back involving a single Theatre shall be limited to five out of seven hours. A single call-back for three or more Theaters shall be limited to seven out of eight and one-half hours.
- (10) Except as provided above, auditions and/or call-backs shall be limited to two in number for each individual performer. For each call-back in addition to the above limitation, performers shall be compensated at the rate of one-seventh of weekly minimum salary.
- (11) A Chorus Audition shall not be interrupted to audition a Principal performer, except at the finals, to have Chorus performers read for a "part" or understudy.
- (12) The Producer shall provide piano accompaniment at all auditions for performers whether at a studio or in a Theatre.
- (13) No performer shall be called upon to perform any material at an audition which cannot safely be executed without rehearsal, including but not limited to trick dance steps, acrobatics, or other movements which cannot safely be performed, by virtue of the performer's training, without practice and preparation.
- (14) The Producer shall not hold auditions on any day when a regularly scheduled Equity membership meeting is scheduled within 50 miles of the audition location, provided that Equity notifies him in advance of such a meeting.
- (15) The musical director or designated representative must be present at auditions for singers. The choreographer or designated representative must be present at dance auditions. Someone with casting authority shall be present at all auditions.
- (16) Equity shall post a copy of the Audition Code at all Chorus Auditions.
- (17) Dancers shall be auditioned as dancers before being auditioned as singers.
- (18) Singers shall be auditioned as singers before being auditioned as dancers.

(F) Safe and Sanitary Provisions. Performers shall not be permitted to audition in any premises that do not comply with the fire laws of the city and state in which the auditions are held. The Producer shall provide:

- (1) A room, other than the audition room, that shall have seating and open space where the performers may wait and/or warm up for the audition.
- (2) Separate change facilities (not lavatories) for men and women dancers.
- (3) Audition, changing and/or waiting rooms that are properly lighted, ventilated and in which the temperature is properly regulated to provide a comfortable environment, but in no event less than 68° F in cold weather or more than 75° F in warm weather.
- (4) Ample, pure, cool drinking water (and cups, where needed) shall be provided at no charge wherever required auditions are conducted.
- (5) Restrooms shall be available throughout the times of the audition. Access to these facilities must be separate from the room in which auditions are being held.
- (6) All auditions for Equity performers shall be held in facilities in which no smoking is allowed.
- (7) Liability Insurance. The Producer shall provide liability insurance at auditions and shall provide the name of the insurance carrier to the performers at the audition. In the event of injury, the Producer shall advise the performer of the procedure for filing a claim with the insurance company.

(G) Equal Employment Opportunity

(1) It is the intention of the parties that auditions/interviews shall be conducted in a manner that continues to promote fair consideration to ethnic minorities (African-Americans, Hispanic-Americans, Asian Americans and Native Americans), women, seniors and performers with disabilities, and that the stage reflect a multi-cultural society. In furtherance of this policy, and with due regard for the requirements of and suitability for a job, and with the understanding that there can be no interference with the contractual rights or artistic discretion of the Playwright, Director or Choreographer, the Producer shall endeavor to hire ethnic minorities, women, seniors, and performers with disabilities.

(2) Non-Traditional Casting

(a) The parties hereto affirm their commitment to an inclusive casting policy known as Non Traditional Casting. Non-Traditional Casting is for the purpose of increasing employment for ethnic minorities, female, seniors and performers with disabilities, and is for the casting of such performers in roles where race, age, ethnicity, gender or the presence or absence of a disability is not germane to either the play or the character's development.

(b) In furtherance of this goal, the Producer agrees to make a determination of non-traditional casting opportunities, taking into consideration any suggestions made by Equity, and to identify for use in all published casting notices and in the Producer's announcements to agents and casting directors roles available for non-traditional casting and to actively solicit the participation of ethnic minorities, females, seniors and performers with disabilities.

(c) The foregoing constitutes an expression by Equity and the Producer of their desire to encourage and promote inclusive employment practices.

(d) Producer agrees to encourage all Directors, Choreographers and Casting Consultants in the Producer's employ to select in accordance with the policy outlined in Rules 6(G)(1),

(2) and (3). Furthermore, the Producer will provide a statement of this non-traditional casting policy to all Directors, Choreographers and Casting Consultants.

(3) Performers with Disabilities.

(a) When a role to be cast depicts a person with a specific disability, the Producer shall include this information in the casting specifications and, at the same time, shall notify Equity of such specifications so that performers with similar disabilities shall be informed and given the opportunity to audition for the role.

(b) When the Producer holds auditions in premises which are not architecturally accessible for performers with disabilities, the Producer will, upon notification by Equity or by a performer with a disability who wishes to attend the audition, arrange for appropriate audition facilities to accommodate performers with disabilities.

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

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

(4) Records.

(a) The Producer will maintain records of ethnic minorities (African-American, Asian/Asian-Pacific American, Hispanic-American, Native American), women, seniors, and Actors with disabilities, auditioned at all non-required and/or local auditions and will forward such records including information on Actors hired, to Equity, at least once within each calendar year, on a form supplied by Equity.

(b) The Producer may provide a form upon which performers who appear at the audition may, at their option, designate ethnic background/origin and gender.

## **7. BENEFIT PERFORMANCES.**

Actors may rehearse for and play in Equity-approved benefits. All requests for benefits must be made through Equity. Notice of Equity-approved benefits shall be served through the Deputy by Equity.

## **8. BILLING.** [See also Rule 49, PHOTO AND COSTUME CALLS and Rule 52, PROGRAMS.]

(A) If the Actors' pictures and names do not appear in the program, then, wherever suitable, the Actors' pictures and names shall be displayed in front of the Dinner Theatre (or in the lobby, foyer, or at the main entrance of the Dinner Theatre), provided such pictures are furnished by the Actors. These pictures shall be head shots (not composites) no less than 8x10 in size with the likeness upright when the eight-inch side is on top, and adjacent to each, the Actor's name shall be posted in clearly legible print.

(B) Actors must receive picture credit (B) on all brochures, publicity and promotional material (under the Producer's control) and for photographs (when the shot includes four or fewer Actors).

(C) In the event of a cast replacement, or error, the Actor's name and/or likeness (in pictures of four or fewer) must be removed from wherever displayed, including all advertising and display media under the Producer's control.

(D) Wherever billing has been negotiated as a rider to a contract, failure to provide such billing shall be corrected within five business days upon written notification thereof by the Actor to the

Producer or his duly authorized representative. Failure to correct such error within the stipulated time shall create a breach of contract as stipulated in Rule 11, BREACHES BY PRODUCER.

**9. BINDING EFFECT OF AGREEMENT.**

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

All contracts signed pursuant to these Rules are binding upon not only the signers on the face thereof, but upon any and all corporations, co-partnerships, enterprises, and/or groups which said signers or each of them control, and are hereby agreed to be adopted as their contracts by each of them.

**10. BLACKLISTING.**

The Producer and Equity both pledge themselves to prevent blacklisting in the Dinner Theatre field. Opposition to blacklisting is not a controversial issue between the Producer and Equity.

Blacklisting for the purposes of this Rule shall mean the submission by the Producer, directly or indirectly, to individual or group pressure, and/or the use of private lists, published or unpublished, of persons not to be employed in theatrical productions for reasons having no direct relation to their theatrical ability.

If it is determined that a Producer has blacklisted, as defined herein, said Producer agrees to pay to the Actor who has lost his employment as a result thereof, his full contractual salary for the duration of the contemplated engagement, plus a sum equivalent to the full contractual salary of his successors, or \$1,000.00, whichever is the greater.

**11. BREACHES BY PRODUCER.**

Should the Producer:

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

without prejudice to any other or further rights given to the Actor or Equity by contract or by Equity Rules.

## **12. CALLBOARD.**

An official Equity Callboard shall be maintained backstage at each Dinner Theatre, on which up-to-date information important to the Actor shall be posted, including:

- (A) Worker's Compensation carrier and carrier number, etc.;
- (B) Names, addresses and telephone numbers of doctors and hospitals in the area;
- (C) Member of the Producer's staff whom the Actor can contact in case of an emergency;
- (D) Information regarding fire exits and fire fighting equipment and proper procedures;
- (E) Producers' procedures for safeguarding the Actor's valuables;
- (F) Notice of scheduled Day of Rest. [See Rule 21, DAY OFF, DAY OF REST AND REST PERIOD.]
- (G) Notice of rehearsal calls after opening, and other calls given by the Stage
- (H) Any concessions regarding Safe and Sanitary conditions. [See Rule 60, SAFE, SANITARY AND HEALTHFUL PLACES OF EMPLOYMENT.]

## **13. CHANGES IN CAST.** [See also Rule 57, REPLACEMENTS and Rule 70, UNDERSTUDIES.]

(A) All understudies and their roles must be listed in the program unless the understudy requests in writing, with a copy to Equity, that he not be listed.

(B) When an understudy takes the place of a Principal Actor, or a Chorus Actor playing a Principal role, or any Principal is replaced by another Actor:

(1) an announcement stating the name of the Understudy or replacement Actor and the character portrayed shall be made from the stage or over the public address system immediately prior to the beginning of the performance, or

(2) an announcement stating the name of the Understudy or replacement Actor and the character portrayed shall be made in all programs through insertion of a printed slip, or

(3) an announcement stating the name of the Understudy or replacement Actor and the character portrayed shall be conspicuously and prominently posted at the entrance to the Dinner Theatre at the place where tickets of admission are collected. Such announcement shall be at least eight by ten inches in size, in letters of at least one inch.

(4) In the event of a permanent replacement, the Producer agrees that within twenty-four (24) hours after the replacement's first performance in the part, the announcement will be made by means of a printed slip in the program. In case of an emergency, this time frame will be expanded to forty-eight (48) hours.

In the event that the Producer is made aware that a replacement will be required to perform for more than one performance, but will not be a permanent replacement, he agrees that in addition to the announcement required in (1) above, the change will also be publicized as specified in (2) or (3) above.

(C) For the first failure to give the required notice of substitution, the Producer agrees to pay the AEA Foundation a sum equal to one-fourth of the weekly salary of that Actor whose part is played by an understudy or another Actor, and also one-fourth of the weekly salary of such understudy or other Actor. For each subsequent failure to properly announce the change, the Producer agrees to

pay the AEA Foundation one-half of the weekly salary of each Actor involved. Management must be informed of each violation prior to the next performance.

(D) Unless Equity shall otherwise order, the Producer shall not require the Actor to alternate with an understudy or a successor, and if replaced by either, he cannot be required (unless Equity otherwise orders) to perform in the part again, or to report to the theatre for that purpose. Payments, however, shall continue to be made according to the terms of this Agreement.

#### **14. CHORUS.**

(A) Playing a Part. A member of the Chorus shall not be permitted to play a part, understudy a principal role or part, understudy a Principal Actor, perform a song or choreography that belongs to a Principal Actor, or that a Principal Actor should be engaged for, nor shall a member of the Chorus be permitted to do a solo or specialty, unless there is an agreement in writing between the Chorus member and the Producer specifying additional payment for said additional work, which payment shall not be less than a minimum specified below.

(1) If a member of the Chorus is assigned to play a part, perform a song or choreography that was performed by a Principal Actor in the original production (Broadway, Off-Broadway, Tour, etc.) or which is individual in its character, he shall receive no less than \$18.00 per week, for each such assignment, in addition to his weekly contractual salary.

(2) If a member of the Chorus is assigned to do a specialty, speak lines or do a solo which is incidental to the production or which was assigned to Chorus in the original production (Broadway, Off-Broadway, Tour, etc.) he shall receive no less than \$8.00 per week, for each such assignment, in addition to his weekly contractual salary.

(3) For purposes of this Rule, those parts reclassified by Equity as "bits," shall not require compensation.

(4) All assignments and payments shall be included on the face of the contract or in a rider attached thereto.

(5) Producer shall notify Equity of each scheduled musical production. Equity shall furnish to the Producer a list of all principal roles and a list of all parts, etc. for which Chorus shall receive additional payments. Should a production sufficiently change either by cutting, by re-writing or by re-choreographing to make questionable the Category in which a particular part belongs, final determination shall be made by Equity.

(B) Each Equity Chorus Actor shall be offered no less than one chorus part or specialty.

(C) Number of Chorus. When the maximum number of Chorus is achieved during the rehearsal period, the number of Chorus shall not be reduced either during subsequent rehearsal period or during the run of the production, unless a Chorus member terminates his own contract and termination becomes effective two weeks or less from the closing of the production.

#### **15. CLAIMS.**

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

(B) Time Limit in Lodging Claims. Should the Actor deem that there is any claim against the Producer under the Actor's contract, the Actor shall present same to Equity or to the Producer within four weeks after the time when such claims shall have arisen, unless the Actor shall give to Equity or to the Board of Arbitration or to either of them a good and sufficient reason for any delay after such period of four weeks. Should the Actor present his claim to Equity, Equity, upon receipt of a claim, will immediately notify the Producer in writing of such claim.

## **16. CLOSING NOTICES.** [See also Rule 68, TERMINATION.]

(A) Closing the Theatre. The Producer may close the theatre by posting on the Equity Callboard one week's written notice to all members of the company, provided the Actors shall receive not less than the minimum employment and/or payment guaranteed under their contracts.

Where a theatre is closed in accordance with or after notice of closing to the entire company, such notice of closing shall supersede any individual notice then outstanding.

(B) Closing the Production. The Producer may close a specific production by posting on the Equity Callboard two weeks' written notice to all members of the company, provided the Actors shall receive not less than the minimum employment and/or payment guaranteed under their contracts.

Anything to the contrary notwithstanding, a Stage Manager notice shall be an individual notice and he/she shall not be terminated by a Closing of Production notice.

(C) The Producer shall post the closing notice before the curtain up of the last performance of the week. Notice of termination or closing given before the performance on Sunday, effective at the end of Sunday following, shall be deemed one week's notice; and such notice effective at the end of Sunday week following shall be deemed two weeks' notice.

(D) The closing notice must be signed by the Producer or a person specifically authorized by the Producer. In no case may it be signed by the Stage Manager or the Assistant Stage Manager.

(E) Unless Actors' Equity Association is notified of a change, in writing, the contemplated closing date as stated on the face of the contract will stand as notification to Equity that said production will close on that date. However, a Dinner Theatre closing notice must be filed with Equity in writing.

## **17. CLOTHES AND MAKE-UP.**

(A) General Provisions. The Producer shall furnish all Actors with all costumes and clothes (period and modern), including wigs, hats, beards, hairpieces, stockings, tights, hose, socks (as essential parts of the visible costume), and shall not expect the Actor to use any of his personal wardrobe on stage except modern and conventional undergarments not referred to above.

When the Actor is provided with costumes by the Producer and the Actor chooses with the consent of the Producer to wear the Actor's own clothing instead, then the Producer shall not be required to pay any rental fee.

(B) Dramatic Productions. The Actor may agree to furnish such conventional streetwear clothes, footwear and appurtenances thereto as he may own. Principal Actors earning \$1,000.00 or less per week shall receive rental for each week of use as set forth in a rider to his contract. Minimum terms shall be based upon the schedule agreed upon in writing between Equity and the Producer, which is annexed to this Agreement and posted on the callboard at each theatre. All other clothes, costumes, wigs, footwear, including the properties and appurtenances peculiar to any trade, occupation or sport shall be furnished and/or paid for by the Producer and at all times maintained by him, at his expense, in a clean and sanitary condition. In no event shall a Producer require the Actor to purchase any special clothes.

(C) Musical Productions.

(1) Principal. If the Actor receives \$1,000.00 or less per week, the Producer shall furnish him with all necessary clothes and footwear. An Actor receiving over \$1,000.00 per week may agree to furnish such conventional streetwear clothes, and a dinner jacket or evening dress, footwear and appurtenances thereto as he may own. All other clothes, costumes, wigs, footwear, including the properties and appurtenances peculiar to any trade, occupation, or sport shall be furnished, and/or paid for and at all times maintained by the Producer. In no event shall the Producer require the Actor to purchase any special clothes.

(2) Chorus. The Producer shall furnish Actors engaged on Chorus contracts with all hats, costumes (period or modern), wigs, beards, hair pieces, shoes, tights, hose, and stockings. In no circumstances shall Actors engaged on Chorus contracts be required to furnish any of their outer clothing.

Tights, hose, stockings and all other skin parts shall be new when issued to the Actor.

(3) Shoes.

(a) General. The Theatre shall provide properly fitted footwear which, if for dancing, shall be new. All other footwear shall be clean, sanitary, and in good repair.

(b) Dance Shoes. The Theatre shall provide properly fitted professional dance shoes for all members of the cast who are required to dance. Dance shoes may represent the period of a production or nature of a specific character (e.g., sneakers in WEST SIDE STORY; athletic shoes in DAMN YANKEES) and must conform to the appropriate style of the movement. All footwear shall be of suitable construction for dancing when used for theatre dance movement. Professional dance shoes are not required for normal ballroom dancing or where there are minimally choreographed movements. The Theatre shall provide professional dance shoes at least one week prior to dress rehearsal.

The Theatre shall furnish pointe shoes with ribbons for all rehearsals and performances requiring pointe shoes. The Theatre shall furnish at least one pair of pointe shoes for each member of the cast called upon to dance in pointe shoes. New pointe shoes shall be provided sufficiently in advance of their use to allow the Actor adequate time to break in the shoes.

Shoes for dancing shall be rubbered and braced (unless otherwise specified by the Actor) and shall be repaired or replaced whenever necessary.

(D) All Productions.

(1) The Actor shall take reasonable care of all clothes and/or costumes furnished him by the Producer.

(2) The Producer agrees to repair at his expense any damage to Actor's shoes and/or clothing used in the production.

(3) The Producer shall be responsible for the cleaning of costumes at his expense (whenever necessary), but at least once every three weeks. Spot cleaning, when required, shall be completed in time to allow at least four hours for drying and airing prior to the half-hour call. Shirts, stockings and other skin parts shall be laundered whenever necessary, but at least every two days. Dry shirts, blouses and skin parts shall be furnished at the beginning of each performance. During the final week of the Actor's engagement, the Producer shall pay the Actor a sum equal to the cost of cleaning the Actor's personal wardrobe used in the production, computed at the prevailing rates at the Actor's place of residence as stated in his

contract, provided the Producer is not required to have the Actor's wardrobe cleaned before it can be used in the production.

(4) Costumes to be Returned. At the close of the engagement, all Actors shall promptly return all wearing apparel, shoes and accessories furnished by the Producer.

(5) The Actor may be charged for any wardrobe issued to him which is not returned at the close of the production, provided he signs a form listing all items issued to him at the time of issue and that the wardrobe person checks all items returned by the Actor on this form and issues a receipt to the Actor.

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

(7) The Producer shall provide all make-up except ordinary and conventional stage make-up. When the Producer requires the use of body make-up, the Producer shall furnish clean towels for the removal of make-up.

(8) Any dispute relating to the above sections of this Rule shall be submitted to a committee composed of the appropriate Deputy, Company Manager, Stage Manager, and, in the case of musicals, the Dance Captain or Choreographer, whichever is appropriate, and the decision of the majority of this committee shall be final and binding.

(9) Rental Rider. No Actor shall rent or lend any wardrobe to a Producer for use in any production without the terms of rental endorsed on his contract or on a rider thereto. Any rental payment approved by Equity shall be made to the Actor by separate check with his weekly salary. When the Producer has the ability to pay these sums on his payroll as a separately itemized, non-taxed earning, the Producer may include such payment on the Actor's weekly payroll check.

Nothing in this Rule shall preclude an Actor from negotiating additional rental for his personal wardrobe that he may agree to furnish under this Rule, provided the minimum requirements set forth herein are maintained.

(10) Change of Hair Color. The Actor may not be required to change his hair color to a color different from that at the time of hiring, unless he agrees in writing. If he agrees, the Producer shall pay for the expense of changing the color and of its upkeep during the run of the engagement and for the restoration to the original color, at the close of the engagement.

The Actor is responsible for appearing at the Dinner Theatre with the same hair color he maintained when signing his contract. If his hair color has been changed, he shall, at his own expense, restore it to the same color as at the time of signing the contract, upon the request of the Producer.

(11) Change of Hair Style. The Actor may not be required to cut his hair in a manner that changes the hair style or to shave his head, beard, moustache, or sideburns, unless he agrees in writing at the time of signing his contract. If the Actor agrees, the Producer will assume the cost of making the change and maintaining it during the run.

The Actor is responsible for appearing at the Dinner Theatre with the same hair style he maintained when signing his contract. If his hair style has been changed, he shall, at his own expense, restore it to the same style as at the time of signing the contract, upon the request of the Producer.

(12) When the Actor, at the Producer's request, is required to buy and wear a hairpiece, the Producer shall be responsible for the cost of supplying and maintaining said hairpiece. Should

the Actor and Producer agree in writing to use the Actor's personal hairpiece, a rental fee shall be agreed upon by the Producer and the Actor, and be paid weekly to the Actor. It shall be the Producer's responsibility for the cleaning and upkeep of the hairpiece.

## **18. CONTINUOUS EMPLOYMENT.**

Continuous employment of the Actor is the essence of all employment contracts. Employment thereunder shall begin on the date of the beginning of rehearsals or required date of arrival if earlier, and shall continue until terminated as herein provided, and not otherwise. In no case shall employment begin with a "day off."

## **19. CONTRACT.**

(A) Contract Required. No Actor may begin employment unless a standard form Equity Dinner Theatre Contract has been signed.

(B) Determination of Classification. Equity has the sole right to determine whether an individual is correctly classified as a Principal, Chorus, Stage Manager, or Assistant Stage Manager, and the Producer agrees that Equity's determination shall be final.

(C) Completing Contracts. The Producer agrees that all blanks, including opening date, name of parts, salary, and required date of arrival, will be filled in, in writing before signing or delivery.

"As Cast" is not acceptable as a designation for a role on contracts for a specific production. On "As Cast" contracts, the first production and role must be specified.

If an Actor signed to an "As Cast" contract is assigned a specific role less than two weeks prior to the opening of a production, if the role is not satisfactory to the Actor, he may terminate his contract with less than two weeks' notice, said termination to coincide with the closing of the current production.

(D) Signing Of. Unless contracts are signed concurrently, they must be signed by the Producer first. If the contract is not signed concurrently, the Producer may notify the Actor or his designated representative by Certified Mail, Return Receipt Requested, that unless the contract is signed and returned to the Producer within a specified time period, which shall not be less than 72 hours after receipt of such notice by the Actor or his designated representative, the contract is null and void.

Should the Producer not be in receipt of the contract signed by the Actor within the specified time period and the Actor or the Actor's designee indicates to the Producer the contract has been signed, the Producer may request that a copy of the signed contract be sent to him immediately by facsimile, with the original being sent by regular mail on the same day as the facsimile. Such facsimile shall be recognized by AEA as a valid contract should the standard contract form not be returned by the Actor or his designee. If requested by the Actor and the Actor provides facsimile information, the Producer shall acknowledge receipt of the Actor's facsimile by return facsimile within the same business day. Failure by the Actor or his designee to return the contract as specified may, at the Producer's option and upon immediate written notification to Equity and the Actor or his designee, render the contract null and void.

When there is insufficient time for the Producer to have delivered to the Actor a signed standard form Equity Dinner Theatre Employment Contract prior to the commencement of employment and/or travel, the Producer will send to the Actor by facsimile a signed copy of the standard form Equity Dinner Theatre Employment Contract which shall be returned by facsimile as described above. A copy shall also be sent immediately by facsimile to the appropriate Equity office. Such signed facsimile shall be recognized by AEA as a valid contract with the stipulation that the standard-form Equity Dinner Theatre contract must be signed by the Producer and the Actor within 24 hours of the Actor's arrival at the place of employment.

(E) Quintuplicate Contracts. After entering into any employment contract, the Producer shall file with Equity an exact quintuplicate copy thereof, no later than one week after receipt by the Producer.

(F) Attempted Breach. No Actor shall agree with a Producer, Employment Agent, Personal Representative, or other Actor, and no Producer shall agree with any Actor, Employment Agent, or Personal Representative to cause or attempt to cause or agree to permit, any breach of any term of any employment contract.

Should any Equity Member engage in such conduct, he shall be subject to such disciplinary action as the Council of Equity may determine.

Should any Producer be found by an Arbitration Tribunal to have engaged in such conduct, said Producer agrees that such conduct on his part shall be a breach of his employment agreements with Actors, entitling any such Actors to recover from the Producer, Equity consenting, a sum equal to two weeks' salary as liquidated damages, no present basis of calculation existing. The Producer further agrees that upon such breach, his name may be posted on the Defaulting Producers and/or Managers list at Equity, until such breach is settled or liquidated.

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

(G) Changes and Alterations. The Actor has no right or power to waive any of the minimum conditions set forth in the employment contract or Equity Rules without the written consent of Equity. Unless any and all riders, changes, alterations, waivers, or substitutions made prior to, when, or after a contract of employment is made shall have been consented to by Equity in writing, such riders, changes, alterations, waivers, or substitutions, or any part thereof, are void at the option of the Actor, Equity consenting. At the option of Equity, no such riders, changes, alterations, waivers or substitutions shall be admitted in evidence in any arbitration or by any tribunal for the disposition of any claim without the written consent of Equity.

It shall be the duty of the Producer, not the Actor, to submit proposed changes to Equity for its written approval by a duly authorized representative. If Equity fails to notify the Producer of its disapproval of said riders, changes, alterations, waivers or substitutions within 15 business days (excluding Saturday and Sunday) after receipt thereof by Equity, they shall be deemed approved.

(H) Touring Rider. If a Producer moves the show directly to another theatre in any chain, group or loose consortium, the Producer must sign a Touring Rider or the contract is void.

(I) Run of the Play Rider. An Actor may be signed to a Limited Run of the Play Rider for a period not to exceed six months, provided he receives at least \$100.00 per week above the applicable Actor minimum salary. At the end of six months, the contract may be extended, by mutual consent, for an additional six months. Should mutual agreement not be reached and no extension effected, the contract will continue in force with the standard individual termination provision as contained in the Rules.

The Actor may, with notice as stipulated in Rule 68, TERMINATION, give four weeks' notice to terminate a Run of the Play Rider to accept a Production contract.

Upon receipt of such termination notice, the Producer shall be released from his obligation to pay the Run of the Play increment. In addition, the Producer may request the Actor to pay an amount equal to the Run of the Play increment paid to the Actor to date. Such payment must be received by the Producer in order for the Actor's termination to be effective and the Actor released from his obligation for rehearsal and/or performance as indicated in the termination notice.

(J) The point from which transportation must be paid shall be filled in on the space on the Equity Contract that states "Actor's Place of Residence."

## **20. DANCE CAPTAINS.**

(A) In all productions utilizing musical staging and/or choreography, there shall be a Dance Captain under Equity contract from the first day of rehearsal. In addition to his weekly contractual salary, an Actor who performs the duties of Dance Captain shall be paid no less than 10% of the prevailing Actor minimum salary per week.

An Actor engaged solely as Dance Captain shall be paid no less than \$20.00 per week in addition to the Actor minimum salary. The Stage Manager may not serve as Dance Captain. However, the Dance Captain may perform as Assistant Stage Manager if it is so stated in his contract and the proper additional payment is made. If the Choreographer is in the production and functions as Dance Captain, then the increment shall be paid as of the first paid public performance.

(B) The Dance Captain's rehearsal hours shall not exceed eight hours per performance week. These may be used for brush-up, replacement, understudy, and conversion rehearsal, subject to restrictions described in Rule 55, REHEARSALS. Additional hours to perform Dance Captain duties will be compensated at the overtime rate.

If the Choreographer notifies the Producer that he is unavailable and the Dance Captain is called upon to set the musical staging and choreography for another type of stage, the Producer shall pay the Dance Captain no less than 1/7<sup>th</sup> of Actor minimum weekly salary for each day's work in addition to the Dance Captain's weekly contractual salary.

(C) The Dance Captain shall be listed on the cast page of the program.

## **21. DAY OFF, DAY OF REST AND REST PERIOD.**

(A) Day Off.

(1) During the rehearsal period, the Actor shall be entitled to one full Day Off with salary in each seven days of rehearsal except the last seven days prior to the first paid public performance and the opening week. During the week containing the first public performance, the Actor shall be entitled to a Daylight Day of Rest.

Further, if the rehearsal period is more than seven days, but no more than ten days, only a Daylight Day of Rest shall be required during the rehearsal period. If the rehearsal period is 11 or 12 days, at the Producer's option, only two Daylight Days of Rest or one Day Off shall be required during the rehearsal period.

(2) After the week containing the first public performance, the Actor shall be entitled to one full Day Off with salary in each week. The Designated Day Off shall be indicated on the face of the Contract. Any change in Designated Day Off must conform with (A)(7) of this Rule.

(3) A full Day Off means 24 consecutive hours in addition to the normal rest period required after a day of rehearsal and/or performance.

(4) The Designated Day Off shall not precede a day on which a matinee performance is scheduled except as provided in Rule 46(C)(3), PERFORMANCES.

(5) There shall be no rehearsal of the current production on the day following the Designated Day Off, except in an emergency or under the following conditions:

(a) A three-hour brush-up rehearsal may be held at no additional cost if the day following the Day Off is Press Night; or if the first performance of the week is the Wednesday Matinee and Monday is the Designated Day Off.

(b) A four-hour put-in rehearsal, at no additional cost, may be held if the day following the Designated Day Off is the day on which a replacement or understudy is to perform for the

first time; or if the first performance of the week is the Wednesday Matinee and Monday is the Designated Day Off and an understudy or replacement will perform for the first time on Wednesday.

When the first performance of the week is the Wednesday Matinee and Monday is the Designated Day Off, said rehearsal may begin no earlier than 7:00 p.m.; however the cast may, by unanimous secret ballot vote, alter the starting time of the rehearsal.

(6) A Daylight Day of Rest means the period from the conclusion of work on one day until 7:00 P.M. the following day.

(7) The Designated Day Off and/or Daylight Day of Rest cannot be changed without one week's notice to the Actors.

(8) Period Between Days Off. The theatre will have no more than eight days without a Day Off except for the week in which Christmas and New Year's Eve fall, during which the period may be extended to ten days. The limitation described in the previous sentence is not applicable during the final rehearsal week.

(B) Rest Period. 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 during rehearsals and on two-performance days when said rest period may be reduced to 11 hours.

(C) During the above rest period, full Day Off, or Daylight Day of Rest, the Actor shall not be required to perform, rehearse, or in any other manner be at the disposal of the Producer.

## **22. DEFAULTING PRODUCERS.**

Any Producer engaging any Actor represents that such Producer is not in default under any agreement with Equity at the time of such engagement, and that no contract has been entered into between said Producer and Equity or any Actor, any breach of which remains unsettled or unliquidated. For the purpose of this paragraph, the subject matter of a dispute currently in arbitration or for which a notice of arbitration has been given shall not be deemed an "unsettled" or "unliquidated" breach.

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

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

## **23. DEFINITIONS. [See also Rule 72, UNION SECURITY.]**

(A) The term "Actor" shall refer to and include persons who are members of Actors' Equity Association, and/or are employed under Equity contracts, including Principal, Chorus, Stage Manager, Dance Captain, Standby, Swing, and Understudy.

(B) The terms "Principal Actor" and "Principal" shall include all Actors hired on Equity contracts other than those Actors engaged on Chorus contracts to perform Chorus work.

(C) The terms "Chorus," "Chorus Member," "Member of the Chorus," "Actor engaged under a Chorus Contract," and "Chorus Actor" shall include Actors engaged under Chorus contracts and actually performing Chorus work.

(D) The terms "Stage Manager" and "Assistant Stage Manager" shall refer to and include Actors employed under Equity contracts and actually performing the work of a Stage Manager or Assistant Stage Manager.

(E) The terms "Membership Candidate" and "EMC" shall refer to and include persons who have enrolled in the Equity Membership Candidate Program.

(F) The "Producer" is the individual(s) who sign(s) individual contracts of employment or for the rendering of services. This must be the individual(s) who has signed the security agreement as such.

(G) The term "Work Week" shall be defined as Monday through Sunday.

(H) The term "part" shall mean each character, specialty, or function for which the Actor is responsible.

(I) The term "role" shall mean the sum of the parts, specialties, functions and assignments for which an Actor is responsible.

(J) Extraordinary Risks. "Extraordinary Risks" are defined as performing acrobatic feats; suspension from trapezes or wires or like contrivances; the use of or exposure to weapons, fire, or pyrotechnic devices; or the taking of dangerous leaps, falls, throws, catches, knee drops, or slides. An Actor also shall be deemed to be engaging in Extraordinary Risks if the staging or choreography requires the Actor to execute movements which depart from the accepted techniques of movement and support as used in contemporary theatre dance, i.e., classical ballet, modern, modern jazz, ethnic, tap and soft shoe.

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

Equity shall have the sole right to determine what constitutes Extraordinary Risks as defined herein, and may in its discretion order that such Risks be removed from the production. Equity's decision shall in no way reduce the Actor's right to proper insurance coverage under the provisions of Rule 37, INJURY AND SUPPLEMENTAL WORKERS' COMPENSATION.

(K) "Contractual Salary" shall be defined as the negotiated salary received by the Actor and shall include (but not be limited to) understudy assignment(s), additional duties, extraordinary risk, parts payment(s), Dance Captain increment and ASM increment. Such payments as per diem; overtime; costume rental; meal break and rest period penalties; understudy performance payments, extra performance payments and emergency performance payments shall not be considered part of contractual salary.

(L) A "star" is defined as any Actor earning \$1,500.00 a week or more and receiving billing above the title of the production on the title page of the program.

## **24. DEPUTIES AND REPRESENTATIVES.**

(A) Deputies. Deputies of Equity shall be permitted in each company. Whenever a Chorus is employed, there shall be one or two deputies, as the Chorus shall determine, in addition to the Deputy for Principal Actors. Deputies shall have the duty to report non-compliance with the Rules Governing Employment in Dinner Theatres to Actors' Equity Association.

Deputies of Equity must be elected and functioning at all times in each Dinner Theatre Company. Such election, by secret ballot, shall be conducted by the Stage Manager. The time span of the day during which the election is held shall be extended by 15 minutes to allow for the election during rehearsal time. Should a Deputy cease to function as Deputy, for any reason, a replacement must be elected immediately.

(B) Representatives. Duly authorized representatives of Equity shall have free access to the stage and to all Actors at all times, inclusive of rehearsals and performances.

## **25. DISCRIMINATION.**

(A) The parties hereto affirm their commitment to the policy that employment hereunder shall be without discrimination on the basis of sex, race, color, creed, national origin, age, disability, sexual orientation, or political persuasion or belief. Consistent with the foregoing, it is the intention of the parties that the casting of productions will be conducted in a manner which provides equal and fair consideration to all Actors including, but not limited to: Actors with disabilities, ethnic minorities, seniors and women.

(B) Claims. Any claimed violation of this policy shall promptly be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, pursuant to Rule 5, ARBITRATION.

(C) Notwithstanding Rule 42, NO LOCKOUTS OR STRIKES, the cast shall not be required to perform in any theatre, public or private institution, or other place of performance, where discrimination is permitted or practiced because of sex, race, color, creed, national origin, age, physical disability, sexual orientation, or political persuasion or belief against any person. As between Equity and the Actor or cast, Equity shall determine whether discrimination exists at the place of performance.

(D) In order to insure equal employment opportunities for all Actors, the Producer shall hold Principal and Chorus Interviews and Auditions pursuant to Rule 6.

(E) The parties hereto agree to continue their joint efforts toward and reaffirm their commitment to the policy of non-discrimination and to an ongoing policy of furthering the principles of equal employment opportunity. It is the desire of the parties that employment opportunities for Actors with disabilities, ethnic minorities, seniors and women be improved and that the stage reflect a multi-cultural society. In furtherance of this policy, with due regard for the requirements of and suitability for a job and with the understanding that there can be no interference with the contractual rights or artistic discretion of the Playwright, Director, or Choreographer, the Producer shall endeavor to engage Actors with disabilities, ethnic minorities, seniors and women.

## **26. DISCRIMINATION FOR UNION ACTIVITY.**

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

In the event the employment of a Deputy or an Actor is terminated for alleged union activity, the Producer will furnish the reasons for this termination simultaneously to both the Deputy or the Actor and Equity at the written request of the Deputy or the Actor who has been dismissed.

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

Whenever an Equity Deputy is dismissed or otherwise penalized, Equity shall investigate the reasons for such dismissal or penalty. If the Executives of Equity are satisfied upon investigation, that said Deputy was dismissed or otherwise penalized for fulfilling his duties or obligations as a Deputy, they shall present his case to Council as herein provided, and Council shall have the right to permit arbitration of the Deputy's claim and to determine the character and amount of the claim to be submitted.

It is further agreed that if upon arbitration the claim of the Actor is sustained, the arbitrator in his discretion shall have the right to impose a penalty, the amount of said penalty to be determined by the arbitrator.

## **27. DUES.**

The Producer shall deduct union dues, initiation fees, and assessments 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 from Equity notification and the proper authorization, agreed to and signed by the employee.

Any monies actually so deducted shall be held in trust by the Producer for the benefit of Equity and delivered to Equity not later than ten business days following the date on which the deductions were made.

If an Actor's contract is terminated upon notification from Equity, the Actor shall be responsible for the payment of his own transportation back to his point of origin, and for the transportation and rehearsal costs of his replacement. [See also Rule 72, UNION SECURITY.]

## **28. DUTIES OF THE ACTOR.**

(A) The Producer shall not request or permit anyone signed to an Actors' Equity Association Contract to perform such duties as hosting, waiting tables and/or busing, without the written consent of Equity; nor shall his employment as an Actor depend on his so doing. No Actor shall be permitted to perform any entertainment duties not related to the production either prior to curtain, during intermissions, or after curtain down without the written consent of and payment of additional compensation as specified by Equity.

(B) No Actor shall be required to perform duties other than those for which he is properly contracted under an Equity contract.

(C) The Actor agrees:

- (1) To be prompt at rehearsals and transportation calls;
- (2) To attend all rehearsals as required;
- (3) To appear at the theatre no later than one-half hour prior to the performance;
- (4) To pay strict regard to make-up and dress; to perform his services as directed, and to conform to the language of the script;
- (5) To care for his costumes and props properly;
- (6) To respect the physical property of the production and the theatre, including apartments, automobiles, and any other off-premises facilities of the Producer or Dinner Theatre;
- (7) To abide by all reasonable rules and regulations of the Producer which are not in conflict with this Agreement;
- (8) To abide by all rules and regulations of Equity and not alter, omit, or change them in any way.

(D) If the Actor is late for half-hour or appears at the Dinner Theatre unable to perform or rehearse due to intoxication or similar cause, the Producer may determine that the Actor should not perform. If Equity contests the Producer's determination, the matter shall be submitted to Arbitration in accordance with Rule 5, ARBITRATION. The arbitrator shall have the authority to determine whether the penalty of non-performance and non-payment imposed by the Producer in a particular situation is without just cause. If the arbitrator so determines, the Actor shall receive full salary for any performance missed as a result of the Producer's action.

(E) Lateness or other infractions of the Equity Rules can subject the Actor to disciplinary proceedings, in accordance with the Constitution and By-Laws of Actors' Equity.

(F) All Actor lateness for half-hour call must be reported in writing to both the Actor and Equity. After three such unexcused latenesses (excepting extraordinary circumstances) the Producer may deduct up to \$25.00 from the Actor's salary, subject to Equity's right to grieve the matter, which the employer agrees to contribute to the Actors' Equity Foundation.

An Actor who absents him/herself from a scheduled performance without permission of the Producer in order to audition and or perform either 4-A's or non-4-A's work or other similar activity, may, subject to Equity's right to grieve the matter, be subject to payment of one-half week's contractual salary or the actual cost of replacing the Actor for that missed performance, whichever is greater. In such case that there is no cost of replacement to the Producer, the Producer agrees to donate the monies to the Actors' Equity Foundation.

## **29. EQUAL EMPLOYMENT OPPORTUNITY**

**(see Rule 6(G) AUDITIONS and Rule 25 DISCRIMINATION)**

## **30. EQUITY - SPECIAL PROVISIONS.**

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

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

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

(B) Meetings: Privilege of Actors to Attend. The Producer shall not require the services of the Actor for rehearsals at any time when an annual membership, quarterly and/or special membership meeting, as defined in the Constitution of Actors' Equity is being held in the city where the Actor is rehearsing or performing, except in cases where dress rehearsals are being held, or rehearsals on opening date, provided Equity has notified the Producer of the meeting at least two weeks in advance. Time off for this purpose shall not be counted as part of that day's rehearsal.

(C) Oral and Written Interpretations. Oral or telephone rulings made by Equity are not binding upon Equity, or except with its consent, upon the Actors. Written rulings or interpretations of the employment contract or this Agreement must be either approved by or given by the President or

Executive Secretary or one of the executives or members of the Legal Department specifically authorized by either of said officers to act, and shall be binding upon Equity only when said persons act within the powers delegated to them by Council. Equity will send the Producer written confirmation of all telephone rulings within three business days of the time the ruling is given.

(D) Council Powers. Should there be any conflict between any Rules, or any basis for more than one interpretation as to the meaning of any Rule, the Council of Equity has the right to determine the correct interpretation or resolve the conflict, and its decision shall be binding upon Equity and the Actors.

### **31. EXCLUSIVE SERVICE OF THE ACTORS.**

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

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

### **32. 401(k) PLAN DEFERRAL.**

The Actor shall have the option to contribute to the Equity-League 401(k) Plan. The Producer agrees to make salary deferrals, as directed by the Actor, and remit same to the Plan. No contributions shall be required of the Producer. The Producer further agrees to be bound by the Agreement and Declaration of Trust establishing the Equity-League 401(k) Plan, including all its rules and regulations and any and all amendments and modifications thereto that may be adopted by its Trustees during the term of this Agreement.

### **33. GRIEVANCE PROCEDURE.**

An on-site Grievance Committee composed solely of Equity Members, and selected by such method as Equity may prescribe, shall hear grievances. The Committee has the power to recommend to a Charges Hearing Committee its disciplinary findings. These findings may include, but are not limited to, a fine to be paid by the grievant to the Equity Foundation. Said findings shall be determined by secret ballot where the majority vote prevails. Neither the grievant nor the aggrieved may be members of the Committee.

(A) This Committee shall be formed and hear the grievance within 72 hours of petition by the aggrieved to Equity, the Stage Manager, or the appropriate Deputy.

(B) Time Limit. The Grievance Committee's decision shall be reported to Equity no less than 24 hours and no more than 72 hours from the time the Grievance Committee reaches its decision.

(C) Equity's Determination. Equity's determination shall be reported by phone to the grievant and the aggrieved within 48 hours of the time the Grievance Committee files its report with Equity. Equity's determination may be appealed in accordance with the Constitution and By-Laws of Actors' Equity.

**34. HOSPITALIZATION AND MEDICAL INSURANCE.**

The Producer agrees to transmit to the Equity-League Health Trust Fund the following sums per week per Actor for each week or part thereof of the Actor's employment:

|                 |         |         |         |
|-----------------|---------|---------|---------|
| Effective Date: | 9/22/08 | 9/21/09 | 9/20/10 |
|                 | \$167   | \$181*  | \$200*  |

\*or Actuarial rate if it is less.

This weekly rate shall include the Supplemental Worker's Compensation proscribed in Rule 37(B). These monies shall be used to provide health benefits for the Actor, including, but not limited to, Hospitalization and Health Insurance. The Producer further agrees to be bound by the Agreement and Declaration of Trust establishing the aforesaid Health Trust Fund, including all its rules and regulations and any and all amendments and modifications thereto which may be adopted by its Trustees during the term of this Agreement.

The contribution rates stated in this Rule shall provide coverage subject to the eligibility standards established by the Trustees of the Equity-League Health Trust Fund.

**35. HOUSING.**

(A) It shall be the Producer's obligation and responsibility to provide, at no cost to the Actor, suitable living accommodations for out-of-town Actors. An out-of-town Actor shall be defined as an Actor whose primary residence as listed with Equity, is more than 75 miles from the theatre. The Actor may not be required to utilize alternative housing (i.e. with relatives or friends) as a condition of employment.

The Actor may not be required to live on the theatre premises, or in theatre-owned and/or Producer-owned premises as a condition of employment. Equity has the right to inspect "on premises" living quarters.

(B) Housing, including room taxes, utilities and local telephone service shall be provided at no cost to the Actor. There shall be no extra charge for air conditioning, when available.

(1) Rooms that have access to cooking facilities shall contain the following minimum kitchen equipment for each room: pots and pans; silverware; no fewer than four plates, cups, and glasses; can opener; kitchen knives; and refrigerator.

(2) The Producer shall supply a list of rooms meeting Equity standards (including those in private homes, if available) to the cast, in accordance with the foregoing.

(3) The Actor shall not be required to share a bedroom. [See Addendum.] These choices shall be within a 20-mile radius of the theatre. The "Y" may not be considered a choice.

(C) If the Producer transmits said list to the Actor at least ten days prior to the Actor's arrival at the theatre, the Producer may require the Actor to notify him of the Actor's choice within four days after receipt of written notice from the Producer that such prompt choice is required. Once the Actor has selected a room from this list and has notified the Producer or his representative of his choice, he must accept such choice on arrival or make his own housing arrangements.

However, should the accommodations chosen by the Actor prior to arrival prove not to conform reasonably to the description on the housing list or to the minimum housing standards as set by Equity, the Producer shall assist the Actor in seeking and moving to an alternate location.

Such change of lodging shall not alter the Producer's obligation for the Actor's transportation. The Actor shall not make such change at any time that will interfere with a rehearsal called by the Producer and the time so occupied shall not be counted in determining overtime.

(D) If the Producer owns or leases living accommodations, he may offer these to the Actor provided these accommodations have been approved by Equity.

(1) If the Actor agrees to accept these accommodations, he may do so in the form of a rider to his contract.

(2) There shall be an existing phone line, including local telephone service, available at no cost to the Actor, in the Actor's living accommodations.

(E) The Producer warrants and guarantees that the living accommodations described on the housing list secured for the Actor will be clean, sanitary and reputable and meet the Equity standards for Actor housing [see Addendum]. Such accommodations shall include bedding, bed linens, towels, etc. If a kitchen is provided, cooking utensils as described in (B)(1) above shall be furnished.

(F) The Producer is obligated to secure living accommodations for the Actor and is not responsible for securing accommodations for the Actor's family or pets.

(G) If the Actor is required to spend more than one calendar week in any one place, but less than a full second week, he shall only be responsible to pay a pro rata share of the rent permitted under these Rules for the partial week, and the Producer shall pay any remaining rent due.

(H) The Producer, at his own expense, shall furnish round-trip transportation to the Actor for all performances and/or rehearsals under the following conditions:

(1) No available public transportation.

(2) No suitable living accommodations within one-half mile of the theatre by normal transportation routes.

(I) In all cases where no suitable shopping, hair salons, and/or public dining facilities are available, where the Actor can obtain three meals a day during normal meal hours, seven days a week, within one-half mile of the Actor's lodgings and/or theatre by normal transportation routes, the Producer shall provide round-trip transportation to such dining facilities daily and to an area of diversified shopping, including a bona fide supermarket twice a week (if shopping is further than one-half mile or if there is no pedestrian way between shopping and housing). Such transportation shall also include a weekly laundry trip if facilities are not available at the Actor's housing. Where the Producer provides vehicles to the Actors on a 24-hour basis, such transportation shall be considered fulfilled.

(J) If housing and/or restaurants are more than one-fourth mile from the theatre, the Producer will furnish transportation for Actors 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.

(K) Local transportation may be furnished in a "Company Car" or a "Cast Car" (and they may be the same vehicle) but each car shall be properly insured, operated by a properly licensed driver, and each Actor shall be provided with his own seat facing forward in the car. The car shall be in good repair with functioning heating and ventilating facilities and shall be equipped with modern safety devices. It is further stipulated that such "Company" and/or "Cast" car will be covered by \$500,000/\$1,000,000 liability insurance. At the Producer's option, the Producer may, in lieu of the above, reimburse the Actor(s) for a rental car to be used as the "Company Car" or "Cast Car."

(L) 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.

(M) It shall be the Producer's obligation and responsibility either to have the Actor met on his arrival in the town or instruct him in advance where to go on arrival.

(N) Security Measures. In addition to tumbler locks, there shall be a dead bolt lock on all exterior doors of the Actor's quarters. Neither the Actor's room number, address or phone number shall be given out by the theatre's business or box office, except to an authorized Equity representative, unless authorized to do so by the Actor. Phone calls of an emergency nature shall be promptly relayed to the Actor by the Producer.

Emergency phone numbers will be posted on the official Equity Callboard.

### **36. ILLNESS, SICK, AND BEREAVEMENT LEAVE.**

(A) Salary Payment. If the Actor cannot perform on account of illness, injury, or any other valid reason, the Actor shall not be entitled to any salary, except as provided in (B) or in Rule 37, INJURY AND SUPPLEMENTAL WORKERS COMPENSATION for the time during which said services shall not, for such reason or reasons, be rendered. [See Rule 69 TERMINATION AND BAGGAGE, for termination of contract due to illness or injury.]

(B) Sick/Bereavement Leave. Each member of the company earning \$1000.00 or less per week shall accumulate sick/bereavement leave with salary at the rate of one-eighth of contractual salary for each 28 days of employment, from first day of rehearsal. Sick/Bereavement leave may be accumulated up to a maximum of 13 performances. Actors shall continue to accumulate sick/bereavement leave as long as they are continuously employed by the same Producer, whether in consecutive productions or different locations. In the event the Actor has accumulated such sick/bereavement leave, he shall be paid for each day of illness or bereavement up to the amount of his accumulated time. Bereavement Leave shall be applicable for the loss of a parent, spouse, spousal equivalent, child, grandparent, grandchild or sibling.

If there is a dispute regarding the Actor's ability to perform, this dispute shall be settled by a committee composed of the applicable Deputy, the Stage Manager and the Producer or his designated representative, and such determination shall be final and binding on the Actor and Producer.

(C) If the Actor has accumulated sick/bereavement leave, he shall be paid for any days of rehearsal or performance missed, commencing with the first day of absence and continuing until his accumulated sick/bereavement leave is exhausted. Thereafter, the Producer is not required to pay the Actor for any rehearsals or performances missed due to illness or bereavement.

It is understood and agreed that should the Actor become ill or require bereavement leave and be docked for a missed performance(s) prior to the accumulation of any sick/bereavement leave, that upon his subsequent accrual, he will be reimbursed for those performances docked in accordance with the accumulation he has earned.

(D) For sick/bereavement leave in excess of accumulated credits, the Actor may be docked a pro rata portion of his contractual salary, based on the number of performances scheduled in that week, for each performance he misses.

(E) For the purpose of this Rule each performance shall be considered one-eighth of contractual salary.

### **37. INJURY AND SUPPLEMENTAL WORKERS' COMPENSATION.**

(A) Worker's Compensation. The Producer agrees to obtain and maintain Workers' Compensation Insurance coverage for all Actors in his employ. The Producer shall furnish Workers' Compensation Accident Report forms to the Stage Manager on the first day of rehearsal. Actors' Equity Association shall be informed of the Producer's Workers' 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. Whenever possible, the Actor shall report all accidents to the Producer or his designated representative within 24 hours of the occurrence.

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

(B) Supplemental Workers' Compensation. The Dinner Theatre agrees to provide Supplemental Workers' Compensation through a group policy administered by the Equity League Health Trust Fund at a cost of \$2.00 per Actor per week. Supplemental Workers' Compensation is payable in addition to Workers' Compensation for an injury received in the course of employment. A schedule of benefits may be obtained at the Equity office.

### **38. JUVENILE ACTORS.**

The Producer shall provide a person with child care experience to supervise three or more juvenile Actors during the rehearsal period and all performances from half-hour until each juvenile Actor has been called for by a guardian or parent after curtain down. Such persons shall not perform functions that interfere with the supervision of said juveniles. The Producer shall use best efforts to ensure that juvenile Actors shall be provided with dressing room space separate from adult Chorus and Principal Actors. (The use of curtains or partitions will satisfy this Rule.)

Juvenile Actors shall be defined as those Actors under 14 years of age.

### **39. LAWS GOVERNING.**

All contracts of employment shall be construed by and shall be subject to the laws of the State of New York and all the rights of the parties thereto shall be determined by said laws, except as otherwise may be provided.

If there are any valid provisions of the law applicable to a contract of employment which are in conflict herewith, the provisions of the contract which conflict therewith shall be deemed modified in conformity with the provisions of such applicable laws.

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain severally valid, binding and in full force and effect.

### **40. LONG TERM EMPLOYMENT.**

(A) Every Actor employed in a single production at the same Dinner Theatre for more than 20 weeks of performance shall receive a 5% increase in his contractual salary. This raise shall also apply to the Stage Manager and Assistant Stage Manager.

(B) Beginning with the 31st week, the Actor shall receive an additional 10% increase. This raise shall also apply to the Stage Manager and Assistant Stage Manager.

#### **41. MILITARY SERVICE.**

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

#### **42. NO LOCK-OUT OR STRIKES.**

The Producer shall not lock out any of the Actors, and neither the Actors nor Equity will call, sanction or participate in any strike against the Producer during the period of the Agreement between Equity and the Producer. No Actor shall, however, be required to perform, or to enter the theatre for such purpose, if such performance or entrance would endanger his safety.

Should a strike by the Actors occur during the period of the Agreement, Equity will be deemed not to have violated the terms of this Rule if Equity refrains from assisting, encouraging or condoning and in good faith takes every reasonable means to terminate the strike at once, and in addition thereto promptly declares publicly that the strike is unauthorized and directs the Actors to cease such conduct.

The provisions of this Rule shall not be deemed to effect the express rights of Equity or the Actor under Rules 11, BREACHES BY PRODUCER; 22, DEFAULTING PRODUCERS; 50, PRESS RELEASES; and 51, PRODUCTION PROSECUTED OR SUBJECT TO LAWSUIT, CIVIL OR CRIMINAL.

#### **43. NON-PROFESSIONALS.**

(A) The Producer may employ non-professionals (Equity Membership Candidates, students and local jobbers) who are not members of any branch of the 4-A's and/or who are not members of a performers' union outside the United States.

(B) Non-Professional Form Registration. The Producer shall register with Equity on a form supplied by Equity each non-professional associated with his company within one week of engagement by filing his/her name, address, Social Security number, and a statement, signed by the non-professional, that he/she is not and never has been a member of any branch of the 4-A's.

(C) Equity Membership Candidate. EMC Credit **will not** be granted at this theatre during the term of this contract.

(D) Local Jobber. A local jobber is a bona fide resident of the community in which the theatre is located, who is a Non-Professional as hereinabove described, and who is in no other manner connected with the professional theatre. Persons who qualify as a Local Jobber must be given the option to enroll in the Equity Membership Candidate Program. Should a Local Jobber so elect to register as an Equity Membership Candidate, all work rules of the Equity Membership Candidate Program shall apply. A local jobber may be employed by the Producer, within the following limitations in not more than two productions in any one year.

The Producer may engage children under the age of 14 to play children's roles by notifying Equity in writing prior to the first rehearsal. Such use of children will be outside the non-pro ratio.

(E) Ratio. No fewer than **four** Actors (**at least two of whom must be Chorus in chorus musicals**) and **1 Stage Manager** shall be signed to an Equity contract for each Production. Thereafter the theatre may engage non-professional actors.

(F) Partnering. An Actor shall be permitted to partner or be partnered by a non-professional. Should a dispute arise as to the safety of this partnering, such partnering may only continue with the unanimous approval of an on site committee consisting of the Deputies, Dance Captain and Stage Manager.

(G) Non-Professionals may not wait tables in their show costumes while appearing in a Dinner Theatre production.

(H) Violation. In the event that a Non-Professional is used in a production in violation of these Non-Professional Rules, the Producer agrees to pay to the Actors' Equity Foundation, Inc., a sum equivalent to two weeks' minimum salary for each week said violation continues. In the event of a second violation, the Producer shall pay to the Actors' Equity Foundation, Inc., a sum equivalent to four weeks' minimum salary for each week such violation continues.

#### **44. NUDITY.**

(A) Nudity shall not be permitted at Principal Interviews or Chorus Auditions.

(B) An Actor may not disrobe, in whole or in part, until after he has been auditioned as an actor and/or singer and/or dancer.

(C) Nudity at auditions may be permitted only under the following guidelines:

(1) When a Stage Manager or an official Equity representative is present.

(2) The direct professional and artistic supervisory capacity of all persons present must be attested to (i.e., Producer, Director, Choreographer).

(3) Sex acts shall not be permitted at any audition.

(D) Actor may not appear nude or perform acts of a sexual nature in the course of a stage presentation unless the Actor has been advised and gives written consent by the time of his signing the contract. The script shall be submitted to the Actor for prior review if he so requests.

(E) Actual sex acts during rehearsals or performances shall not be permitted.

(F) An actor shall not pose for nude photographs or appear nude for any motion picture filming, videotaping or other forms of visual recording without the Actor's prior written consent.

(G) Photograph(s) in which any Actor appears nude or performs an act of a sexual nature may not be used in any way without the prior written consent of each Actor appearing in the photograph on a copy of the photograph on a fully executed Equity Nude Photograph/Video Release Form. The Actor's written consent must also appear on a copy of the photograph released. Such request to utilize the photograph must specify the specific use for the photograph. The signed, released photograph and release form shall be filed with Equity. The Producer and the Actor shall keep duplicate copies.

Prior to release or use of any film, videotape, video cassette, or any electronic or mechanical reproduction in which any Actor appears nude, each Actor appearing in the scene shall be given an opportunity to view the film or tape. Use or release shall not be permitted without the prior written consent of each Actor participating in a scene where any Actor appears nude or performs acts of a sexual nature. Such written consent shall be on a fully executed Equity Nude Photograph/Video Release Form. A copy of the written consent shall be filed with Equity.

An authorized Actors' Equity Association representative must be present at all such photographing, filming or videotaping and shall be given the opportunity to view the photographs, etc. prior to use or release.

(H) An actor shall not, while nude, mix with the audience or leave the stage, backstage or performing area. No member of the audience will be permitted to enter the stage, performance area or backstage while any Actor is nude.

(I) Artists renderings of nude Actors shall not be permitted without the Actor's prior written consent.

(J) The Producer shall be assessed damages of up to one week's contractual salary for each violation of any of the provisions set forth in paragraphs (A) through (I).

(K) The above shall not preclude the Actor or Equity from instituting any civil or criminal action in addition to the damages set forth in this Rule.

#### **45. PENSION FUND.**

(A) The Producer acknowledges that the collective bargaining agreement effective June 1, 1960 between Equity and the League of New York Theatres provides for the establishment of a jointly administered Pension Fund and the Producer agrees to become a participant in said Pension Fund. The Producer agrees to execute all necessary documents, including the Agreement and Declaration of Trust establishing said Pension Fund now or hereafter adopted, or which may from time to time be adopted by those administering said Fund.

(B) The Producer agrees to make contributions of 8% of the gross weekly payments to the Actor, but in no event more than 8% of \$2,000.00, to said Pension Fund for each and every week of the Actor's employment.

(C) Pension reports and payments to the Fund must be filed by the Friday following the last performance of the first week of the production, and every week thereafter.

#### **46. PERFORMANCES.**

(A) Number Of.

(1) A week's work shall consist of no more than six performances in six consecutive days, and there shall be no more than five performances within three consecutive days.

(2) There will be no three-performance days.

(3) There must be at least one week's notice if there is any change in the performance schedule.

(B) Payments to Actor.

(1) A week's compensation shall be paid even if a lesser number than six performances are given, except as provided below or, provided that performance pay may be pro-rated during the opening week if fewer than six performances are given. In no case may the Actor's pro-rated rehearsal salary plus the Actor's pro-rated performance salary for said week be less than the minimum salary stipulated herein.

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

(3) Except as herein provided, a sum no less than one-sixth weekly contractual salary shall be paid for each performance over six in each week.

(4) No performance may be given on a day scheduled as a Designated Day Off in that week except with the consent of Equity and under terms and conditions as prescribed by Equity.

(C) Rest Periods Between Performances.

(1) Between performances there shall be a minimum of one and one-half hours' rest exclusive of half-hour in Dinner Theatres and one hour exclusive of half-hour in Theatre Restaurants.

(2) If the minimum rest period as specified in (1) above can not be given, one of the following shall apply:

(a) If the Actor receives less than one and one-half hours' rest exclusive of half-hour, but more than one hour's rest exclusive of half-hour between performances, the Producer, at

his expense, shall provide a choice of a nutritional vegetarian or non-vegetarian meal or, at the Producer's option, provide the Actor a payment of \$10.00.

(b) If the Actor receives less than one hour's rest exclusive of half-hour, the Actor must be provided a choice of a nutritional vegetarian or non-vegetarian meal at the Producer's expense.

(c) The Producer may request the Actor to make the meal selection one week in advance.

(3) Matinees are permitted on a day after a Day Off if the Theatre has either two days off in the week of the performance or there is no performance on the Sunday evening before the designated Day Off.

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

(E) Length of Performance.

(1) If on a two-performance day, the final curtain comes down later than 1:30 A.M., the Producer agrees to provide the Actor with transportation to his home or lodgings. [See also Rule 69(F), TRANSPORTATION AND BAGGAGE.] In addition, if the curtain comes down later than 2:30 A.M., the Actors will receive additional payment of two-eighths of their weekly salary for each infraction, except for the first two-performance day of each production during which there shall be a 15-minute grace period.

Except in an emergency, the length of performance shall not exceed four consecutive hours from the time half-hour is called. Overtime for performance shall be paid at the rate of \$7.65 per half-hour or part thereof.

In no event shall overtime be required to be paid for the first paid public performance of each production.

(2) If the regularly scheduled half-hour call is to be changed, the Actor must receive 24 hours' notice. The regularly scheduled half-hour call may not be changed for the second performance on a two-performance day. In an emergency, at the Producer's option and in consultation with the Stage Manager and Deputy, the regularly scheduled half-hour call for the second two-night performance may be delayed to provide the proper rest between performances as specified in (C)(1) above.

(3) An intermission shall not exceed 30 minutes. If the intermission does extend beyond 30 minutes, each Actor and Stage Manager shall be paid the applicable Tier overtime rate per one-half hour or part thereof in addition to his weekly contractual salary for each such infraction.

If the intermission exceeds 30 minutes because the Actors are not in place ready to perform, no payment shall be due.

(4) Any regularly scheduled performance begun prior to 1:00 P.M. shall be paid for at the rate of two-eighths of the Actors' weekly contractual salaries.

Special theatre party matinees may commence no earlier than 12:30 P.M. without additional compensation, provided at least 24 hours' notice is given to the Deputy and posted by the Producer for the cast.

(5) The cast shall not remain on stage if the star or stars speak or perform following final cast bows.

(F) Service During the Performance.

(1) The performance shall not begin until all aisles, ramps, and stairs used as exits, entrances, or playing areas during the show have been cleared. They shall be kept clear during the performance.

(2) There shall be no clearing of dishes, no scheduled table or bar service of food or drinks, nor any collecting of payments during the performance except where production techniques so direct as an integral part of the play. The foregoing does not apply to intermissions.

(G) After half-hour call, the Company may not be called to rehearse, accept script changes, or be required to accept notes, except in an emergency, and no persons except those connected with the production will be permitted in the dressing rooms.

(H) Notes. The Company shall not be called for the giving of notes after performance except that on one-performance days, within the week containing the first public performance in each theatre, the Director, Choreographer (or both), may give notes for one hour within 90 minutes after the final curtain.

No notes shall be given during any performance. There shall be no note sessions held on a two-performance day.

If a production runs for more than two weeks, the Director and/or Choreographer may call one note session, not to exceed one and one-half hours, after a performance provided that the Actors receive at least 24 hours' notice, that the Director and/or Choreographer has seen a performance within the previous 48 hours, and further provided that they give the notes personally.

The required rest period shall begin with the end of the note session. Additional note sessions may be held in lieu of brush-up rehearsals as provided in Rule 55(C), REHEARSALS.

**47. PERFORMANCES LOST.**

(A) If the Company as a whole cannot perform because of fire, accident, strikes, riot, Act of God, or the public enemy, which could not be 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. Should any of the foregoing conditions continue for a period of ten days or more, either party may terminate the contract, and the Producer will pay for all services to date and transportation back to the place of residence as stated in the contract.

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

(B) If the 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 a set-off against any salary payments found due.

(C) Any dispute between the Producer and Equity as to whether section (A) applies to any given situation may be submitted to arbitration pursuant to Rule 5, ARBITRATION, and such determination shall be final.

**48. PERSONAL APPEARANCES.**

(A) An Actor cannot be required to be at the disposal of the Producer except within the specified rehearsal and performance hours.

(B) During Rehearsal. Any time taken for personal appearances, newspaper, radio and TV interviews (including transportation to and from the interview site) may not infringe upon the 12-hour rest period.

(C) After the First Public Performance. Equity sets no limit on the number and length of personal appearances, newspaper, radio and TV interviews, arranged by the Producer. But they shall be with the Actor's consent, at his convenience, and he shall have the right to limit the number and time devoted to such appearances and interviews.

Provided it is specified in the Actor's contract at the time of signing, in productions running more than four weeks, the Producer may require the Actor to make up to two personal appearances without additional compensation provided they are within the permissible weekly rehearsal hours. Such hours shall count toward rehearsal hours. However, if such appearances occur outside the permissible rehearsal hours, the Actor shall be paid at not less than double the appropriate Tier overtime rate from the time the Actor is called for pick up until the Actor is returned to the pick up site. The Producer will give the Actor at least three days' notice of a scheduled appearance and shall use best efforts to make the time of the appearance convenient to the Actor.

(D) When an Actor is required by the Producer (or his authorized representative) to perform at a personal appearance and when the personal appearance comes under the jurisdiction of AFTRA or SAG, the Actor shall notify the nearest office of the union having jurisdiction. The Producer and Actor agree to meet all the requirements of said union.

(E) The Producer shall provide round-trip transportation for all interviews and personal appearances arranged by the Producer or reimburse the Actor for such costs.

(F) The Producer shall reimburse the Actor for all reasonable personal expenses incurred in connection with personal appearances and interviews arranged by the Producer.

#### **49. PHOTO AND COSTUME CALLS. [See also Rule 8, BILLING.]**

The Producer may require the Actor to pose not only for the customary and usual photographs for use in programs and lobby displays, but also for photographs to appear in newspapers, promotional brochures, magazines and leaflets for the sole purpose of publicizing and advertising the play and/or theatre, under the following conditions (but in no event during auditions):

(A) During Rehearsal.

(1) For each production, two hours in addition to regular rehearsal hours shall be permitted for picture calls and/or costume calls. Any subsequent picture calls and/or costume calls shall be included as part of rehearsal time.

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

(B) After the Actor's First Paid Public Performance.

(1) All picture calls, other than a single session lasting no more than one hour for dramatic productions and two hours for musicals, shall be paid for at no less than the applicable Tier overtime rate per one-half hour or part thereof. Except in the event of replacements, a part of the rehearsal time stipulated for rehearsals set forth in Rule 55(C), REHEARSALS, may be used for additional picture calls subject to the conditions set forth herein.

(2) Picture calls at the performance site shall immediately follow a performance. At picture calls held after the evening performance, Producer shall furnish refreshments.

(3) No picture call shall last beyond 1:00 A.M. for dramatic productions and 2:00 A.M. for musicals.

(4) There shall be no picture calls on a two-performance day, unless a majority of the Equity company consents by secret ballot vote.

(C) Actors must be given 24 hours' notice (exclusive of the Designated Day Off) of all picture calls except in the case of (B)(4) above. In such case, the Equity company must be notified and the secret ballot vote taken no less than one week prior to the scheduled photo call.

(D) Transportation. If the picture call takes place anywhere other than the rehearsal site during the Actor's rehearsal, or the performance site consecutive with the Actor's performance, the Producer shall furnish round trip transportation or reimburse the Actor for the cost of such transportation.

(E) Still photographs may be taken during a run-through, dress rehearsal, preview, or performance by a bona fide staff photographer, newspaper or magazine photographer or other professional photographer, from the rear half of the theatre, not in any aisle used for entrances or exits and provided no flash or strobe is used. The Company shall be given notice of such photography at the half-hour call. Said photographs are limited to the use as set forth in the first paragraph of this Rule. The Producer will ascertain whether the photographer is interested in selling pictures to the Actors, and if so, will provide the Actors with the information necessary for them to contact the photographer.

(F) For picture or costume calls at any other time than specified in (A) and (B) above, the Actor shall be paid not less than one-eighth of his weekly contractual salary for each day or part thereof employed in such picture or costume calls. In the event the Producer requests a picture call for the purpose of replacing a photograph required to be removed under the provisions of Rule 8(C), BILLING, or for other reasons resulting from the replacement of an Actor, and such picture call involves four or fewer performers, the time and place of such picture call shall be mutually arranged between the Producer and Actors and such a call shall not be considered a picture call under the above Rule.

(G) The Actor shall have the right to approve of all individual non-production photographs used or distributed by the Producer and under his control. If the Actor withholds his permission, he may be required to furnish his own photographs.

(H) Nude pictures, graphics, etc., may not be used without the Actor's prior written consent. No Actor may be required to pose or be photographed in the nude. [See Rule 44, NUDITY.]

(I) At all picture calls away from the performance site, the Actor shall not perform extraordinary risk or dance on any surface not in compliance with Rule 60(E)(6), SAFE, SANITARY AND HEALTHFUL PLACES OF EMPLOYMENT.

(J) Other than the uses outlined in Rule 8(A), pictures provided to the Producer by the Actor or taken at picture calls in conjunction with the play may be used only for the purpose of promoting the play and/or theatre and for no other purpose whatsoever.

(K) All pictures taken during the term of this Agreement and released or used for any purpose shall carry the correct name and identification of those Actors in the picture.

(L) The company shall be given the name, address, phone number of the photographer, at his discretion.

(M) Actors must receive picture credit on all brochures, publicity and promotional material issued during the term of this Agreement which are under the Producer's control.

## **50. PRESS RELEASES.**

After the Actor leaves the company, provided his contract has been properly terminated, the Producer shall promptly delete the name of the Actor from all press releases, publicity material, and advertising sent out or to be printed subsequent to the Actor's leaving.

## **51. PRODUCTION PROSECUTED OR SUBJECT TO LAWSUIT, CIVIL OR CRIMINAL.**

Should the production or performances in a production in which the Actor is engaged be complained of as being in violation of any statute, ordinance, or law of the United States, or any state or any municipality in any state, and should a claim or charge, either civil or criminal, be made against the Actor arising out of his employment in such production, the Producer shall defend the Actor at the Producer's own expense, or shall pay any and all reasonable charges made or incurred by the Actor in his defense, and indemnify the Actor against any loss or damage which he may suffer, arising out of his employment in any such production.

This Rule does not apply to acts other than in the course of employment unless directed by the Producer or his representative.

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

This Rule shall not apply to any case or any set of conditions where its enforcement would be illegal or against public policy. In the case of an arrest on account of the nature of the play or its production, the Producer shall forthwith furnish bail for the Actor; and, in the event of his failure to do so, or for any breach of this Rule, the Producer shall pay to the Actor (Equity consenting) the sum of \$1,000.00. After an arrest, the Actor may demand a suspension of performance pending a determination, and such suspension shall not terminate or otherwise affect the terms of the agreement unless Equity shall otherwise order.

## **52. PROGRAMS.** [See also Rules 8, BILLING; 13, CHANGES IN CAST and 49, PHOTO AND COSTUME CALLS.]

(A) Cast Listing. All Actors and Stage Managers shall receive program credit for each and every role specified in their contracts whenever and wherever the theatre distributes programs. The Producer will use his best efforts to include other roles which are assigned subsequent to the signing of the contracts. If the Dinner Theatre does not distribute programs free of charge to its patrons, a cast listing will be placed on each table. If tables are for more than six patrons, there will be a cast listing on the table for each four patrons.

Actors hired on Equity contracts shall be billed in the cast list above Equity Membership Candidates and Local Jobbers (except where casts are listed in order of appearance). Further, Equity Actors shall be signified by an asterisk (\*) and the following wording shall appear in the program: "Member of Actors' Equity Association, the Union of Professional Actors and Stage Managers".

(B) The Actor shall submit all biographical material and pictures for programs at the time of signing the contract. In doing so, he shall indicate the preferred cuts if program space requires editing. The Actor shall have the right of approval of biographical material for the program and souvenir program, which approval shall be in writing and shall not be unreasonably withheld. Biographical material not approved within 48 hours of its submission to the Actor shall be considered to be approved.

If the Actor does not submit biographical material at the time of signing the contract, he shall have waived his right of approval of such material as required herein.

(C) Errors or Omissions in Program. In the event there are errors or omissions in the printed program, the Producer agrees that upon receipt of written notice thereof (from the Actor, the appropriate Deputy, or Actors' Equity Association to the Producer or his duly authorized representative), he will place in the program a mimeographed or printed slip correcting the omission or error within 24 hours (including at least one business day). In addition, he will correct the omission or error in the next printing of the program, provided such notice is given at least 24 hours prior to the press deadline (including at least one business day).

(D) After notification and until the correction is made, errors (other than spelling errors) or omissions must be announced from the stage or over the public address system before each performance.

After proper notice, for each failure to correct the program as stipulated above, the Producer shall pay the Actor involved a sum equal to one-sixth of minimum salary for each performance during which the omission or error continues, but in no event more than two-sixths of the Actor's contractual salary for each week or part thereof.

(E) All programs shall contain the language, in conspicuously displayed bold face type, that the taking of pictures and/or the making of recordings is expressly forbidden.

### **53. PROPERTY/VALUABLES.**

(A) Valuables shall be picked up at half-hour and prior to rehearsals, held in the theatre, and stored in a safe place during the performance and/or rehearsal.

(B) Valuables shall be handed to each Actor at the end of each performance and not put on dressing room tables or anywhere else.

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

The Producer shall be liable as hereinabove provided, whether or not the act, fault, or negligence of the Producer, his representatives, agents, or employees caused or contributed to such loss or damage. The Producer, however, shall not be liable for any loss or damage to the property of the Actor while said property is under the sole and exclusive control and supervision of the Actor. Except as above provided, the Producer shall not be responsible for any loss and/or damage to the personal property of the Actor over and above the limitations herein set forth, and whereas to such property, it is the duty of the Actor, if he desires, to protect himself against loss to insure the same. The Producer may meet the foregoing obligations by maintaining adequate and sufficient insurance coverage which shall provide the same protection as the Producer hereby assumes. Upon the direct payment of any damage or loss to the Actor by the Producer, the Producer or the Insurer shall be subrogated to all rights of the Actor to the extent of such payment.

The Producer may instruct the Actor not to bring property except wearing apparel and jewelry into the theatre that is not necessary to him in fulfilling his duties, or to remove such property from the theatre. Failure of the Actor to obey such instruction shall relieve the Producer of any liability in the event of loss or damage of such property.

#### **54. RECORDINGS (FOR USE IN THE PRODUCTION).**

(A) Equity shall not permit the Actor to work in any company where recordings or mechanical or electronic reproductions of voice (e.g., "sweetening", "click-tracking", etc.) are used to supply dialogue, singing and chanting, or business where living Actors might be utilized, 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.

(B) Provided he agrees in his contract, a Principal Actor may record, film, or tape a portion of the role which he performs on stage for use in the production. The recording, film, or tape must be made during the regular rehearsal hours. It may be used only during the period in which the Actor is employed except where the Actor voluntarily terminates his employment and his voice is not identifiable.

(C) If the Producer wishes to use an Actor not in the cast of the production for which the recording is being made, he may do so by paying the Actor not less than two weeks' of Dinner Theatre Contract minimum for a maximum of 26 weeks' use of the recording.

#### **55. REHEARSALS.**

(A) General Provisions. (Apply to both Principal and Chorus Performers.)

(1) Preceding the opening date stated on the face of the Contract, the Actor, if required, shall give no more than four weeks of rehearsal of the scheduled production. However, should rehearsals exceed 13 days away from reasonable commuting distance of the Actor's place of residence as stated in his contract, or do not take place in a city where Equity maintains an office and in which the Actor was interviewed, auditioned, or signed his contract, the Actor shall receive a per diem payment of \$17.50 for each additional day of rehearsal. In the event that housing is provided at no cost to the Actor during the rehearsal period, the per diem payment shall not apply.

(2) Rehearsals shall be considered to be continuous from the date of the first rehearsal as provided in the contract. If the Actor is required to arrive at the theatre location at an earlier date, rehearsals shall begin on the date of arrival.

(3) If the Producer chooses to start with a reading of the Company, or a substantial part thereof, said reading is a part of and begins the rehearsal period for the Actors involved.

(4) Except as provided herein, Equity has full discretionary powers to permit additional rehearsals and to specify the terms for them.

(5) Emergency Replacements. If during an engagement a Principal Actor is unable to perform due to accident or illness and no member of the Company is prepared to undertake the Principal Actor's role without additional rehearsals, Equity will permit such additional rehearsals as are reasonable under the circumstances of each particular case. Such rehearsals shall be paid at the applicable Tier overtime rate per one-half hour or part thereof.

(6) No rehearsals are to be called after the evening performance.

(7) There shall be no rehearsal on two-performance days except where the theatre's schedule provides for two such two-performance days each week in which event two consecutive hours of rehearsal are permitted on one such day.

(8) An Actor arriving for the first rehearsal shall not be called until said Actor has secured housing in accordance with Rule 35, HOUSING, but in no event earlier than two hours after arrival at his lodging. Combined rehearsal and travel shall not exceed ten hours within a twelve hour span of day. [See also Rule 69(H), TRANSPORTATION AND BAGGAGE.]

(9) Absence From. When an Actor has absented himself from rehearsal prior to the first public performance for four days because of illness, the Producer may terminate his contract at the end of the fourth day. Equity may in its discretion, upon appeal from the Producer, reduce this period.

(10) All rehearsals shall commence at the time the Actor is called.

(11) Rehearsals called for the replacement of musicians shall be paid at the applicable Tier overtime rate per one-half hour or part thereof.

(12) When directed to do so by the Producer, an Actor may shop for clothes during the rehearsal hours, but not during the time when the Actor has been personally scheduled to rehearse. If said shopping falls outside of the rehearsal hours or the Costume Call permitted in Rule 49, PHOTO AND COSTUME CALLS, such shopping hours shall be paid for at the applicable Tier overtime rate.

(13) Actors shall not be required to perform in front of an audience until they have had at least one full tech/dress run-through on the stage set. Such tech/dress run-through shall include, but not be limited to, rehearsal on the set with such props, lighting effects, mechanical or pyrotechnic devices, weapons, and costumes necessary for the production

**(B) Rehearsal Hours Prior to the First Public Performance.**

(1) No Actor shall be permitted to rehearse more than seven hours out of eight and one-half consecutive hours in any day, which shall include a one and one-half hour recess. Within the three days prior to the first public performance, two days of ten out of twelve hours shall be permitted for work through, technical and/or dress rehearsals. However, total rehearsal for the week shall not exceed 40 hours. On the day of the first public performance, which for the purposes of compensation is not considered a rehearsal day, a five-hour rehearsal shall be permitted.

(2) There shall be a 12-hour notice of a change of the rehearsal call.

(3) The Theatre shall conduct an on-set Technical Dress Rehearsal prior to the first paid public performance. If an emergency prevents the completion of such Tech-Dress Rehearsal the Producer shall ensure that all aspects of the production which might endanger the Actor are rehearsed.

(C) After the First Public Performance.

(1) After the week containing first paid public performance of any production, further rehearsal of that production without additional compensation is limited to a total of eight hours per week. These hours may be used for brush-up, replacement, understudy, technical, and conversion rehearsal, subject to restrictions described elsewhere in this Rule.

(a) Brush-Up. After the first public performance of any production there may be one brush-up rehearsal not to exceed five hours. In productions that run four weeks or more, an additional brush-up rehearsal may be called every two weeks and said rehearsal shall not exceed three consecutive hours. There shall be no brush-up rehearsal on the day following the day off, except one Brush-up rehearsal on the day following the designated Day Off shall be permitted during the performance week which includes the Press Opening. Brush-up rehearsals are permitted on the day following the Day Off after 7:00 P.M. if a performance is not scheduled. There shall be no brush-up rehearsals on two-performance days except with the permission of Equity which will not be unduly withheld. Note sessions may be held in lieu of Brush-up rehearsals. [See Rule 46(H), PERFORMANCES.]

(b) Replacements and Understudies. Rehearsals shall be limited to eight hours per week, provided that there shall be no more than five hours of rehearsal on a one-performance day, and no more than two hours of rehearsal on a two-performance day. [See also Rule 70(B)(1), UNDERSTUDIES.]

In the event an understudy or replacement is performing for the first time, the Company or any part of the Company may be called at no additional cost on the day of the performance for a three-hour put-in if the day is a one-performance day or a two-hour put-in if the day is a two-performance day. [See also Rule 57, REPLACEMENTS.]

When an Actor is being replaced and the replacement Actor is not ready to perform thereby canceling a normally scheduled performance, these specific hours may be used for replacement rehearsal without additional compensation. Understudy rehearsal shall not be combined with brush-up rehearsals.

(2) All brush-up, replacement, and understudy rehearsals must be run by the Director, Choreographer, Musical Director, Stage Manager, or Dance Captain.

(3) The Actors shall receive 24 hours' notice of any rehearsal after the first public performance, except for emergency replacement rehearsals and/or understudy put-in rehearsals.

(4) Rehearsal on a Daylight Day of Rest shall not exceed five consecutive hours commencing no earlier than 7:00 P.M.

(5) There shall be no rehearsal of the current production on a day following the Day Off except as provided in Rule 21(A)(5), DAY OFF, DAY OF REST AND REST PERIOD .

(6) After the opening of a production, the first five-hour rehearsal permitted in (C)(1) may be used for the insertion of new material or restaging. All additional rehearsal of new material or restaging shall be paid for at the applicable overtime rate. The rehearsal may not be used to insert a newly choreographed dance number.

(7) Adequate technical rehearsal with other involved cast members shall be provided for all understudies and replacements before they are required to perform in front of an audience. Such technical rehearsal shall include, but not be limited to, rehearsal on the set with such

music, props, lighting effects, mechanical or pyrotechnical devices, weapons, and costumes as are used in the production.

**(D) Rehearsal Period for Subsequent Productions.**

(1) After the first public performance, no Actor engaged on a Dinner Theatre contract shall rehearse more than five out of six and one-half consecutive hours on a one-performance day, which shall include a one-and-one-half hour recess.

(2) Should a production be scheduled to play for more than two consecutive weeks, the Actors employed in said production shall not be required to rehearse for the subsequent production except during the three weeks prior to its first public performance.

(3) Salary for Consecutive Productions. [See Rule 61(C), SALARIES.]

(4) Scheduled overtime is prohibited for Actors rehearsing under a subsequent rehearsal rider.

**(E) Breaks and Rest Periods.**

(1) Stage Managers and Assistant Stage Managers shall be entitled to a reasonable number of breaks during the day, to be scheduled in cooperation with the Director and/or Choreographer.

(2) There shall be a five-minute rest period after no more than 55 minutes of rehearsal, except during dress rehearsals. If this rest period is not given in any hour, a ten-minute rest period must be given after no more than 80 minutes of rehearsal. For each failure to give such rest periods, the Producer shall pay each Actor one hour of overtime.

(3) After no more than five consecutive hours of rehearsal, there shall be a break of one or one and one-half hours, at the discretion of the Actors involved.

(4) There shall be a minimum of one hour's break, exclusive of the half-hour call, before every performance, after which there shall be no rehearsal except emergency rehearsal.

**(F) Overtime.** [See also Rule 65(F)(10), STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.] Should the Actor [see Rule 23(A), DEFINITIONS] rehearse beyond the limitations stipulated herein, the Producer shall pay overtime at the rate of \$7.65 for each one-half hour or part thereof for each instance of such overtime rehearsal.

**56. REOPENING.**

A production once closed shall not be reopened within eight weeks of its closing, or reopen under any Equity contract, without the consent of Equity. Such consent, upon equitable terms and conditions, shall not be unreasonably withheld.

**57. REPLACEMENTS.**

(A) Every Actor whose employment is terminated by the Producer must be replaced so that the number of Equity contracts will not be diminished.

(B) Actor Re-engaged or Replaced. Should a Producer dismiss or give an Actor notice whereby he terminates his employment, he may not later re-engage him for the same part, or replace him with another Actor at a lesser salary than the highest salary of the Actor whose employment was terminated, without the written consent of Equity. This shall include any increment due the Actor, Stage Manager and Assistant Stage Manager under Rule 40, LONG TERM EMPLOYMENT.

If the Producer terminates an Actor, the Actor's replacement shall rehearse for at least three days or receive payment in lieu thereof. The replacement Actor must rehearse at least eight hours before going on.

(C) A replacement Actor who sings or dances in the production must have at least one musical rehearsal before going on.

(D) If a replacement is hired to replace an Actor who is out of the production due to illness or vacation, or if only one week remains of the run of the production, he may be signed to a contract with a one-week guarantee provided that it is so stated on the face of his contract.

## **58. REPORTS.**

(A) W-2 Forms. It is required under Sub-chapter D, Chapter 9, Internal Revenue Code, as amended by the Revenue Act of 1948, 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 and all non-professionals employed in each production by the Friday following the last performance of the first week of the production. After four weeks, the Producer, for each additional week of failure to file the reports, shall pay to the Actors' Equity Foundation, Inc. the sum of \$100.00. 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.

If, within four weeks of receipt of such reports, Equity fails to notify the Producer of a possible violation based upon that report or fails to request further information concerning that report, Equity shall not thereafter take any action or make any claim based upon such report.

## **59. ROLES AS WRITTEN.**

Should any role be substantially cut or altered prior to the signing of the contract, a Rider shall be attached to the contract in which the Actor agrees to the altered role and the Actor shall be given a revised script as soon as it is available.

## **60. SAFE, SANITARY, AND HEALTHFUL PLACES OF EMPLOYMENT.**

The Producer agrees to provide the Actor with safe, sanitary, and healthful places of employment.

(A) The stage, playing area, backstage, and aisles used by the cast shall be maintained at a healthful temperature during the performance and rehearsal.

If the theatre is air-conditioned, best efforts will be made that all areas within the theatre in which the Actors work shall also be air-conditioned. The surface of the playing area shall be clean and dry; care being taken with drop cloths after serving and clean-up if the stage has also been the buffet area.

The Producer agrees that before each performance an announcement will be made requesting the audience not to smoke during the performance.

(B) Dressing Rooms.

Separate dressing rooms for male and female Actors will be provided. Dressing rooms (except quick-change booths) shall be of a permanent type, and located in the theatre building.

- (1) There shall be no less than 30 inches of dressing table space for each Actor.
- (2) The Producer shall use his best efforts to provide lighting from two sources with a minimum of 150 Watts of useable light. There shall be no fluorescent lighting unless the fluorescent lighting is warranted by the manufacturer to be used for make-up purposes.
- (3) Dressing room floors, except for carpeted floors, shall be washed at least once a week. Carpeted floors shall be vacuumed or swept at least once a week.
- (4) Dressing rooms shall be private and for the sole use of the Actors. The Producer will use his best efforts to keep the backstage area restricted to the members of the company involved in the theatrical production from one-half hour before to one-half hour after performance.
- (5) All dressing room windows and exterior doors shall be screened wherever structurally possible and wherever fire regulations permit.
- (6) If the theatre is air-conditioned, all dressing rooms shall be air-conditioned. If the theatre is not air-conditioned, the Producer shall provide mechanical devices in dressing rooms to insure proper ventilation and the circulation of fresh cool air.
- (7) Should the Producer not provide adequate mechanical devices within 24 hours of notification from Equity (including one business day), the Actor, Equity consenting, shall not be required to remain at the theatre.
- (8) The Producer agrees to provide heat in the dressing rooms if the outside temperature falls below 60 degrees. Heat shall be turned on in the dressing room at least one hour before the Actors' call time. Should the Producer not provide heat within 24 hours of notification, the Actor, Equity consenting, shall not be required to remain at the theatre.
- (9) Dressing room entrances shall be properly lighted. Dressing room entrances and windows shall be properly masked from the view of the audience to insure the Actors' privacy.
- (10) The Actor must not be exposed to inclement weather in order to make a stage entrance or exit.
- (11) Lights and heat or air-conditioning must remain on at least one-half hour after performance, note session, or picture call.

(C) Lavatory and Toilet Facilities.

- (1) In the same building and in the dressing room area there shall be separate showers, with hot and cold running water, for male and female actors.
- (2) Separate clean and sanitary toilets shall be provided for male and female actors.  
The toilets shall be separate facilities from those provided for the public and kitchen personnel.  
All toilets shall be enclosed in a permanent walled area with a door, equipped with a working lock, operable from inside the stall.  
Any walkway between the dressing rooms and the toilet facilities shall be masked from the view of the audience.

(3) Sinks with hot and cold running water shall be available in or reasonably convenient to the dressing rooms. "Reasonably convenient to" shall mean within the same building and in the dressing room area. Soap and towels shall be available.

(D) Rehearsal Space. The Producer shall make available adequate covered rehearsal space, which shall be safe, comfortable, and healthful at all times.

(E) Safety Precautions.

(1) In all arena theatres or wherever there is a thrust stage, ramps or other leveling devices shall be installed wherever possible. Where ramps or other leveling devices cannot be installed due to elevator stages or moveable thrust stages, all risers shall be indicated with luminous guide tape, luminous paint, or guide lights.

(2) All ramps or aisles shall be at least two and one-half feet wide. This width shall be maintained at all times.

(3) 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. In arena theatres, there shall be luminous paint or tape or two guide lights on the edge of the stage and on each side of every ramp leading to the stage. Luminous guide tape, paint, or guide lights shall be installed wherever there is a rise. There shall be a warning light, luminous tape or paint at eye-level on both sides of every pole located in an aisle or any other obstruction in an aisle which Equity shall deem to be injurious or unsafe, and there shall be side rails on any ramp adjacent to any pit, and guide lights, luminous tape or paint on the stage edge adjacent to any pit.

(4) Aisles shall be maintained in a firm and even condition and, if not constructed of a hard surface such as concrete, asphalt, or macadam, must be covered and the coverings be secure.

(5) Drapes must be trimmed to floor length.

(6) Rehearsal, Performance and Dancing Surfaces.

(a) Actors shall not be required to audition, rehearse dances, dance, or perform choreographed running on concrete or marble floors or on any other surfaces which Equity shall deem to be injurious or unsafe, or on wood (or any other substance) laid directly over such similar surfaces which do not provide air space of at least one and five-eighths inches between the concrete or marble or similar supporting surface and the dancing surface. Exempt from this Rule will be building materials which have been or may be developed that provide a resilient surface for dancing, provided they are approved by Equity.

(b) Where a portable stage is used, platforming must be securely fastened and the stage completely covered by a single deck of such material as wood or masonite. The edges of all decks must be clearly visible or, if not, guard rails fastened in order to preclude the possibility of injury. Pits not in use shall be completely covered by a non-flexible material.

(7) Props and weapons used in stage fights shall be checked and maintained for safety prior to every performance and rehearsal.

(8) Rosin shall be furnished wherever dancers rehearse or perform.

(9) The Producer shall provide two cots, one for each gender, at all rehearsals and performances, accessible to any performer at all times. Unless a cot is provided in each

dressing room, the required cots shall not be in any individual's dressing room but shall be easily available to the entire company.

(10) First Aid Kit. First Aid Kits, stocked with adequate supplies, shall be available and easily accessible at all times wherever the Actor is required to rehearse, dress, or perform.

(11) Stage Entrance. Alleys and roads leading to stage doors of Dinner Theatres shall be accessible and properly lighted.

(12) When the cast is assembled in the theatre, there shall be a fire drill, involving instruction to the entire cast and an actual evacuation of the building through the fire exits. This shall be part of each rehearsal period, but shall not be counted as part of rehearsal hours.

(F) Monitor System. A monitor system shall be installed between the stage and the dressing rooms so that the Actors can follow the progress of the performance. The monitor shall be turned off from the half-hour call to curtain time and during intermission. The monitor system shall be on from "places" call to curtain down of each Act.

(G) Backstage Music. No music shall be piped into the dressing rooms during the half-hour or intermissions.

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

(I) Raked Stage. Raked stages are prohibited without the express written consent of Equity.

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

(K) Smoke and Fog. The Producer may not use any stage smoke or fog not approved by Equity. Said smoke or fog may be used only under such terms and conditions specified by Equity. Adequate ventilation and exhaust equipment must be operating and in working order when smoke or fog is used. Each Actor shall be advised by contract rider if smoke or fog will be utilized in the production.

## **61. SALARIES.**

(A) Rehearsal Pay.

The Producer agrees to pay the Actor at the rate of rehearsal pay per week as stated below, commencing with the required date of arrival of the Actor. When the Actor is called upon to rehearse four days or less in either the first week of rehearsal or in the week containing the first public performance, or if the Actor's entire rehearsal period is four days or less, the compensation shall be prorated and the Actor paid one-sixth for each day of rehearsal or part thereof. Said compensation shall be computed consecutively from the day the Actor is required to arrive to his/her first performance day. If the Actor is called upon to rehearse more than four days, but fails

to do so through no fault of the Producer, then said Actor's compensation may also be prorated, as above.

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

(C) Rehearsal Salary for Consecutive Productions. An Actor, including the Stage Manager, working in one show may be employed for the next by means of a rider to his existing contract. At the time of signing, the Producer must stipulate which of the following payment methods shall be in effect for the rehearsal of the subsequent production. The Producer may not use both the Fixed Rate and the Hourly Rate Rider in the same production.

(1) Fixed Rate. If an Actor, including the Stage Manager, is employed on the Fixed Rate, weekly rehearsal hours shall be limited to no more than 22. The Actor shall be permitted to rehearse no more than seven hours on a non-performance day, no more than five hours on one-performance days and, once each week, no more than two hours on a single two-performance day.

In addition to his weekly contractual salary, the Actor shall be paid not less than 25% of the applicable minimum salary for the rehearsal week.

(2) Flexible Rate. If an Actor, including the Stage Manager, is employed on the Flexible Rate, weekly rehearsal hours shall be limited to no more than 32. The Actor shall be permitted to rehearse no more than seven hours on a non-performance day or one-performance day and no more than two hours on two-performance days.

The Actor shall be paid for rehearsal, in addition to his weekly salary, at the rate of one-fortieth of the appropriate minimum salary for the theatre times the number of hours actually rehearsed, but in no case less than the Fixed Rate per week.

If the Actor is contracted for a subsequent production on a new contract, he shall be paid full rehearsal salary as set forth in (L) of this Rule, and Rule 55(B), REHEARSALS (Rehearsal Hours Prior to the First Public Performance) shall apply.

(D) Per Diem. Preceding the opening date stated on the face of the Contract, the Actor, if required, shall give no more than four weeks of rehearsal of the scheduled production. However, should rehearsals exceed 13 days away from reasonable commuting distance of the Actor's place of residence as stated in his contract, or do not take place in a city where Equity maintains an office and in which the Actor was interviewed, auditioned or signed to his contract, the Actor shall receive a per diem payment of \$17.50 for each additional day of rehearsal. In the event that housing is provided at no cost to the Actor during the rehearsal period, the per diem payment shall not apply.

(E) The actual salary of the Actor agreed upon shall be stated in the contract and a lesser or a fictitious salary should not be stated in the contract.

(F) The Producer and the Actor will make no agreement which includes in or deducts from the contractual salary the necessary rehearsal pay or any other sums that are due or may become due.

(G) No contract or rider thereto shall specify two salaries for any week. In the event two salaries are specified, the higher salary shall prevail and any and all additional payments that are due or may become due in accordance with Equity Rules shall be based on the higher salary.

(H) Additional Duties.

(1) Additional Parts. A Principal Actor shall not be required to do any additional work without mutual agreement and an additional negotiated compensation therefore which shall be no less

than \$10.00 per week. Additional work is defined as playing additional parts or understudying additional roles not specified in his contract at the time of its original signing.

(2) Set or Prop Moves.

(a) An Actor shall be permitted, without payment of additional compensation, to set props and small set pieces and to move furniture and set pieces specifically designed to be easily deployed by such Actor provided that such action is within the scope of the Actor's character in the play and that such movement would customarily be performed by such a character during the action depicted in the play.

(b) An Actor shall be permitted, without payment of additional compensation, to set props and small set pieces and to move furniture and set pieces specifically designed to be easily deployed by such Actor provided that such action coincides with the Actor's entrance into (or exit from) a scene in which the Actor takes part as an integral and necessary participant in the staged plot. Such movement need not be attributed customarily to any character during the action depicted in the play. Resetting of props in a scene by Actors participating in said scene shall be permitted.

(c) An Actor may be assigned up to three set or prop moves other than those described in (a) and (b) above without additional compensation provided the Actor is ridered for said moves. Actors assigned additional moves shall be paid not less than \$5 per week for the fourth and each subsequent assignment commencing with the first paid public performance of the play

(d) The following work will not be permitted except with the permission of and under terms satisfactory to Equity:

(i) Set or prop moves which are inherently hazardous due to location on stage, weight of the set piece or prop, construction, pyrotechnic or electrical effects, proximity to machinery, or simultaneous movement of other scenery or effects.

(ii) Set or prop moves or other assignments not customarily undertaken by the Actor which interfere with the normal work of the Actor or for which the Actor may be engaged to the exclusion of work normally assigned to an Actor.

(I) The Producer shall pay all salaries no later than the day before the last banking day of each week. If payment is by check, the Producer must make arrangements for the cashing of such checks at a convenient location or at the Dinner Theatre. In no event shall the Actor be required to stand in line with the public in order to be paid or cash payroll checks.

Checks must be cashed by management by the final day of the work week except that if the cast is paid on or before Thursday, salary checks to be cashed must be presented prior to Saturday.

No check or draft, either of the Producer or a third party, given to or received by the Actor in payment of any sum under the Actor's agreement of employment, shall operate to minimize or affect the Actor's claim for salary or other compensation under the Actor's agreement, and the receipt or acceptance of any such checks, drafts, etc., shall have no effect whatsoever until paid in full when presented for payment.

(J) No deductions may be made from salaries for illness or under Rule 47, PERFORMANCES LOST, without one week's notice except during the Actor's final week of employment.

(K) The Actor may not be required to return to the theatre or make a special trip to the theatre in order to collect his salary.

(L) Rehearsal Pay and Minimum Salaries. The following minimum salaries shall be in effect:

| Effective Date  | 9/22/08  | 9/21/09  | 9/20/10  |
|-----------------|----------|----------|----------|
| Actor           | \$427*   | \$444*   | \$462*   |
| SM              | \$515*   | \$536*   | \$557*   |
| ASM             | \$427*   | \$444*   | \$462*   |
| ASM (if acting) | +\$36.00 | +\$36.00 | +\$36.00 |

\* or Cost of Living as described in Rule 61(M) below, whichever is greater, not to exceed 5%.

(M) Cost of Living Increase. If and when Cost of Living percentage increases are applicable and if the Cost of Living based on the (revised) Consumers Price Index (U.S. Bureau of Labor Statistics) for March is higher than the Cost of Living based upon the (revised) Consumers Price Index for the previous March, a corresponding percentage adjustment increase in the ensuing year's salaries shall be made.

(N) Along with the salary, the Actor shall be given a voucher separate or detachable from the paycheck which itemizes earnings as taxable and non-taxable as well as itemizing applicable deductions such as local, state, and federal taxes, Equity Dues, expense money, and overtime payments.

## **62. SECURITY AND SECURITY AGREEMENTS.**

(A) Security Agreements. The provisions of any and all agreements relating to security deposited or agreed to be deposited with Equity covering any employment under this agreement and any contracts of employment are hereby adopted and made part of this agreement and said contracts. This includes agreements on forms now called "Bond," "Security Agreement," "Authority by Principal," and "Producer's Statement" or "Manager's Statement." It is of the essence of this agreement and all contracts of employment and a condition precedent to the engagement of the Actor that the Producer shall have filed and maintained with Equity a satisfactory security as required by Equity's existing Security Agreement and Rules.

(B) Posting of Security. A Producer shall be ineligible to employ Actors 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 management or any company if and when Equity shall be dissatisfied with the quality or amount of any security which may be offered or given or requested by Equity to secure the payment of any claim, present or future, of any Actor.

## **63. SOCIAL SECURITY AND UNEMPLOYMENT INSURANCE.**

It is understood and agreed that the Actor is entitled to the benefit of all Federal and State enactments constituting what is commonly known and designated as Social Security Acts or laws including Old Age and 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 the law. In the event the services of the Actor are not subject to the compulsory provisions of an Unemployment Compensation (Insurance) Law of any State, then the Producer hereby agrees that he will elect to cover the Actor and pay

contributions on the earnings of the Actor under the elective provisions of the Unemployment Insurance Law of the State of New York and/or such other eligible State as Equity may determine to be in the best interests of the majority of the Actors employed by the Producer. In the event, however, the Producer is not eligible to elect to come under the New York State Unemployment Insurance Law and 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 maximum Unemployment Insurance coverage for Actors employed by him in accordance with this Rule. If Equity is not so satisfied, it may retain the Producer's Security (Bond) as a fund against claims.

#### **64. STAGE FIGHTING.**

The following regulations shall be followed whenever a production requires Actors to enact a fight.

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

(B) If the production does not employ a Fight Director/Choreographer for the duration of the production, a qualified Fight Captain shall be assigned by the first rehearsal and so designated by rider to Actor's contract. Fight Captains shall be paid not less than \$15 per week in addition to their weekly contractual salary, such payment commencing no later than the first rehearsal.

(C) All Actors who participate in a fight shall run through the routine under the direction of the Fight Director/Choreographer or Fight Captain before a performance whenever necessary. Any exception to the Rule shall be at the express discretion of the Fight Director/Choreographer or the Fight Captain. Such run-throughs shall not be deducted from regular rehearsal hours.

(D) Props and weapons used in stage fights shall be checked and maintained for safety prior to every performance and rehearsal.

(E) The Fight Director or Choreographer and/or Fight Captain shall consult with artistic personnel appropriate under the circumstances to reasonably protect the Actors from injury.

## **65. STAGE MANAGERS AND ASSISTANT STAGE MANAGERS.**

(A) There shall be at least one Stage Manager on Equity contract for each theatre and each production must be assigned a Stage Manager on Equity contract who shall be solely responsible for the stage managerial functions.

Any Stage Manager who is engaged to rehearse a production and who has not been engaged on the immediately previous production shall be engaged and receive contractual salary beginning at least one week prior to the first day of rehearsal.

An Assistant Stage Manager (ASM) must be employed on Equity contract whenever or wherever the Stage Manager works from a booth where he does not have direct access to the backstage area. This Assistant Stage Manager (ASM) may be permitted to act whenever and wherever his performance duties do not reduce his ability to effectively perform his Stage Managerial functions.

An Assistant Stage Manager (ASM) who may act or understudy shall be hired on an Equity contract during rehearsal for any production that meets either of the following conditions:

- (1) Concurrent rehearsals are being held. (This does not preclude holding separate music rehearsals or coaching, dialect coaching, or other similar activities at which staging is not taking place.); or
- (2) The Stage Manager is under contract to rehearse a subsequent consecutive production during current performance hours.

An Assistant Stage (ASM) who may act or understudy shall be hired on an Equity contract during both rehearsal and performance of any production that meets either of the following conditions:

- (1) The production is a musical with a chorus; or
- (2) The production has a cast of 18 or more.

Because of the responsibilities of the Stage Manager for the production and for the safety of the Actors, the Producer agrees to employ a person who is experienced and/or trained in theatrical stage management.

Any Producer who is employed as the Stage Manager or required ASM at his own theatre must be present and perform the functions and duties of the Stage Manager or required ASM.

The use of the words "Stage Manager" and/or "Assistant Stage Manager (ASM)" and/or "Members of the Stage Managerial Staff" along with the word "Actor" in any of the Rules of this Agreement have been inserted for added emphasis and/or clarification. The failure of those descriptions to appear in a Rule is not meant to imply that the Rule does not cover those categories of employment. Stage Managers and ASM's are covered by all Rules in this Agreement except where specifically stated otherwise.

Either the Stage Manager or the Assistant Stage Manager (ASM) shall be present at all rehearsals and performances. An ASM shall be the individual who is assigned to assist the Stage Manager(s) on a specific production. An ASM may not be assigned the primary responsibility for stage managerial functions for any production.

(B) No Producer shall require any Stage Manager or Assistant Stage Manager (ASM) to perform any duties of a Stage Manager or Assistant Stage Manager (ASM) until he has signed a contract (after security has been properly posted with Equity) and he has given the Stage Manager or Assistant Stage Manager (ASM) instructions as to what work will be done.

(C) When a Stage Manager or Assistant Stage Manager (ASM) is called to perform services in productions before rehearsals begin (including but not limited to interviews and auditions) or after

the production has closed, the Stage Manager or Assistant Stage Manager (ASM) shall be paid no less than one-sixth of weekly contractual salary per day.

The above mentioned one-sixth of contractual salary for auditions of a show applies if the Stage Manager is not hired for the next show, and he may work seven out of eight and one-half hours. If he is hired for the next show, the consecutive production rehearsal increment applies as do the hour limitations as per Rules 61(C), SALARIES and 55(D), REHEARSALS.

(D) If the Producer terminates the Stage Manager's employment, he may not be re-engaged or replaced in the same production at a lesser salary.

(E) Actors' Equity Association shall have the power from time to time to define the meaning of the word "Stage Manager" and may alter, change, or modify the meaning of Stage Manager as hereinabove defined.

(F) Working Conditions for Stage Managers and Assistant Stage Managers (ASMs).

(1) Whenever the Actors are called, the Stage Manager or Assistant Stage Manager shall be called and be present.

(2) Meal breaks shall be the same intervals as for Actors but not necessarily at the same time.

(3) Whenever or wherever the Stage Manager's schedule is different from the Actors', the Producer shall provide separate transportation for the Stage Manager to meals and lodging.

(4) The rest period between end of employment on one day and the beginning of the next shall be no less than ten hours.

(5) Stage Managers shall have a day off each week except during the first week of public performances of a production and if called on his day off, he shall receive an additional two-sixths of weekly contractual salary.

(6) The Producer shall provide time off for the Stage Manager and Assistant Stage Manager (ASM) equivalent to the Daylight Day of Rest required for Actors, except during weeks when one production is in performance and a subsequent one is in rehearsal. During these weeks, the Producer shall use his best efforts to provide such time off. If the Daylight Day of Rest is not given when required, the Producer shall pay the Stage Manager and/or Assistant Stage Manager (ASM) an additional one-sixth of contractual salary.

(7) The Stage Manager must be consulted by the Producer in the selection of the Assistant Stage Manager (ASM).

(8) A Stage Manager may not be required to run dinner lights or stage manage or run pre-show and/or post-show entertainment. Any such function shall require additional negotiated compensation.

(9) The Stage Manager's booth shall be cooled or heated within a temperature range of 60 to 80 degrees Fahrenheit and shall be adequately ventilated.

(10) If the Stage Manager or required ASM is in attendance at a rehearsal and/or performance with one or more different groups of Actors on the same day, and his/her collective work hours exceed the contractual hours allowed, he/she shall receive overtime compensation.

(11) Should the Stage Manager or Assistant Stage Manager be required by the Producer to remain in the theatre more than 30 minutes after the final curtain, that Stage Manager or Assistant Stage Manager shall be compensated at the applicable overtime rate per one-half hour or part thereof.

(12) It is agreed that the Stage Manager's function is a full time one. The Stage Manager must not be required to function in areas which violate the provisions of (H) below.

**(G) Assistant Stage Managers.**

(1) If the Assistant Stage Manager (ASM) also acts, he shall be compensated in accordance with Rule 61(L), SALARIES.

(2) If an Actor is assigned the duties of an Assistant Stage Manager (ASM), he shall be compensated in accordance with Rule 61(L), SALARIES.

(H) The Stage Manager or the Assistant Stage Manager (ASM) must be present in the rehearsal area and during all performances and must keep a prompt book which includes technical cues, blocking, business, direction, plots, and daily records. No Stage Manager's or Assistant Stage Manager's (ASM's) duties shall be performed by anyone other than a Stage Manager or Assistant Stage Manager (ASM) respectively under an Equity contract.

Members of the Stage Managerial staff are not required to design, build, hang, or shop for lights, sound, scenery, props, wardrobe, etc. as part of their Stage Managerial duties; and they are prohibited from: doing janitorial, custodial, building maintenance, or restaurant work; transporting the company; being responsible for the maintenance of any vehicle; or being responsible for the ordering or distribution of food for the company as part of their Stage Managerial duties. Members of the Stage Management Staff may not be required to operate lighting or sound equipment as part of Stage Managerial duties, but may agree to do so on an individual basis in a separate agreement.

(I) The Stage Manager shall not be permitted to act nor shall the Stage Manager be permitted to understudy.

(J) For all musicals and all dramatic shows with casts of six or more that travel (i.e. packages of the same show at consecutive Dinner Theatres under the same management) which do not have an Advance Stage Manager, either the Stage Manager or the Assistant Stage Manager (ASM) shall travel with the production and be responsible in the absence of the Director and/or Choreographer for restaging for arena or proscenium stages if necessary, brush-up rehearsals, and replacement rehearsals.

(K) There must be intercommunication equipment between the Stage Manager, the Assistant Stage Manager (ASM), and those who help run the show.

(L) The Stage Manager shall be engaged for all televising, recording, broadcasting, filming, and/or EVR (Electronic Video Recording) sessions.

(M) A Stage Manager and/or Assistant Stage Manager (ASM) is not permitted to work on a concert, recital presentation, or show on his dark night or Day Off without additional compensation.

(N) It shall not be a condition of employment that any of the Stage Managerial staff own or operate a motor vehicle.

**66. SUBSIDIARY RIGHTS.**

Should a Producer or any management group or enterprise, corporate or otherwise, which the Producer controls or directs or in which he has a financial interest, present an original play for the first time and subsequently bring the play to Broadway or take the play on tour under the Production contract or televise or film the play within three years of the production in his Dinner Theatre, an Actor who created a role and then played it for at least 30 performances must be offered his role in whichever medium the show is being done. If such bona fide offer is not made, the Actor shall receive at least two weeks'

Standard Production Contract minimum salary or the applicable AFTRA or SAG minimum, whichever is higher.

In any production where an Actor has performed and is entitled to subsidiary rights (i.e. has executed a subsidiary rights clause under a previous contract or agreement), the Actor shall receive a bona fide offer to appear in the same role in the Dinner Theatre production or three weeks' minimum salary in lieu thereof.

The Producer will contact Equity in writing prior to signing contracts for new productions to ascertain whether or not Equity's records indicate prior productions which may have subsidiary rights commitments outstanding. Should Equity inform the Producer that there are no outstanding commitments, the Producer shall be held harmless.

## **67. TELEVISION, RECORDING, BROADCASTING AND FILMING.**

(A) Except as otherwise provided herein, there shall be no televising, broadcasting, visual and/or sound recording, motion picture filming, or video taping, in whole or in part, of any production in which Actors are employed without the express permission of Equity and under the terms and conditions established by it. This prohibition shall be in effect from the beginning of employment until 16 weeks after the production has closed. Any requests for television, broadcasting, visual and/or sound recording, motion picture filming or video taping in whole or in part of any production, shall be submitted in writing by date of the televising or any other form of recording of the production. Failure to comply with this requirement justifies Equity, in addition to all its other rights, to refuse permission.

(B) TV Newscast, Three-Minute Excerpt. A film or videotape may be taken of the production only for the exclusive use on a TV newscast review of the production or a featured contained within the TV news program and only under the following conditions.

(1) During a Rehearsal:

- (a) Filming or taping an interview session shall not exceed one-half hour of the rehearsal;
- (b) The Stage Manager shall file a report with Equity giving the time utilized for the filming or taping and interview session. Said report shall be initialed by the Deputy;
- (c) Upon contemplation of filming or taping during a rehearsal, the Producer shall make every reasonable effort to give the cast 24 hours notice, to schedule only three filming or taping sessions during which stations must do their filming or taping, and to notify the cast of any change in the time of the filming or taping, or any rescheduling of same.

(2) At a Performance:

- (a) Only one-half hour of film or tape may be shot;
- (b) If possible, the cast will be given 24 hours' notice;
- (c) When filming or taping is to be done, the cast must be given notice at the half-hour call;
- (d) There shall be no filming or taping where there is any interference with Actors (e.g., the requirement for additional lighting or the movement of equipment).

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

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

(5) A Stage Manager is required to be present at every filming or taping under this paragraph (B).

(6) For any violation of this paragraph (B), other than violations of unauthorized subsequent uses of the film or tape, the Producer shall pay one 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 may arise under a breach of this paragraph (B), which the Actor has against the Production or any third party.

(C) Subsequent Use of Three-Minute Excerpt.

(1) Subject to permission from Equity, footage which has been produced in compliance with Paragraph (B) above may be reused on certain network and major market programs identified by Equity in addition to "hard news" programs to illustrate reviews and feature stories about current productions, theatres, and personalities associated with same, provided that such reuse shall be in accordance with the appropriate AFTRA Code. Provided that AFTRA or SAG has established jurisdiction, the Producer shall ensure that Actors who appear in such segments shall be compensated at not less than the AFTRA or SAG minimum then in effect and that such reuse is controlled by Agreement between the Television Producer and AFTRA or SAG.

(2) For any failure of the Producer to secure the assent of Equity to subsequent use of News film or tape, failure to secure properly executed AFTRA agreements, or failure to insure proper and timely compensation of performers under the terms of this paragraph, the Producer shall be required, in addition to any other payments which may become due, to pay one week's contractual salary to each Actor whose right shall have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal, that may arise under breach of this Section (C) which the Actor has against the Producer or any third party.

(D) TV or Radio Spot Commercials. Equity will permit the Actor to make a TV or Radio Spot Commercial of one minute or less in duration promoting the theatre or production if no less than the applicable SAG or AFTRA minimum is paid the Actor. If a TV commercial is made from still photographs of persons in the cast, each Actor contained within the photograph, whether recognizable or not, shall receive no less than the applicable SAG or AFTRA minimum.

When a Stage Manager and/or Dance Captain is required to do any work in connection with a TV or Radio Commercial, the Producer shall pay no less than the applicable SAG or AFTRA minimum of a Principal (on Camera) to the Stage Manager(s) and/or Dance Captain.

(E) Nothing contained herein shall negate or minimize the Actor's right to negotiate payments for televising, taping, filming, etc. If the minimum payments herein required for television, broadcasting, visual and/or sound recording, or motion picture filming of any part of the production should be less than the minimum rate required by AFTRA or SAG of such work, then the Actor shall receive not less than the AFTRA or SAG minimum. Overtime, residuals, or any other additional payments which may become due the Actor are not included in the minimums specified herein.

(F) Nothing in the above precludes the actors from appearing without compensation on radio or TV interviews, talk shows, and similar programs with their consent and at their convenience. Such appearance may not include the performing of any portion of the show.

(G) If any of the above limitations are exceeded, the Actors shall be paid a minimum of one week's contractual salary, but no less than AFTRA, SAG, or Standard Production minimum, whichever is greater, for each day or part thereof employed on such televising, sound recording, motion picture

filming, or rehearsal for same. Such payments shall not preclude any right in law or Equity, civil or criminal, that arises under a breach of the above which the Actor has against the Producer or any third party.

(H) Cast Albums. Should a cast album be made of a Dinner Theatre production, all terms and conditions applicable to cast albums of the AGREEMENT AND RULES GOVERNING EMPLOYMENT UNDER THE PRODUCTION CONTRACT shall govern.

(I) Websites. Up to three minutes of rehearsal and/or performance footage (of which no continuous sequence shall exceed 30 seconds) may be used, without additional compensation, on the theatre's website.

(1) Neither merchandise promotion nor ticket sale information shall be presented on the same "page" as the Reproduction but may be presented on a separate "page". However, the "page" containing the Reproduction may indicate how to get to the "page" which does have information about merchandise or tickets. It is also understood that there may be no promotion of any other product(s) on the "page" where the Reproduction will be seen. If voice-over or other live Actor work performance is required in addition to the performance footage, the applicable AFTRA/SAG Agreements shall apply to such voice-over or other work.

(2) 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/SAG amounts that may be due.

## **68. TERMINATION.** [See also Rule 16, CLOSING NOTICES.]

(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. Full power is reserved to the Council of Equity to grant relief from the Rule where, in its opinion, the person or persons to whom notice is given has not or have not been misled or injured.

(B) All notices to the Producer may be given to him personally or to the Company Manager or Stage Manager in writing. Notices to the Actor must be given to him personally in writing unless the Producer has procured the address of the Actor, in which case unless otherwise provided, it may be given by mail or telegram. All communications which refer to the Company in general shall be posted on the callboard. [See Rule 12, CALLBOARD.]

(C) Notice must be given by either party to the other before the Actor leaves the theatre after the final performance each week. In order to facilitate a smooth transition, the Actor will use all best efforts to notify the Producer of his intent to terminate his employment as soon as possible and prior to the required two weeks' notice.

(D) Before Rehearsal.

(1) By the Actor giving the Producer at least three weeks' notice prior to the reporting date on the face of the contract.

(2) By the Actor giving the Producer at least two weeks' notice prior to the reporting date on the face of the contract and paying the Producer one week's salary.

(3) By the Producer giving the Actor notice and paying him a sum equal to one week's salary multiplied by the number of weeks of employment guaranteed on the face of the contract.

(4) In the case of any Actor receiving \$1,500.00 or more, the contract may be terminated by either party only by six weeks' written notice prior to the reporting date together with the

payment by the terminating party to the other of one week's contractual salary multiplied by the number of weeks employment guaranteed by the contract.

(E) After Opening. After opening under the Standard Dinner Theatre Contract, either party may terminate by giving the other two weeks' notice, except that in the case of replacements where the term of employment is less than two weeks, the termination date shall be stated in the contract.

No Actor may be terminated except for "just cause". If requested by the Actor in writing, the Producer must furnish the reasons for dismissal to the Actor and Equity, in writing, within two weeks of such request. Equity may then investigate the basis for the discharge. If Equity desires to challenge the discharge, the matter shall be submitted to arbitration in the manner provided in Rule 5, ARBITRATION, except that unless otherwise mutually agreed, the place of arbitration shall be the site of the Dinner Theatre. This provision shall not apply until three weeks after the first public performance of each production. In the event "just cause" is not found, the arbitrator's award shall be limited to monetary damages which shall not exceed six weeks' contractual salary.

(F) Extension of Engagement. The Producer shall state a contemplated closing date on the face of the contract. This shall not be considered a guarantee. Should the Producer extend the playing weeks beyond the contemplated closing date, the Actor, at the Actor's option upon announcement of said extension, may terminate his contract upon written notice, said termination to coincide with the contemplated closing date as stated on the contract. Written notice under the above conditions may be less than two weeks. Should the Actor agree to remain at the theatre for the extension of the engagement, a written agreement so stating shall be executed and a copy filed with Equity.

(G) Termination Due to Illness or Accident. When the Actor shall have absented himself from performances for seven out of twelve consecutive performances by reason of illness or accident not involving "extraordinary risk," the Producer may terminate his contract in writing at the end of said seven performances. Equity may, at its discretion upon appeal of the Producer, reduce this period.

(H) Additional Provisions. Actors whose contracts are terminated under the above sections (F), (G) or Rule 55(A)(9), REHEARSALS, shall be entitled to return transportation and payment for all services to date and shall not be liable for transportation of his successor. If an Actor terminates his contract coincidental with the closing of any production, he shall be entitled to return transportation and shall not be liable for transportation of his successor.

In addition, Actors whose contracts are terminated under the above section (G) shall be entitled, if otherwise qualified, to the payments specified in Rules 36, ILLNESS, SICK, AND BEREAVEMENT LEAVE and 37, INJURY AND SUPPLEMENTAL WORKERS' COMPENSATION.

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

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

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

(L) Additional Payments and When to be Given. If individual notice of termination is given by the Producer, he agrees to pay the Actor in cash the amount of the cost of transportation of the Actor

and his baggage back to his place of residence, as stated on the contract, whether the Actor returns immediately or not.

(M) If, after opening, the contract is terminated by the Actor (except as provided for in (F), (G) or (J) above or in Rule 55(A)(9), REHEARSALS) he agrees to pay his own fare or transportation costs back to the place of residence as stated in the contract

## **69. TRANSPORTATION AND BAGGAGE.**

### **(A) Transportation of Actor by Producer.**

(1) Except as specifically changed or modified herein, the Producer shall, at his own expense, transport the Actor and his baggage, when required to travel, from the Actor's place of residence as stated in the contract to the theatre and return or between theatres as provided in section (G), Consecutive Engagements, of this Rule. The Producer shall provide such methods of travel to the theatre as are the most direct within the public means available.

(2) The Actor and the Producer may agree in writing as to the routes and modes of transportation. In no event, however, shall 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. If travel is by air, a coach ticket on a FAA certified airline is required for transportation from the city which is the point of origin to the first city traveled to and from the last city in which the Actor performs back to the point of origin. The Actor shall not be compelled to travel by air without his consent, and in each and every case it shall be entirely the decision of the Actor whether he wishes to travel by air.

(3) The Producer shall furnish the Actor with the necessary tickets from the place of residence as stated in the contract to each theatre (or their cash equivalent) at least three days in advance of his departure. The Producer shall deliver the Actor's return transportation in cash or tickets (at the Actor's option) at least three days before the close of the Actor's engagement.

**(B) Air Travel.** Air travel shall be the preferred method of travel. Air travel, if consented to by the Actor, must be on a first class FAA certified scheduled airline and not on a non-scheduled or private airline.

(1) Air excursion or group travel tickets may be substituted for full fare coach provided such flights take place during the hours between 8:00 A.M. and 10:00 P.M. and are less than six hours duration and meals are provided on the plane at the Producer's expense. Once an Actor has accepted an excursion or group air ticket, he shall be responsible for any additional expense which may result from his changing his travel schedule and not using the flights that the Producer has arranged. If the Actor consents to travel by air, the Producer agrees to provide or reimburse the Actor for the premium cost of air travel insurance up to the amount of \$90,000.00 for each flight. Whenever a tour of at least five flights is contemplated, the Producer shall provide the Actor, before his initial flight, with a recognized insurance policy for not less than \$125,000.00. The Producer will reimburse the Actor for said premiums providing a receipt is submitted. Travel time shall commence and be computed from the time the Actor is called to report (but in no case later than one hour prior to the flight time) until the time the Actor arrives at his lodging.

(2) If delay en route in air travel occurs, all expenses usually paid for or furnished the traveler under coach air travel and not paid the Actor by the airlines shall be reimbursed to the Actor by the Producer.

**(C) Automobile, Train, and Bus Transportation.** Actors choosing to travel by automobile, train, or bus must make their own travel arrangements and will receive a sum equivalent to the cost of the

applicable public transportation utilized to transport the rest of the company, as well as normal baggage transportation expenses.

If train or bus transportation is required by the Producer because a flight is not available, he shall notify Equity of the proposed method of travel. The following restrictions shall apply:

(1) Train Transportation.

(a) Day coach transportation is limited to eight hours daily between the hours of 8:00 A.M. and 8:00 P.M. For every one-half hour or part thereof in excess of eight hours of scheduled travel, \$7.65 shall be paid the Actor. Travel time shall commence and be computed from the time the Actor is called to report. This call may not be more than one-half hour prior to scheduled departure. If an Actor is responsible for delay at any time, such delay shall not be counted as part of travel time.

(b) Night transportation shall be limited to 12 hours and shall include individual Pullman sleeping accommodations, which shall be no less than a roomette if same is available. Should the Producer present proof satisfactory to Equity that Pullman sleeping accommodations could not be obtained, the Producer shall pay the Actor an amount equal to the cost of a roomette only without taxes or other excess charges. Failure to so prove shall obligate the Producer to pay the Actor the difference between the total cost of first-class Pullman transportation, including roomette, taxes, and other excess charges, and the amount of coach transportation.

(2) Bus Transportation. Bus travel shall be on a public commercial carrier or on a chartered commercial bus that is duly licensed to carry passengers by the appropriate interstate or intrastate commission and that is complete with air conditioning and lavatory facilities.

(a) Day Transportation. Bus travel during the day is limited to seven hours daily, including an hour meal break, between the hours of 8:00 A.M. and 8:00 P.M. For every one-half hour or part thereof in excess of seven hours of scheduled travel, \$7.65 shall be paid to the Actor. Travel time shall commence and be computed from the time the Actor is called to report until the time the Actor arrives at his lodgings. This call may not be more than one-half hour prior to the scheduled departure time. If an Actor is responsible for delay at any time, such delay shall not be counted as a part of travel time.

There shall be a meal stop of not less than one hour during the seven hours of travel. If bus travel is on a chartered bus, the time of the meal break shall be agreed upon by the company. This meal shall be at the Producer's expense and shall not exceed \$6.00. The rest period prior to a bus call shall be ten hours. If the full rest period is not given, each Actor shall receive the night transportation payment of \$40.00.

(b) Night Transportation. If bus travel which commences after 8:00 P.M. does not end until after Midnight, each Actor shall receive the night transportation payment of \$40.00. Travel between 8:00 P.M. and Midnight is allowable if the trip is completed within that time and all rest periods are observed. If night bus travel after an evening performance is required, the Actors shall be paid \$40.00 each by the Producer of the Dinner Theatre to which they are traveling.

(D) Rest Period After Arrival. The Actor shall not be required to rehearse or perform until two hours after his arrival at his lodgings.

(E) Baggage.

(1) The Actor shall be responsible for transporting his personal hand baggage to and from place of residence and the Producer shall reimburse the Actor in full for all reasonable expenses incurred as set forth by the Actor on a form which shall be provided by Equity for this purpose. Actor shall show proof of all such expenses by providing the Producer with appropriate receipts.

(2) The Actor shall also be responsible for transporting his personal hand baggage and trunk (as above) under the Producer's direction from the place of residence to 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 place of residence. The Producer will pay for the entire cost of and reimburse the Actor for such transportation of baggage up to 300 pounds.

Upon arrival, the Producer shall be responsible and pay for transportation of the Actor's baggage up to 300 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.

(3) All arrival expenses covered under (1) and (2) above are due and payable with the first performance salary payment.

If the Actor returns to the same city from which he departed, all departure expenses due shall be paid to him with his final week's salary.

If the Actor goes to a different city, he shall be reimbursed for these expenses upon presentation of his receipts to the Producer.

(F) Local Transportation. [See also Rule 35, HOUSING.] If the Actor's permanent residence is within 25 miles of the Dinner Theatre (60 miles in the case of New York City, Chicago, and Los Angeles), and there is no safe convenient public transportation from the Actor's home to the theatre, the Producer, at his own expense, shall provide round-trip transportation between the Actor's home (or some safe, convenient central location) and the Dinner Theatre. This transportation shall deliver the Actor to the theatre for all rehearsals and half-hour calls and shall return the Actor to his home (or some safe, convenient central location) after rehearsals or performances, departing no later than one-half hour after rehearsal is finished or after the curtain call of a performance but allowing reasonable time for the removal of costumes and make-up. Public transportation shall not mean taxis. Equity shall have the sole power to determine if such transportation is "safe" and "convenient" and what a "convenient location" is.

If the Actor uses public transportation, the weekly cost of such transportation shall not exceed 17% of his contractual salary. If there is no public transportation and the Producer does not supply transportation and the Actor drives his own car, the Producer shall reimburse the Actor for gasoline and tolls used getting to and from the Dinner Theatre.

(G) Consecutive Engagements. Anything in the above to the contrary notwithstanding, when the Actor is engaged consecutively at two theatres (different part, different play) and is required to rehearse a minimum of at least four days at the second theatre, the Producer of the second theatre shall be obligated to pay the entire cost of transportation between theatres, unless the distance between theatres is greater than the distance from the Actor's place of residence as stated in his contract to the second theatre. In this event, the Producer of the first theatre shall be responsible for paying the equivalent of the cost of transportation from that theatre to the Actor's place of residence as stated in his contract, and the Producer of the second theatre shall be responsible for all additional transportation costs. In any event, all tickets or cash equivalents covering transportation from one theatre to another must be in the Actor's possession at least three days prior to his leaving for his next engagement.

Should the Producer of the second theatre fail to provide tickets or transportation monies in advance, the Producer of the first theatre may furnish the Actor with the full cost of transportation to his next engagement or he shall provide the Actor with return transportation to the Actor's place of residence as stated in his contract and the Actor shall not be obligated to continue to the next theatre.

This subdivision does not apply to consecutive engagement for the same part in the same play. In such event and upon written application by the Producer, Equity, in its discretion, may permit other travel arrangements.

(H) If the Producer requires the Actor to travel more than three hours prior to rehearsing and/or performing on the same day, he shall be paid one-third of his weekly contractual salary over and above his contractual salary, except for emergency replacements.

## **70. UNDERSTUDIES.**

(A) All Principal roles and Chorus parts and specialties shall be understudied. Non-professionals may be used as understudies. An understudy may understudy no more than five Principal roles in a production. All understudy assignments shall be made no later than one week prior to the first paid public performance.

If understudies are hired on Equity contracts, the minimum payments below shall apply. A member of the cast who is assigned to understudy shall receive payment for assignment and, when he performs in the role understudied, shall receive payment for performance. These payments are in addition to his weekly contractual salary. An Actor hired solely to understudy shall be paid his contractual salary for understudy assignments on the face of his contract (no payment for assignment as listed below). However, when an Actor hired solely as an understudy performs the role understudied he shall receive at least the minimum payment for performance listed below.

### **(B) Dramatic Productions.**

(1) Payment for Assignment. The Actor shall receive no less than \$10.00 per week in addition to his contractual salary for each role understudied. In addition to the regular rehearsal hours, the understudy shall be permitted one understudy rehearsal per week of no more than two hours and one additional rehearsal of no more than two hours on the day on which he first performs the role understudied.

(2) Payment for Performance. When an understudy performs the part he understudies, he shall be paid a minimum of one-sixth of his own salary per performance.

### **(C) Musical Productions.**

#### **(1) Payment for Assignment.**

(a) If a Chorus or Principal Actor understudies a Principal role, he shall be paid no less than \$10.00 per week for each role understudied.

(b) If a member of the Chorus understudies a part played by another member of the Chorus, he shall be paid a minimum of \$8.00 per week for each understudy assignment.

#### **(c) Swing.**

(i) Full Swing. If an Actor is employed as a full Swing, (i.e., a non-performing member of the Chorus who swings all or fewer than all Chorus performing in Chorus numbers in the production), no additional increment

payment is required above the Actor's contractual salary. A Swing may not be employed as a non-performing Understudy as described in (A) above.

(ii) Partial Swing. If a member of the Chorus is assigned to swing a Chorus number, he shall be paid a minimum of \$12.00 per week for each such assignment.

(2) Payment for Performance.

(a) When a Principal or Chorus member performs the Principal role which he understudies, he shall be paid a minimum of one-sixth of his own weekly salary for each performance.

(b) Chorus Understudying a Star. Should a Chorus member perform in place of the star he understudies, he shall be paid a minimum of \$50.00 or one-sixth of his own weekly salary, whichever is greater, for each such performance.

(3) All understudies shall be permitted one understudy rehearsal per week for not more than two hours in addition to regular rehearsal hours.

(4) Actors who understudy roles that require singing and dancing shall have a musical rehearsal at least once every two weeks and must have a musical rehearsal on the first day they perform in the role they understudy.

(5) When a Chorus member performs a Principal role he understudies or has been designated to perform in case of an emergency, he shall not be requested to perform his Chorus duties during that performance.

(D) Understudies shall be present at each performance unless the Producer otherwise consents. It will be at the discretion of the Producer when an Understudy must be used in cases of lateness.

(E) No understudy shall be required to perform until:

(1) One week after he is engaged or assigned; and

(2) He has had his script and/or music for one week; and

(3) He has at least one rehearsal encompassing all blocking, music, and choreography with at least piano accompaniment (if the company was rehearsed or performs without live music, the understudy may be rehearsed with such accompaniment) required for the role understudied.

If these conditions are not met, the Actor shall read the part or he may perform if able and willing.

(F) All understudies to Principal Actors shall be listed in the program by name and role understudied. The listing shall be automatic unless the understudy requests in writing that it not be. A copy of such request shall be sent to Equity.

(G) When, in an emergency, an Actor plays a role which he does not understudy, the Actor shall be paid as follows:

(1) Leading and/or Major Principal Roles - Three-sixths of minimum for the first performance in the role, and two-sixths of minimum for each additional performance.

(2) Supporting Principal Roles - Two-sixths of minimum salary for the first performance in the role, and one-sixth of minimum for each additional performance.

(3) Part Played by Chorus - the applicable payment set forth in Rule 14(A), CHORUS, for up to six performances in any week.

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

**71. UNION EMBLEM.**

Producer hereby agrees to promulgate the fact that he operates a professional Dinner Theatre employing Actors' Equity Association members by both displaying in the lobby (foyer, entrance, place where tickets are sold or taken) the Equity logo (emblem supplied by Equity) and by inserting the following paragraph in the program: "Show Palace Dinner Theatre is a professional theatre employing members of Actors' Equity Association." [See also Rule 52, PROGRAMS.] The theatre will also print in the program a biographical history of Actors' Equity Association supplied by Equity.

**72. UNION SECURITY.**

(A) All Actors, except non-professionals as provided in this Agreement, who are members of Actors' Equity Association shall, as a condition of employment, continue to be members of the Union in good standing for the life of this Agreement. All employees who are covered by this Agreement who are not now members of Equity shall, as a condition of employment, become members within 31 days following the signing of this Agreement and shall thereafter remain members of the Union in good standing as a condition of continued employment. All new employees who are covered by this Agreement shall, as a condition of employment, become members of the Union within 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.

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

**73. VACATIONS.**

The Actor shall accrue one day of vacation pay for each eight consecutive weeks of employment for the same Producer. However, the Actor shall not be eligible for vacation or vacation pay unless he has been employed at least 12 consecutive weeks from the first day of employment. The Producer may direct the time the Actor is to take his vacation provided that he gives the Actor two weeks' advance notice and provided that the Actor is given the opportunity to take all of his accrued vacation days. If the Actor requests to take his vacation at his convenience and the Producer agrees, vacation may be taken in days. If the Actor is unable to take his vacation, he shall receive his accrued vacation pay as severance pay.

Vacation pay shall accrue at the rate of one-sixth of weekly contractual salary but in no event more than the rate of one-sixth of \$150.00 over the applicable minimum salary per week.

After 32 consecutive weeks, the Actor, at his option, may request and will receive actual time off. The vacation will be scheduled by the Producer at a time mutually agreeable.

**74. VOTING.** [See also Rule 19(G), CONTRACT.]

(A) At all meetings of Actors employed on Equity contracts called by the Deputy, the vote shall be by secret ballot.

(B) Should any situation arise where the Producer wishes the Company to consider any proposition not covered by the standard Equity contracts of employment or Equity rules, he shall notify the Deputy and the Deputy shall arrange a meeting of the cast which may be held at the theatre where the Company is playing. At such meeting or meetings, neither the Producer nor his representative shall be present unless so requested by a majority of the cast but in no event present when a vote is taken. Any proposed action by the cast shall not, however, be binding without the written approval of Equity.

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

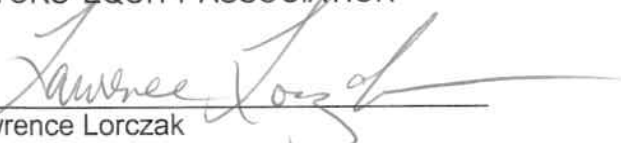
## DURATION

This contract shall be for the period commencing September 22, 2008 and terminating -September 18, 2011. Any new rules, when adopted, shall be retroactive to said date unless otherwise stated.

Contracts signed prior to September 22, 2008 where work has commenced shall be modified in accordance with this Agreement, except that no Actor shall suffer a reduction in compensation as a result thereof. Contracts signed prior to September 22, 2008 where work has not begun may be reissued under the terms of this Agreement at the option of the Producer with the understanding that the Actor shall not be required to accept that contract and the contract may be terminated by the Actor without penalty to the Actor. Equity may advise the Actors that no Actor shall work for the Producer unless an Agreement Governing Employment in Dinner Theatres is in effect.

ACTORS' EQUITY ASSOCIATION

By:

  
Lawrence Lorzak  
Senior Business Representative

SHOW PALACE DINNER THEATRE

Jacksonville, FL

By:

  
Salvatore Sessa  
Producer

## ADDENDUM #1

### EQUITY STANDARDS FOR ACTORS' HOUSING

1. The premises must be reputable, clean and sanitary.
2. Rooms must have bedding; bed linens, towels, etc.; window coverings; heat and air cooling equipment as is appropriate to climatic conditions.
3. A private room must be available to each Actor, with a lock (from both inside and outside) unless in a private home which has locks on outside doors.
4. Where a kitchen is provided, cooking and eating utensils to be furnished.
5. Bath facilities, if shared, shall offer privacy while in use by the Actor.
6. Housing lists must provide the following information:
  - (a) Cost. Daily or weekly rate;
  - (b) Pertinent facts about commercial lodgings (hotel or motel) i.e., equipment such as TV, swimming pool, private or public bath or shower, telephone availability, parking for cars, pets or children allowed, single or double beds, kind of food service on premises (if any), provisions for security;
  - (c) Pertinent facts about private housing: size and location of room, type of bed, number and ages of children in residence, number of other adults in household, number and types of pets, number of persons sharing bath with Actor(s), tub or shower, are there kitchen privileges:, if smoking is permitted, if permanent resident smokes, telephone and other equipment available to Actors;
  - (d) Local transportation or lack of it, and proximity of housing;
  - (e) Availability of restaurants, laundry, and shopping facilities in the neighborhood, and distance from each housing location;
  - (f) Distance of housing from theatre.
  - (g) Type of heating and air cooling.

## ADDENDUM #2

### WEEKLY CLOTHING RENTALS

|   |        |
|---|--------|
| FOOTWEAR: Boots, sneakers, dress, casual .....  | \$2.50 |
| Professional jazz shoes, Character shoes, Tap shoes, Pointe shoes, Dance boots<br>.....   | \$5.00 |
| ENSEMBLES: (Man) Suit, Shirt, Tie, Shoes, Hat<br>(Woman) Suit or Dress, Blouse or Dickey, Stockings, Gloves, Purse, Hats .....              | \$7.50 |
| SUIT: (Man or Woman).....   | \$5.00 |
| SPORTSWEAR& LINENS: Shorts, Sweaters, Jogging Suits, Sport Shirts, Bathing Suits,<br>T-Shirts, Jeans, Shirt, Blouse, Dress Shirt, Vest..... | \$2.00 |
| COATS: Overcoats, Topcoats, Parkas, Raincoats, Winter Coats, Sports, Coats.....   | \$3.50 |
| NIGHTWEAR: Pajamas, Nightgowns, Robes, Housecoats, Smoking Jackets,<br>Bathrobes, Dressing Gowns.....                                       | \$2.00 |
| EVENING WEAR: Tuxedos, Tails, Evening Gowns, Furs, (and all accessories) .....  | \$7.50 |
| 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, Suitcases, Canes, Umbrella, Camera, Sport Equipment, .....  | \$2.00 |